

Spokane Park Board Agenda

3:30 p.m. Aug. 8, 2019

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

Park Board Members:

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

Agenda

- 1. Roll Call: Pamela Clarke
- 2. Minutes:
 - A. May 30, 2019, City Council/Park Board study session minutes
 - B. June 14, 2019, Park Board retreat minutes
 - C. July 11, 2019, Park Board meeting minutes
- 3. Additions or Deletions to the Agenda:
- 4. Special Guests:
 - A. Riverfront Spokane special announcement *Nick Sumner*
 - B. Spokane Youth and Senior Centers Association quarterly update *Jeff Edwards*, Corbin Senior Center executive director
- 5. Claims: Claims for the month of July 2019 Bob Anderson
- 6. Financial Report & Budget Update: Mark Buening
- 7. Special Discussion/Action Items:

A. Joint Arts Committee assignment/Jamie SiJohn – Nick Sumner

8. Committee Reports – Action Items:

Urban Forestry Tree Committee: July 30, 2019 – Rick Chase

A. Action items: None

Golf Committee: Aug. 6, 2019 – Gerry Sperling

A. Downriver Golf Course stormwater facilities resolution

Land Committee: July 31, 2019 - Greta Gilman

A. South Gorge Trail art project resolution/People's Park

B. Engineering Remediation Resource Group change order #2/Dutch Jake's Park (\$11,876.72 including tax)

Recreation Committee: July 31, 2019 – Greta Gilman on behalf of Sally Lodato

A. Action items: None

Riverfront Park Committee: Aug. 5, 2019 – *Ted McGregor*

A. AXS ticketing contract/Pavilion

- B. Garco Construction change order #18/Pavilion and Promenade (\$156,018, plus tax)
- C. Bernardo | Wills Architects design services contract amendment #4/north bank SportsPlex stormwater (\$11,800, no tax)
- D. CH2M Hill Engineers-Jacobs contract amendment #2/north bank (\$7,500, no tax)
- E. Northwest Playground Equipment, Inc., equipment purchase contract /north bank playground (\$319,603.58, tax inclusive)
- F. Strata testing service contract amendment #3/north bank playground (\$22,283, no tax)
- G. Strata amendment #4 to Parkwide contract/Pavilion (\$6,215, no tax)

Finance Committee: Aug. 6, 2019 – Bob Anderson

A. Action items: None

9. **Reports**

A. Park Board President: Nick Sumner

- B. Liaisons:
 - 1. Conservation Futures *Nick Sumner*
 - 2. Parks Foundation *Ted McGregor*
 - 3. City Council Council member Mike Fagan

C. Director: Garrett Jones

10. Executive Session:

Α.

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. Sept. 3, 2019, Woodland Center, Finch Arboretum

Land Committee: 3:30 p.m. Sept. 4, 2019, Woodland Center, Finch Arboretum Recreation Committee: 5:15 p.m. Sept. 4, 2019, Woodland Center, Finch

Arboretum

Riverfront Park Committee: 8:05 a.m. Sept. 9, 2019, City Council Briefing Center Golf Committee: 8 a.m. Sept. 10, 2019, Woodland Center, Finch Arboretum Finance Committee: 3 p.m. Sept. 10, 2019, City Conference Room Lobby - Tribal, first floor City Hall

- B. Next Park Board: 3:30 p.m. Sept. 12, 2019, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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PARK BOARD STUDY SESSION

3:30 p.m. May 30, 2019 City Council Briefing Center, lower level City Hall 808 W. Spokane Falls Blvd., Spokane, WA 99201

City Council

X Ben Stuckart – President Kate Burke(Absent/excused)

X Mike Fagan

X Breean Beggs

X Lori Kinnear

Candace Mumm (Absent/excused)
Karen Stratton (Absent/excused)

Park staff:

Jason Conley Garrett Jones Megan Qureshi Mark Buening Fianna Dickson Carl Strong

Park Board Members:

Nick Sumner – President (Absent/excused)

X Jennifer Ogden - Vice President/Meeting Chair

X Garrett Jones - Secretary

X Ted McGregor

X Rick Chase

X Greta Gilman

X Sally Lodato

X Gerry Sperling

X Jamie SiJohn

X Bob Anderson

Barb Richey (Absent/excused)

X Mike Fagan – Council Liaison

MINUTES

- A. Introductions/Roll Call Garrett Jones See above
- B. **Review of Agenda** Ben Stuckart
- C. Park Board President's Report Jennifer Ogden, on behalf of President Nick Sumner
 - 1. Opening comments Ms. Ogden thanked staff and City Council on behalf of Mr. Sumner and the entire Park Board. She explained Parks will be looking to City Council for leadership and advice as the divisionw seeks additional funding mechanisms to keep the city's parks maintained at a level the community and visitors deserve, while keeping up with the increase in minimum wage rates. She also emphasized the Park Board wants to continue to provide affordable and free programs.
- D. Park Board Committee Reports
 - 1. Golf Committee Gerry Sperling
 - a. 2018/2019 Golf Ms. Sperling explained the Golf presale effort resulted in

more than \$130,000 in sales which is a 30-year high. Mark Poirier recently came on board as the new Golf Manager. He comes to Parks from the Highland Golf Course in Post Falls where he was general manager.

- b. Golf SIP loan/rate increases Ms. Sperling provided an update on the \$7.5 million SIP loan which the council approved last year to upgrade the four City's golf course irrigations systems, and other on-course and off-course improvements over the next four years. Indian Canyon improvements are scheduled to wrap up early June and the new irrigation system at Esmeralda Golf Course is scheduled to begin this fall. In 2018, a dedicated facility improvement fee was assessed to cover the loan payback. From June 2018 through April 2019, more than \$229,000 in improvement fees were collected and placed in a facility reserve fund to cover the loan installment. The first of two installments for 2019 will be made in June. A total of \$225,000 is due for 2019.
- c. <u>Golf project updates</u> Ms. Sperling reported the golf rates have been simplified to a two-tier pricing structure at all four courses. Once the irrigation improvement projects are complete, it is expected there will be a 25% savings in annual water consumption at the courses. At Esmeralda alone, an estimated 7.5 million gallons of water will be saved each year.

2. Land Committee - Greta Gilman

- a. <u>2018 capital projects</u> Ms. Gilman reported 17 capital projects were completed last year; six of which were made possible through grant funding totaling more than \$1 million. Projects included: 1) Mission Park ability ballfield phase II; 2) Redband Park boat access and parking lot replacement; 3) Coeur d'Alene Park entrances; and 4) the Finch Arboretum Master Plan. The Dutch Jakes Park renovation project is currently underway with completion set for Labor Day. The Southeast Sports Complex has been designed, bid and construction is underway. Completion is expected by Aug. 1.
- b. <u>Surplus park property</u> Ms. Gilman reported the Land Committee is continuing to work on the surplus park property issue which involves how to define and what the options are for Parks-owned property, not identified as a "park," and whether this property may be surplused. Ben Stuckart questioned if selling any Park land should require a public majority vote. Mr. Stuckart explained he does not believe this was the intent of the city charter. He went on to say just as the 8% of the General Fund is designated specifically to Parks and may not be touched, park-property may not be "sliced off," segregated or treated differently. Ms. Gilman explained the committee is looking at defining what is a park and what is not. One example of a non-park parcel was a vehicle-width parcel of land between two private driveways. The group agreed a clear definition of "a park" will benefit the process on how to proceed with this issue.
- c. <u>School/Library/Parks update</u> The joint use agreements involving Parks, the School District, the Public Library and the City are near final approval. Partnership projects include: 1) City provides the Mullan Road site for a south middle school; 2) City provides the Foothills site for northeast middle school; 3) the School District provides the site for library/schools training center; 4) School District provides the right-of-way to the City at Albi site for future possible development; and 5) Parks provides sites for Liberty and Shadle Park libraries.

3. Recreation Committee – Sally Lodato

a. Winter classes/programs – Ms. Lodato explained a number of community partnerships have made a wide variety of successful classes and programs possible. In the first quarter compared to last year, there has been an increase of 9% in participation with more than 3,200 individuals involved in recreation programs. b. Spokane Public Schools and Library joint use agreement update – A joint use agreement with Spokane Public Schools is being revised to accurately reflect current practices taking place between the School District and Parks. A joint use agreement with Spokane Public Library has been crafted to allow for the future partnership and reciprocal use of space in the libraries for recreation programming and in the parks for library programming.

4. Finance Committee – Bob Anderson

a. 2018 yearend update – Mr. Anderson reported between 2014 and 2016 Parks annual revenue exceeded expenditures by an average of \$700,000 annually. In 2017 and 2018, Parks expenditures exceeded revenues by \$1.3 million which significantly reduced cash reserves. Mr. Anderson explained Parks has three revenue-generating departments, which include Golf, Recreation and Riverfront Park. In 2018, Golf was the only one where the operating revenue exceeded operating costs. Riverfront Park revenues have been negatively impacted by the redevelopment project and Recreation lost revenue by the reintroduction of the free swim program. Other factors in 2018 included the Carnation Building settlement totaling \$650,000 and salary/wage cost increases. Park Board and staff have taken measures to reverse or slow the trend by increasing revenues and reducing expenses, where possible. Mr. Stuckart explained funding from the General Fund, is two years behind which means the 2018 is based on the 2016 General Fund amount. Mr. Stuckart added this year will be based on 2017 which was City of Spokane's highest revenue year in history. Next year's budget is expected to flat line. Parks anticipates a potential turnaround in revenues next year when the redevelopment of Riverfront Park nears completion. Mr. Anderson said the annual operating budget from 2015-2019, has increased an average of 4.2% per year or \$786,000 annually. Mr. Stuckart added he would appreciate a future meeting with Mr. Jones and Mr. Anderson to further discuss Park's budget projections.

5. Urban Forestry Committee - Rick Chase

- a. 2018 tree planting Mr. Chase reported 1,000 trees were given to residents, at no cost, as part of the neighborhood tree program. Urban Forestry planted 180 trees along streets throughout the community, and 300 native plants were planted along Latah Creek and High Bridge Park in partnership with the Land Council.
- b. <u>Spokanopy project</u> The goal of this project is to achieve a 30% tree canopy in Spokane by 2030. Currently, the canopy is estimated at 23%. The additional tree cover is expected to bring environmental, social and economic benefits. This is also expected to set the stage for changes to Spokane Municipal Code Title 17C relating to land use standards.

6. Riverfront Park Committee - Ted McGregor

- a. RFP redevelopment Mr. McGregor reported on following: 1) Expo '74 butterfly unveiling on the north bank; 2) Central Promenade is expected to be open in time for Hoopfest; 3) Pavilion opening is scheduled for this fall; 4) north bank Great Floods playground is expected to open the end of summer 2020; and 5) an open house is set for next week to gather community input regarding the West Havermale improvement project.
- b. <u>Riverfront Spokane fundraising campaign</u> The Riverfront Spokane campaign, headed by the Parks Foundation, has raised \$2 million of \$3 million goal.
- c. Events update Special community events include: 1) Riverfront Eats kicks off

next week featuring a variety of outdoor food vendors serving their specialties every Tuesday; 2) traveling carnival will be at the park as part of the Fourth of July festivities; 3) pre-historic tours are underway; and 4) movies in the park are scheduled for the summer.

E. Adjournment

1. The study session was adjourned at 4:19 p.m.

Minutes approved by:

arrett Jones, Interim Director of Parks and Recreation



Spokane Park Board Retreat

Noon – Friday, June 14, 2019 Looff Carrousel conference rooms, Riverfront Park 507 North Howard Street, Spokane, Washington

Park Board Members:

X Nick Sumner – President

X Jennifer Ogden – Vice President

X Garrett Jones – Secretary Ted McGregor (Absent/excused)

X Rick Chase

X Greta Gilman

X Sally Lodato

X Gerry Sperling

X Jamie SiJohn

Bob Anderson (Absent/excused)

X Barb Richey

X Mike Fagan - Council Liaison

Parks Staff:

Jason Conley
Mark Buening
Fianna Dickson
Jonathan Moog
Al Vorderbrueggen
Carl Strong

Guests:

Mayor David Condon

Minutes

- 1. <u>Welcome/introduction</u> *Garrett Jones* called the meeting to order at noon and reviewed the expectations for the day. Mr. Jones introduced special guest Mayor David Condon.
- 2. City of Spokane Strategic Plan overview Mayor David Condon provided an overview of the City's two-year action plan of the joint administration-Council six-year strategic plan. Mayor Condon explained Parks a key component of this plan pointing out how Parks contributes to public health, raising property values, and further increasing social capital in the area. The mayor posed the question, how does Parks envision the next six years in terms of innovative infrastructure, safe and healthy, urban experience and sustainable resources? He also asked Parks to explore how they can strategically align its fiscal capacity with other municipal organizations, such as libraries and the school district. The mayor shared his plan to further technology to distribute funds and help flourish public programs, such as the new youth pass. He referenced the free swim splash pass and explained how Parks has the ability to gather information on where children are coming from within the city. This data allows the city to see where to market and determine what marketing efforts are effective and which ones are not. The mayor demonstrated how the Parks is at the forefront of the city's marketing campaigns due to the high number of public programs it offers. These programs help increase quality life to everyone in the community and further the social capital within the city.
- 3. Park and Open Space Plan Garrett Jones provided background on Parks strategic plan, and the purpose and intent of this directive document. The state mandates a strategic plan be

developed to provide direction for a six-year span. The last plan developed by Spokane Parks, Road Map to the Future, was adopted in 2010 which focused on stimulating the economy, promoting safety, maintaining historical sites, and encourages community pride. A new strategic plan is needed, at this time, which will provide direction on the capital plan, policies, budgets and serve as an overall roadmap for next six years. In developing this plan, Mr. Jones asked the group to explore the following four areas: 1) look at how the strategic plan will shape the Park and Open Space Plan; 2) determine a mission, vision and values of the plan; 3) identify goals and objectives; and 4) create strategies to achieve the identified goals and objectives. Mr. Jones asked Park Board members to break into groups with staff team leads to work on these four areas. Following the brainstorming session, staff leads reported their key goals for Parks. Results are as follows:

Goal catetory	Number of breakout groups noting item as a primary goal
Volunteerism, mentors, ambassadors, programs	8
Fundraising, donations, in kind, legacies, inheritance, investments	7
Communications, outreach, online, apps, marketing	7
Community, Friends groups, garden clubs and citizen engagement	6
Creating partnerships	6
Accessibility, access, ADA	5
Safety, lighting, security	4

- 4. <u>Riverfront Park redevelopment tour</u> The group took a one-hour site tour of Riverfront Park.
- 2020 budget priorities and Possible Next Bond Project: Jason Conley and Mark Buening reviewed the 2020 budget guidelines and the budget timeline calendar. Mr. Buening explained these guidelines, adopted by the Park Board last year, provide a framework for the budget process. Mr. Conley said one of the primary goals of 2019 was to separate capital out from the operations budget, because unlike operations, capital is typically a multi-year appropriation. The following 2019 general considerations were reviewed: 1) reserve requirement for Parks 2019 budget was to be no less than 5% of the adopted budget; 2) Golf will have a goal of 7% of expenditures fund balance; 3) improve the cash balance of the Parks Fund over the 5% target for contingencies and unexpected expenditures; and 4) seek opportunities to redirect funding to support Parks. Another area reviewed involved a Golf Trueup review. This involves determining if Golf is paying its fair share and if that enterprise fund is receiving the revenue it deserves. The 2020 considerations include: 1) evaluate the impact of state-mandated sick leave and minimum wage increases; 2) budget for the expansion of the Fleet leasing program; 3) develop policy focused on major repair and maintenance of Parks facilities; and 4) develop a timeline/strategy for another GP bond issue focused on neighborhood parks.

Nick Sumner stressed the importance of keeping the level of service Parks currently offers and carrying that level throughout 2020. With rising wages and benefits costs, additional funding

from City Council may be needed in order to continue programs that build social capital within the City. Sumner asserted that new revenue sources need to be created by the Parks. Mr. Conley reminded the group the mayor provided some very insightful guidance earlier in the retreat when the mayor emphasized the vital role Parks play in reaching the goals set out in the city's six-year strategic plan.

Keeping up with the increasing cost of labor, both permanent and temp/seasonal, and the City Fleet lease option were noted as an areas of focus. The option of a volunteer program was discussed in order to help lower costs of maintaining park grounds. In addition to this, a possible mentor program for high school or college credits was brought up by *Jennifer Ogden*. Mr. Jones explained the City is currently looking at a volunteer/grant coordinator. Mr. Buening explained Parks needs to establish some type of reserve fund to be used to maintain Riverfront Park and other park facilities at a level the community deserves. While a percentage of donors' contributions may be assigned to maintenance, Mr. Sumner noted that Parks cannot rely on sponsors and the public to fund maintenance; Parks needs to develop a mechanism to fund these expenses. Mr. Jones added that Fund 1950 has not been refunded for the past few years, and has been significantly depleted for computer replacement, Fleet and various general obligations. Mr. Buening agreed that Fund 1950 should be replenished.

Mr. Conley presented the 2020 calendar budget which involves a timeline from the first draft discussed at the July committee meetings to City Council adopting the 2020 budget on Dec. 16 (preliminary date). Committees have until Aug. 13 to forward their recommendations to the Finance Committee and the final budget will come before the Park Board for approval at the Oct. 10 board meeting.

6. Park Board and Park Board committee meetings - Nick Sumner reviewed options designed to increase efficiency in meeting structure and reduce wasteful paper copies of meeting materials. Of the seven major Park Board committees, including Urban Forestry, Golf, Land, Recreation, Riverfront Park and Finance, Mr. Sumner urged Park Board members to serve on a minimum of two committees, if possible. Mr. Sumner suggested the following options to increase efficiency: 1) schedule committee meetings in the late afternoon; 2) keep meetings to one hour; 3) create agendas which support one-hour meetings; 4) float certain committee meetings to different/appropriate locations, such as Golf being held at the four golf courses; 5) stack similar committee meetings back to back; and 6) committee chairs be responsible for being timekeepers during their committee report section during Park Board meetings. The group agreed committee meetings should be scheduled within the two-week period prior to the regular Park Board meeting. Mr. Jones suggested creating a consent agenda for the Park Board meetings. The consent agenda will allow the board to approve committee-approved recommendations, such as change orders, and contract amendments and renewals with a single vote without discussion. He also suggested the backup documents to these consent items be provided electronically and only a one-page, briefing paper will be placed in the Park Board meeting paper packets. Board members also asked about the option of Skype or Go To Meeting applications to allow members to audio/visual remote in to committee meetings. Another suggestion was for board members to bring their laptops to the meetings, eliminating the need for most hardcopy materials being produced for the meetings. Mr. Sumner urged board members and staff to make adjustments and changes for whatever works best for both

staff and the board to ensure the work is getting done efficiently. Mr. Jones said staff will work with committee chairs on these efficiency suggestions to come up with a proposal package. That proposal will then be sent to the entire board for review and consideration.

7. Adjournment: The retreat concluded at 4:48 p.m.

8. Meeting Dates:

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. July 30, 2019, Woodland Center, Finch Arboretum

Land Committee: 3 p.m. July 31, 2019, Manito Park meeting room, Manito Park Recreation Committee: 5:15 p.m. Aug. 1, 2019, Park Operations lunchroom, 2304 E. Mallon

Riverfront Park Committee: 8:05 a.m. Aug. 5, 2019, City Council Briefing Center Golf Committee: 8 a.m. Aug. 6, 2019, Finch Arboretum, Woodland Center Finance Committee: 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. Aug. 8, 2019, City Council Chambers

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

Minutes approved by:

Garrett Jones, Interim Director of Parks and Recreation



Spokane Park Board

3:30 p.m. July 11, 2019 City Council Chambers, lower level City Hall 808 W. Spokane Falls Blvd., Spokane, Washington

Park Board Members:

X Nick Sumner – President

X Jennifer Ogden – Vice President

X Garrett Jones – Secretary

X Ted McGregor

X Rick Chase

X Greta Gilman

X Sally Lodato

X Gerry Sperling

Jamie SiJohn (Absent/excused)

X Bob Anderson

Barb Richey (Absent/excused)

X Mike Fagan – Council Liaison

Parks Staff:

Jason Conley Fianna Dickson Al Vorderbrueggen

Jennifer Papich

Angel Spell

Berry Ellison Megan Qureshi

Carl Strong

Nick Hamad

Carissa Ware

Steve Conner Katie Kosanke

Pamela Clarke

MINUTES

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

1. Roll Call: Pamela Clarke

See above

2. Minutes:

A. June 13, 2019, Park Board meeting minutes

Motion No. 1: Nick Sumner moved to approve the June 13, 2019, Park Board meeting minutes, as presented.

Bob Anderson 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 June 2019 – Bob Anderson

Motion No. 2: Bob Anderson moved to approve claims for the month of June 2019 in the amount of \$3,817,251.97.

Guests:

Carol Neupert Terri Fortner Andrew Chanse Mike Fagan seconded.

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

6. Financial report and budget update: — Megan Qureshi presented the June financial report and budget update. Park Fund revenue is tracking at 99.53% of the projected budget. Park Fund expenditures are tracking at 101.95% of the projected budget. Ms. Qureshi reported that staff recently discovered an error in the software systems reporting of revenue. This adjustment of \$351,000 in revenue will be reflected in the July financial report. The Golf Fund revenue is tracking at 109.36% of the projected budget. The Golf Fund expenditures are tracking at 98.5% of the projected budget. Of the \$68.06 million Riverfront Park bond budget,\$46.16 million has been expended and \$9.77 million committed, leaving a \$12.13 million budget balance.

7. Special Discussion/Action Items:

A. Golf and Finance committee appointments – Nick Sumner announced that Barb Richey has volunteered to serve on the Golf Committee and Jamie SiJohn has shared a desire to serve on the Finance and Joint Arts committees. Ted McGregor reminded the board that the Park Board probably has three seats on Joint Arts Committee. If this is confirmed by staff, Nick Sumner indicated he will step down from the JAC allowing Ms. SiJohn to serve on the committee.

Motion No. 3: Nick Sumner moved to appoint Barb Richey to the Golf Committee, and Jamie SiJohn to be appointed to the Finance and Joint Arts committees.

Jennifer Ogden seconded.

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

8. Committee Reports:

Urban Forestry Tree Committee: July 2, 2019, Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. July 30, 2019, at the Woodland Center, Finch Arboretum.

Golf Committee: July 9, 2019, Gerry Sperling

A. <u>Irrigation Technologies design contract amendment/Esmeralda Golf Course (\$54,205)</u> – *Nick Hamad* presented the Irrigation Technologies design contract amendment for Phase II design work on the Esmeralda Golf Course irrigation system in the amount of \$54,205. This phase of the project includes construction layout, supervision, punch-listing, as-built creation and central computer programming. The total contract price, including previous work and this amendment, is \$81,105.

Motion No. 4: Gerry Sperling moved to approve the design contract amendment with Irrigation Technologies for work on the Esmeralda Golf Course irrigation system in the amount of \$54,205.

Mike Fagan seconded.

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

B. Resolution for improvements to Downriver Golf Course – Nick Hamad presented a proposed resolution authorizing the study, design and future construction of stormwater facilities on the Downriver Golf Course. As part of the City's long-term stormwater treatment

program, Integrated Capital Management is scheduled to design and construct stormwater treatment system within the Cochran Basin, which encompasses Downriver Golf Course. A memorandum of understanding, approved May 2015, outlined a collaborative agreement between Utilities and Parks noting that Park land may be used for stormwater facilities in exchange for physical improvements and an annual payment from Utilities to Parks. Mr. Hamad explained the proposed resolution gives staff the authority to pursue design work and to see what improvement opportunities exist. Those improvement options would then come before the Park Board for consideration. It was noted the proposed stormwater facilities will not negatively impact citizen's recreational use of Downriver Golf Course, and will improve the citizens' use of the course through increased capital improvements and other on-course features. Mr. Hamad added the proposed stormwater improvements will be consistent with the golf course refinements master plan. Work is not expected to begin until fall of 2021 at the earliest. *Greta Gilman* requested more specific language be added to clarify what improvements might be in exchange for use of Park land for the stormwater treatment project.

Action: The board agreed to defer action until the Aug. 8 Park Board meeting when staff has the opportunity to include additional language, such as "shall include physical improvements and/or other on-course capital improvements negotiated by the Park Board, with cost to be incurred by Utilities."

C. The next scheduled meeting is 8 a.m., Aug. 6, 2019, Finch Arboretum, Woodland Center.

Land Committee: July 8, 2019, Jennifer Ogden

A. <u>Riverfront Park suspension bridge utility easement agreement with Avista</u> – *Nick Hamad* presented the Riverfront Park suspension bridge utility easement, license and permit agreement. The agreement outlines the partnering of Avista and Parks as part of a project to complete repairs of the north and south suspension bridges at Riverfront Park. Avista will donate the completed bridge repair design to Parks in exchange for perpetual utility and access easement across the bridges and adjacent Parks property.

Motion No. 5: Jennifer Ogden moved to approve the utility easement, license and permit agreement between Avista and Parks for repairs to the two suspension bridges at Riverfront Park.

Gerry Sperling seconded.

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

B. <u>Cameron-Reilly, LLC, construction contract/Redband Park art plaza (\$75,534.91, tax inclusive)</u> – *Nick Hamad* presented the construction contract with Cameron-Reilly, LLC, for work on the Redband Park art plaza. *Garrett Jones* added the project is being fully funded by the Spokane River Forum.

Motion No. 6: Jennifer Ogden moved to approve the construction contract with Cameron-Reilly, LLC, for work on the Redband Park art plaza in the amount of \$75,534.91.

Mike Fagan seconded.

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

C. <u>Inter-local cooperation agreement between Spokane Public Schools, City of Spokane,</u> Spokane Public Library, and Parks and Recreation – *Garrett Jones* presented this master

agreement which outlines the implementation of joint ventures involving the School District, the Public Library, the City and Parks. Partnership projects include: 1) City provides the Mullan Road site for a south middle school; 2) City provides the Foothills site for northeast middle school; 3) the School District provides the site for library/schools training center; 4) School District provides the right-of-way to the City at Albi site for future possible development; and 5) Parks provides sites for Liberty and Shadle Park libraries. As part of this umbrella document, additional joint use agreements will be coming before the Park Board for consideration.

Motion No. 7: Jennifer Ogden moved to approve the inter-local cooperation agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Parks and Recreation.

Mike Fagan seconded.

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

- D. <u>Shadle Park land lease and use agreement/Spokane Library Board</u> *Jennifer Ogden* presented the proposed land lease and use agreement involving the Park Board leasing a portion of Shadle Park to the Spokane Library Board for expanding the existing library at Shadle Park.
- E. <u>Liberty Park land lease and use agreement/Spokane Library Board</u> *Jennifer Ogden* presented the proposed land lease and use agreement involving the Park Board leasing a portion of Library Park to the Spokane Library Board for the building of a new library at Liberty Park.

Motion No. 8: Jennifer Ogden moved to approve the proposed land lease and use agreements with Spokane Library Board, as presented.

Mike Fagan seconded.

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

F. The next scheduled meeting is 3 p.m. July 31, 2019, Park Operations Complex, 2304 E. Mallon.

Recreation Committee: July 8, 2019, Sally Lodato

- A. <u>Joint use agreement with Spokane Public Schools</u> *Jennifer Papich presented* a joint use agreement with Spokane Public Schools which is a revision of an existing agreement to accurately reflect current practices taking place between the School District, and Parks and Recreation. This agreement places emphasis on frequent communication, and creating consistent and uniformed terms throughout the agreement that are the same for both parties.
- B. <u>Joint use agreement with Spokane Public Library</u> *Jennifer Papich presented* a joint use agreement with Spokane Public Library to allow for the future partnership and reciprocal use of space in the libraries for recreation programming and in the parks for library programming.

Motion No. 9: Sally Lodato moved to approve the joint use agreements with Spokane Public Schools and Spokane Public Library, as presented.

Rick Chase seconded.

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

C. Athletic tournament fees increase — Carissa Ware presented a proposed athletic tournament fee structure which would increase use fees for the next three years (2020-2022). Ms. Ware explained the fees have not been increased since 2014. The proposed increases will be used to offset continued increases in minimum wage and supply/maintenance costs. Fees will also fund facility repair and improvements. Proposed increases include: 1) increase of \$125/year at Franklin Park for softball/baseball; increase of \$100/year at Dwight Merkel for soccer; and 3) an increase of \$150/year at Dwight Merkel for softball/baseball. Ms. Lodato stressed the importance of putting funds into maintenance of the fields as there should be a value to the users for the increased fees. Mike Fagan asked how it would play out if the increase was scheduled every other year. Ms. Lodato explained an "every other year" fee increase may not be enough to offset the increase in minimum wage. Nick Sumner questioned the reasoning as to why there is a greater increase proposed for softball/baseball tournaments in comparison to soccer tournaments. Ms. Ware explained softball and baseball usage is more labor intensive than soccer. Mr. Sumner suggested possibly increasing the adult fees and reducing the youth rates in hopes of encouraging youth baseball.

Motion No. 10: Sally Lodato moved to approve the proposed athletic tournament fee structure, as presented, for the next three years.

Greta Gilman seconded.

Motion carried with an 8-1 vote.

D. The next scheduled meeting is 5:15 p.m. Aug. 1, 2019, Park Operations lunchroom, 2304 E. Mallon.

Riverfront Park Committee: July 8, 2019, Ted McGregor

- A. <u>Riverfront Park redevelopment update</u> *Garrett Jones* presented the Riverfront Park redevelopment update. Project highlights include: 1) Howard Street Promenade the Central Promenade was fully opened in time for Hoopfest; 2) Pavilion the elevated experience railing installation is underway, and the shade panels/illumination blades are installed with the opening celebration set for this fall; 3) north bank playground Hoopfest announced their commitment to build the signature basketball court made possible by funding from MultiCare; 4) West Havermale Island design development is underway with opening set for early fall 2020; 5) Stepwell signature art piece a fabricator has been identified and \$50,000, out of the remaining \$150,000 in the art budget, will be set aside as a contingency on the project, per a recommendation from the fabricator; and 6) budget staff is on track to meet the internal deadline of Dec. 31, 2019, to encumber all funds in the bond budget.
- B. <u>Values for donor recognition opportunities/Riverfront Spokane campaign</u> *Fianna Dickson* presented the proposed values for donor recognition opportunities of the Riverfront Spokane fundraising campaign. Dollar amounts assigned to specific park items include: 1) adopt a Looff Carrousel animal \$5,000 each for 10 years; 2) Looff Carrousel gathering spaces \$150,000 for all 4 or \$50,000 for each space 3) north, south and north bank picnic shelters \$50,000 each, 4) Pavilion SkyRoom \$150,000; 5) park benches \$5,000 each; 6) Promenade pavers starting at \$1,000; and 7) fence tags \$100 to \$150 per tag.

Motion No. 11: Ted McGregor moved to approve the proposed values for donor recognition opportunities, as presented, for the Riverfront Spokane campaign.

Gerry Sperling seconded.

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

B. <u>Garco Construction change order #17/Pavilion and Promenade (\$179,470, plus tax)</u> – *Berry Ellison* presented change order #17 with Garco Construction for work on the Pavilion and Promenade in the amount of \$179,470, plus tax.

Motion No. 12: Ted McGregor moved to approve change order #17 with Garco Construction for work on the Pavilion and Promenade in the amount of \$179,470, plus tax.

Rick Chase seconded.

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

C. The next scheduled meeting is 8:05 a.m. Aug. 5, 2019, in the City Council Briefing Center.

Finance Committee: July 9, 2019, Bob Anderson

A. Spokane Investment Pool (SIP) second installment resolution/Golf capital improvements – *Jason Conley* presented a proposed resolution requesting a second installment from the Spokane Investment Pool (SIP) in the amount of \$2.5 million to upgrade the four City golf course irrigation systems, and other on-course and off-course improvement over the next four years. The Park Board approved a \$7.5 million SOP loan, with the first installment issued in 2018 in the amount of \$2.5 million. The board approved that all future loan draw requests come in the form of annual resolutions, with the flexibility to adjust the schedule of borrowing, within the \$7.5 million total amount. Mr. Conley explained this year's construction will continue in the fall with the installation of the new irrigation system at Esmeralda Golf Course, along with the design of a new irrigation system at either Downriver or Qualchan golf courses.

Motion No. 13: Bob Anderson moved to approve the proposed resolution, as presented.

Mike Fagan seconded.

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

B. The next regularly scheduled meeting is 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal, first floor City Hall

Bylaws Committee: (Committee did not meet.) Jennifer Ogden

A. Action items: None

9. **Reports**:

Park Board President: Nick Sumner

 Nick Sumner reminded board members and staff to get active on social media in terms of likes, sharing and following Spokane Parks. He explained this support is a good way to spread the word on the exciting developments and opportunities at Parks.

Liaison reports:

- 1. Conservation Futures Liaison No report given.
- 2. <u>Parks Foundation Liaison</u> *Ted McGregor* announced that Hoopfest secured a \$1 million donation from MultiCare to build a signature basketball court at the north

bank playground. He recognized Carol Neupert and Terry Fortner, and thanked them for the strides they have made with the Riverfront Spokane fundraising campaign. Mr. McGregor turned the floor over to Rick Chase who provided background on a campaign to raise funds to memorialize Andrew Vathis, a young Spokane man who was killed in an auto-pedestrian accident on the South Hill in January. Mr. Chase explained a Go Fund Me account was opened in honor of Andrew and received a tremendous response from the community and worldwide. Mr. Chase presented a \$10,000 check, from the Go Fund Me account, to the Parks Foundation in Andrew's memory. Ms. Neupert graciously thanked Mr. Chase and said the foundation will find a place in the park to memorialize this special person.

3. <u>City Council Liaison</u> – *No report given.*

Director's report: Garrett Jones

1. Garrett Jones emphasized the importance of partnerships in so many of the projects Parks is involved from interdepartmental project, to Interlocal agreements with other agencies to community fundraising campaigns. He explained everyone benefits from these cooperative relationships. Mr. Jones thanked Josh Harty and his staff for a successful re-opening of Indian Canyon Golf Course, and Amy Lindsey and her staff for a success Fourth of July celebration at Riverfront Park. He added the Parks Communications staff have released the new "I ● Parks" T-shirts with 100% of the proceeds going a fund for Parks capital improvement. Shirts are available for sale at Boo Radley's and at Atticus Coffee & Gifts, located downtown.

10. Executive Session:

A. None

11. Correspondence:

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

12. **Public Comments**: None

13. **Adjournment**: The meeting adjourned at 5:28 p.m.

14. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. July 30, 2019, Woodland Center, Finch Arboretum

Land Committee: 4 p.m. July 31, 2019, Woodland Center, Finch Arboretum Recreation Committee: 5 p.m. July 31, 2019, Woodland Center, Finch Arboretum Riverfront Park Committee: 8:05 a.m. Aug. 5, 2019, City Council Briefing Center Golf Committee: 8 a.m. Aug. 6, 2019, Finch Arboretum, Woodland Center Finance Committee: 3 p.m. Aug. 6, 2019, City Conference Room Lobby - Tribal, first floor City Hall

- B. Next Park Board: 3:30 p.m. Aug. 8, 2019, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Garrett Jones, Interim Parks and Recreation Director

CITY OF SPOKANE PARK AND RECREATION DEPARTMENT JULY 2019 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - AUGUST 8, 2019

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,276,968.72
MAINTENANCE & OPERATIONS	\$ 971,662.55
CAPITAL OUTLAY	\$ 341,955.36
PARK CUMULATIVE RESERVE FUND	\$ 79,190.79
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 2,413,039.54
GOLF:	
SALARIES & WAGES	\$ 151,690.13
MAINTENANCE & OPERATIONS	\$ 170,324.24
CAPITAL OUTLAY	\$ 3,999.40
TOTAL EXPENDITURES:	\$ 5,408,830.73



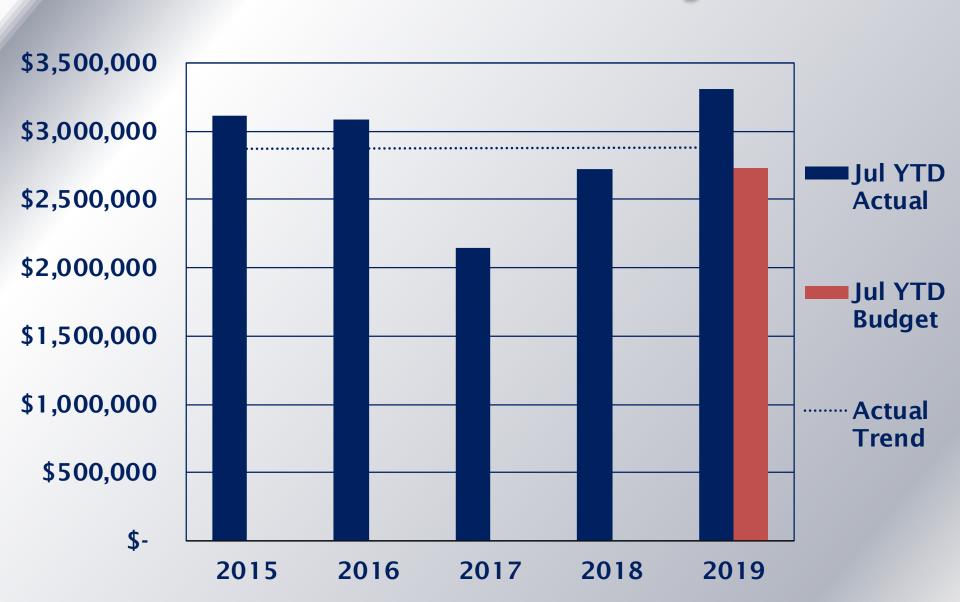
Financial Reports
July 2019

City of Spokane Parks & Recreation PARK FUND - Revenues & Expenditures

As of July 2019	2019	YTD	YTD	% YTD
(in millions)	Budget	Budget	Actual	Budget
Park Revenue	5.86	2.74	3.31	120.96%
Transfers In	17.05	9.59	8.89	92.79%
Funds Available	22.91	12.32	12.20	99.05%
Expenditures	-20.31	-10.21	-10.51	102.91%
Net Capital Outlay	-4.77	0.10	-0.42	-405.68%
Transfers Out	-0.34	-0.26	-0.15	55.34%
NET	- 2.51	1.95	1.13	
Beg. Noncommitted Bal*			- 0.60	
End Noncommitted Bal			0.23	

^{*}For clarification purposes, the 5% Reserve is a reduction against the Beginning Balance.

Park Fund Revenue 5 Year Trend & YTD Budget

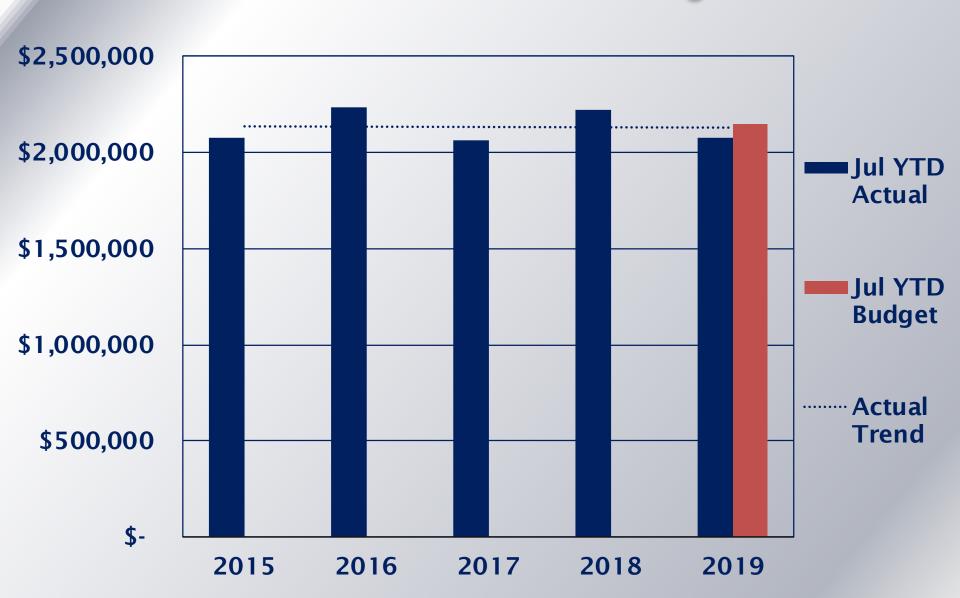


City of Spokane Parks & Recreation GOLF FUND - Revenues & Expenditures

As of July 2019	2019	YTD	YTD	% YTD
(in millions)	Budget	Budget	Actual	Budget
Golf Revenue	3.81	2.15	2.45	113.91%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	2.15	2.45	113.91%
Expenditures	-3.26	-1.50	-1.45	96.62%
Transfers Out	-0.28	0.00	-0.11	0.00%
Capital Outlay	-0.27	-0.02	-0.10	100.00%
NET	0.00	0.63	0.79	
Beg. Noncommitted Bal*			- 0.54	
End Noncommitted Bal**			0.24	

^{*}For clarification purposes, the 7% Reserve is a reduction against the Beginning Balar

Golf Fund Revenue 5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted June 2019	Expended as of July 31, 2019	Committed to Date	Budget Balance
1. South Bank West	10,412,530	10,412,530	-	-
2. South Bank Central	11,743,839	11,685,142	57,861	836
3. Howard St. SC Bridge	-	-	-	-
4. Promenades & Cent. Trail	7,979,273	5,372,706	736,604	1,869,963
5. Havermale Island	22,619,788	16,143,285	6,135,876	340,627
6. snxw mene?	1,741	1,741	-	-
7. North Bank	9,454,662	893,918	874,199	7,686,545
8. South Bank East	160,364	156,847	-	3,517
Program Level	5,690,175	3,909,348	280,086	1,500,741
Total	68,062,372	48,575,517	8,084,627	11,402,228

Spokane Park Board August 2019 – February 2020	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Sumner, Nick – President nsumner@spokanecity.org	2020		✓					✓	✓		CF
Ogden, Jennifer – Vice President jmogden@spokanecity.org	2021	✓		√			✓	Chair		✓	
Ted McGregor tmcgregor@@spokanecity.org	2020	Chair			✓				✓	✓	PF
Greta Gilman ggilman@spokanecity.org	2023			Chair	√	✓			√		
Bob Anderson banderson@spokanecity.org	2022		√			Chair	Alternate				
Sally Lodato slodato@spokanecity.org	2022			✓	Chair			✓			
Rick Chase rchase@spokanecity.org	2022	✓	√				Chair				
Gerry Sperling gsperling@spokanecity.org	2024	√	Chair			√			✓		
Jamie SiJohn jsijohn@spokanecity.org	2023	✓		✓		✓				✓	
Barb Richey brichey@spokanecity.org	2024		√								
Mike Fagan mfagan@spokanecity.org	N/A			✓					√		Council

PF = Spokane Parks Foundation

CF = Conservation Futures

Revised: 08/08/2019

Resolution #	‡

CITY OF SPOKANE PARK BOARD RESOLUTION

A RESOLUTION of the City of Spokane Park Board regarding the South Gorge Trail

Artwork Installation in People's Park

WHEREAS, the Peaceful Valley Trail is planned from Redband Park to People's Park, providing a connection creating opportunities that will physically and educationally connect residents and visitors to the unique cultural, historical, environmental, and spiritual heritage of our region; and

WHEREAS, the proposed art installation is consistent with the Peaceful Valley Trail Interpretive and Wayfinding Signage Master Plan adopted by the Park Board in February of 2019; and

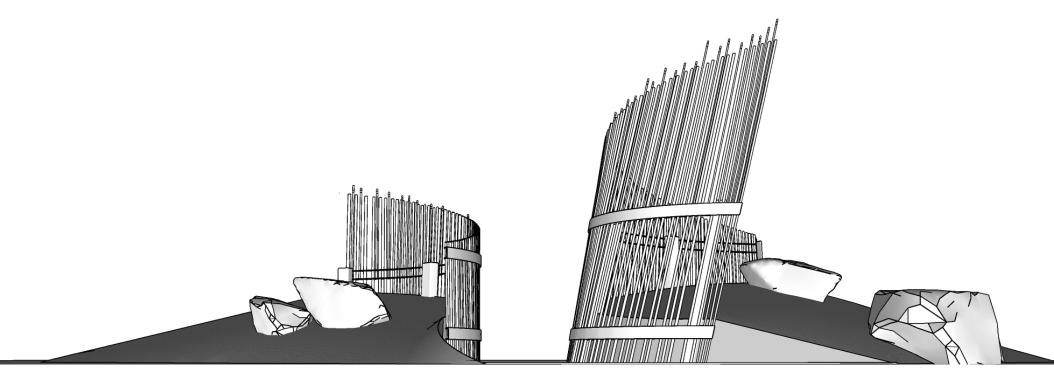
WHEREAS, the proposed "Convergence" art installation has been recommended by the Joint Arts Committee to the Park Board for approval; and

WHEREAS, the City of Spokane and Spokane Arts have collaborated with the Peaceful Valley Neighborhood Council, the Spokane Tribe of Indians, and the Artist; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE PARK BOARD that the Board hereby approves the parties involved to proceed with detailed design, contracting and placement of the Convergence Sculpture within People's Park.

ADOPTED BY THE PARK BOARD ON	
	Park Board President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Convergence



South Gorge Trail Artwork Proposal

Prepared for the city of Spokane, Washington and Spokane Arts- May 22, 2019 Presented to the Peaceful Valley Neighborhood Council- June 12, 2019

By: Sarah Thompson Moore

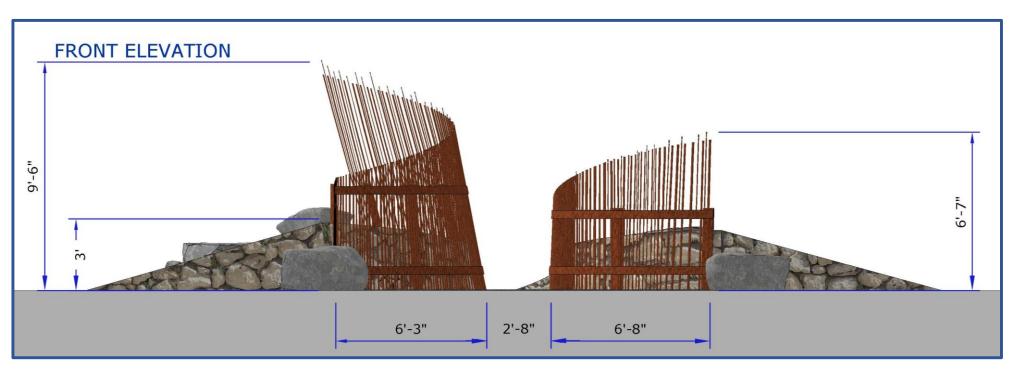
2944 E Fernan Terrace Dr. Coeur d'Alene, ID 83815 (208) 691-2712 - sthompsonmoore@gmail.com www.sarahthompsonmoore.com





DESIGN FOCUS

- ENGAGEMENT- Inviting & accessible- includes functional elements.
- HISTORY- Important Native fishing site, technology & gathering place for many tribes.
- SPOKANE TRIBE- Past, present and future- youth engagement.
- SITE OBSERVATIONS & INTEGRATION- Treasured by many- sun, wind, and the riveruse of natural and recycled materials.
- SITE REQUIREMENTS- Durable, low maintenance, safe, and minimal disruption to site.

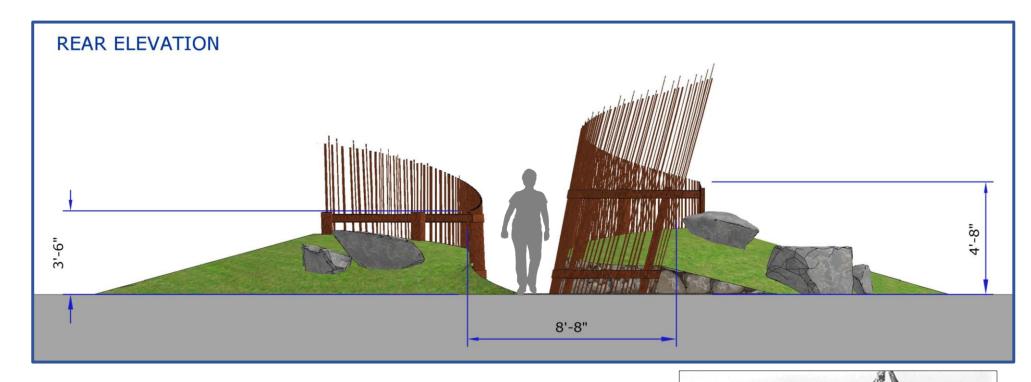


STYLIZED FISHING WEIR

- Celebrates fishing technologies invented and utilized by the Region's Native peoples for thousands of years. A tangible illustration of their relationship with the Spokane River and its salmon.
- The Latah Creek fishing weir is described in *The Spokan Indians*, by Allan Ross- Granite boulder platform traps were used as well as willow mats attached to two horizontal poles, creating a continuous fence across the river. Two barriers were set up 100 yards apart. The first, with a hole for fish to pass through, could be closed to trap the fish inside.

VISITOR EXPERIENCE

- Visitors can walk through and around the installation. Tapered, elegant forms alternate direction and are visually interesting from all vantage points, casting shadows that change throughout the day.
- Small reflective elements on the top-most uprights will glisten and invite from afar while slight movement from the wind will bring the surrounding environment into play as a collaborative force.
- Functional: Boulders for seating and some shade will be provided at various times of the day.



EARTHWORK ELEMENT

Elevated earth & rock retaining wall simulates raised water level as visitors pass through. Rock is one of the methods used to support traditional fishing weirs against the river's current. Granite boulder platform traps were also built to funnel and trap fish at the mouth of Hangman Creek.



ANIMAL PICTOGRAPHS with QR CODES

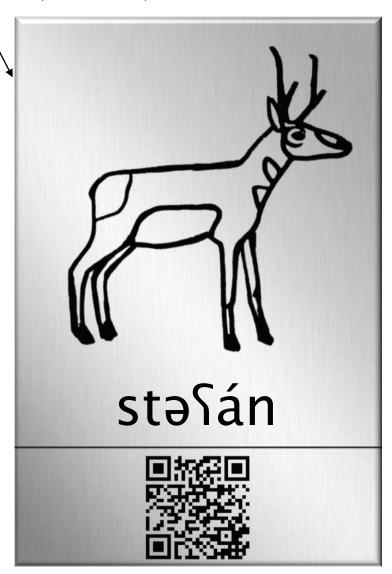
- The Spokane Tribe and culture as alive and well.
- Wildlife share important connections to the history of this site and to Tribal Culture. Some animals that were once prevalent in this area are no longer so.
- Inspired by the practice of bestowing an animal name to children based on particular traits and characteristics of that animal.
- Pictograph animals will be designed by tribal youth with the Salish word inscribed beneath and a QR code that links visitors to more information: pronunciation of the word, the artist's name and a short description or story of what that animal means to them.
- Images can be laser engraved onto stainless steel placards and/or boulders and installed throughout the installation site with the additional possibility of placement along the new trail. Some will be on the sculpture itself, others engraved on boulders, and some displayed on existing or new posts.
- Utilizes modern technology to engage and inform visitors while also involving tribal youth and asserting their connection to the site for future generations.



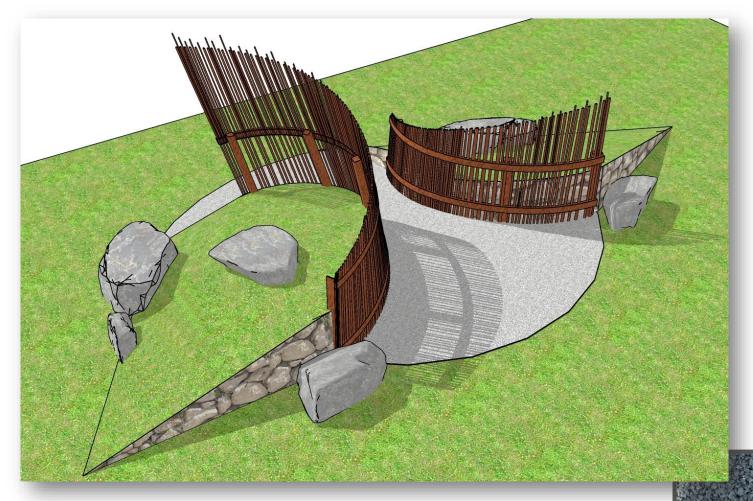


Figure 2

₹ 7 x 4.5" placards or equivalent- at least 8 different animals



MATERIALS



- Local Stone: Rounded granite for the retaining wall and basalt boulders for seating.
- Dirt backfill, seeded with natural grass.
- Weathering (Corten) steel framework.
- Recycled sucker rod for upright elements.
- Some stainless steel for accents at the top.
- Possible use of fiberglass rod for swaying elements.







NUTS & BOLTS

FABRICATION Steel Elements will be fabricated by myself at a shop in Hayden, Idaho. Rolled channel will be outsourced.

INSTALLATION

• The Earth work will be subcontracted to a landscaping/Rock Placing Company and install of the steel structure will be arranged through a licensed construction company.

The steel structure posts will be bolted into concrete footings roughly 2 feet in-ground, and the structure itself will also be tied into the retaining wall. An alternative solution is to set the footings 3 feet into the ground with no bolting to the retaining wall.



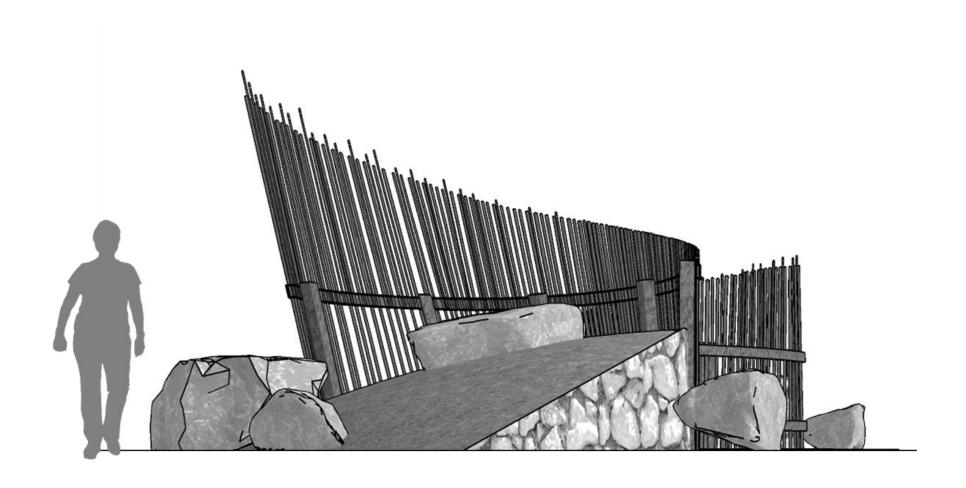


INFORMATION

- Interpretative signage: I will collaborate with Karen Mobley to incorporate descriptions of the fishing methods used at this particular site and how they relate to the sculpture.
- Pictograph placards: create a web page and a user-friendly map to show where all of the pictographs can be found. This can be linked with a directory for public art in Spokane.

SAFETY, MAINTENANCE, & SITE DISTURBANCE

- ADA compliant pathway (width and material).
- At least 50% open space on forms- no places to hide.
- Elevated grounds are compliant with building code height restrictions where railing is not present.
- Required maintenance is minimal to none.
- Site disturbance is low. Most elements are above current ground level with minimal concrete post footings reaching below ground.



Thank you.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 2

NAME OF CONTRACTOR: Engineering Remediation Resources Group

PROJECT TITLE: Dutch Jake's Park Renovation

PROJECT TITLE. Dutch Jake's Park Renovation		
CITY CLERK CONTRACT NUMBER: OPR2019-04	18	
DESCRIPTION OF CHANGE:		_AMOUNT
Item 1: Alternate 2 - underground power Item 2: Added Curb Demo & Replace Item 3: Item 4: Item 5:		\$ 3,480.00 \$ 8,087.00 \$ \$
	TOTAL AMOUNT:	\$ 11,567.00
CONTRACT SUM (EXCLUDE SALES TAX)		
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$339,536.00	
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$71,713.00	
CURRENT CONTRACT AMOUNT	\$411,249.00	
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$11,567.00	
REVISED CONTRACT SUM	\$422,816.00	
CONTRACT COMPLETION DATE		
ORIGINAL CONTRACT COMPLETION DATE	01/31/2020	
CURRENT COMPLETION DATE	01/31/2020	
REVISED COMPLETION DATE	01/31/2020	
Contractor:	Date	8
City Approval:	Date	F
City Clerk Attest:	Date:	
D. A	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

Pre-Approved as to form: Pat Dalton, Assistant City Attorney

BID PROPOSAL

To:

Honorable Mayor

Members of the City Council City of Spokane, Washington

PROJECT:

#4516-19 DUTCH JAKE'S PARK RENOVATION

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Base Bid:	\$	339,536,00
Sales Tax (8.9%)	\$	30,218.70
Total (Base Bid+ tax	()\$	369,754.70
Alternate 1 Bid: (Chestnut Walkway)	\$	10,302.00
Alternate 2 Bid: (Underground power)	\$	3,480,00
Alternate 3 Bid: (Sport court surface)	\$	added in CO #2

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) ___1 & 2 & 3___ and agrees that their requirements have been included in this bid proposal.

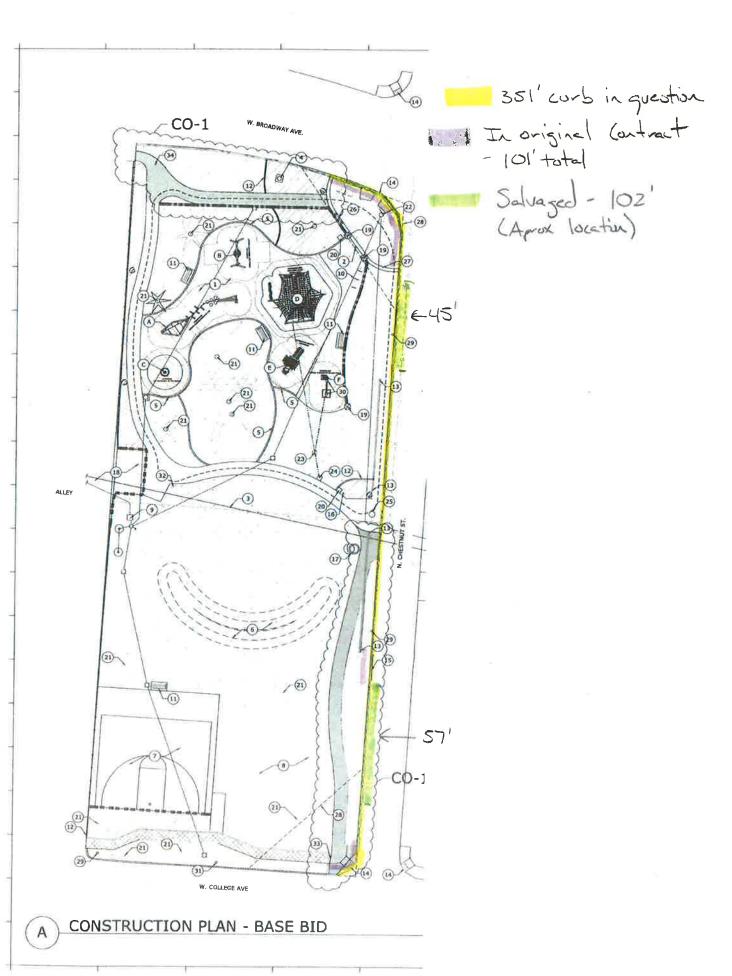
CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and specified work shall be substantially complete by **August 16**, **2019**.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500.00) per working day until the work is satisfactorily completed.

Name			Inc		Chang	e Ord	er Prop	osal	2		Date:	7/16/19
	e of Project:	Dutch J	akes F	Park Renov	ation							
ЕМ	DESCRIPTION	QUANT	U/M		UNIT PRICE							
	DESCRIPTION	GOANT	O/IVI	Labor	Matl	Equip	Subs	LABOR	MATERIAL	EQUIP	SUBS	TOTAL
1 P.M. H	lours for C.O. Preparation	8	HR	\$59.00	\$0.00	\$0.00	\$0.00	\$472.00	\$0.00	\$0.00	\$0.00	\$474.40
2 ERRG	labor to prep for new curb	32	HR	\$56.00	\$0.00	\$0.00	\$0.00	\$1,792.00	\$0.00	\$0.00	\$0.00	\$1,792.00
3 Install of	of new curb by Five Star Concrete	148	EA	\$0.00	\$0.00	\$0.00	\$26,00	\$0.00	\$0.00	\$0.00	\$26.00	\$3,848.00
4 Dispos	sal of Additional Curb	1	EA	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$0.00	\$0.00	\$108.00	\$108.00
5 Excava	ator and Operator Labor Removing Additional Curb	4	HR	\$75.00	\$0.00	\$125.00	\$0.00	\$75.00	\$0.00	\$125.00	\$0.00	\$800.00
6										4.23.00	\$5.00	φουσ.σο
7					v							
SUBTO	OTAL			14	Ť			\$2,339.00	\$0.00	\$125.00	\$134.00	\$7,022.40
A&E	Design			0.00%								\$0.00
Sales T	Гах			0.00%				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overh	head and Fee - Labor			29.00%				\$678.31			7,100	\$678.31
Overh	head and Fee - Equiment, Materials, Subs			15.00%					\$0.00	\$18.75	\$20.10	\$38.85
SUBTO	DTAL										420110	\$7,740
B & O	Taxes			0.484%								\$37.46
Bond	& Insurance			4.00%								\$309.58
TOTAL	L COST PROPOSAL											
3.343.00												\$8,087





TICKETING SERVICES AGREEMENT

Background

- RFP Issued for Concert Production and Ticketing Services (June 2018)
- AXS Group, LLC. selected by the committee based on value, services available and considerations to City.
- Ticketing Partnership: City that allow us to use the AXS.com ticketing platform for Pavilion and park ticket events.

Contract Overview

- 1. Term: Five (5) Years Three (3) Years + Two (2) Year Optional Period
- 2. Exclusive Ticketing Provider (RFP / Pavilion Events Only)
- White Label Ticketing Platform (website Branded Riverfront Park or Pavilion)
- 4. Includes all Box Office Ticketing Hardware ticket scanners, PCs and printers
- 5. Riverfront receives a \$2 per ticket sold rebate on AEG concerts | \$40,000/contract year
- 6. Park will have a dedicated ticketing manager who adds event details –such as ticket prices, presale offers, on sale dates, into the ticketing system.
- 7. Riverfront responsible for on-site ticketing operations and staffing the box office.

Benefits

- Customer Support Seven Days Week (6am 8pm PST)
- Flash Seats Paperless Tickets
- Customer information available for cross promotions, add parking, dinner,
 VIP experiences, etc.
- Branded landing page
- Riverfront responsible for the customer experience

AXS Service Fee Breakout

						WEB	
From		То	Service Fee	СС		SPKN	AXS
\$	Ĥ	\$ 12		S.			
\$	0.01	\$ 10.00	\$ 2.00	\$	0.25	\$0.25	\$1.50
\$	10.01	\$ 14.99	\$ 2.95	\$	0.45	\$1.00	\$1.50
\$	15.00	\$ 19.99	\$ 3.90	\$	0.65	\$1.25	\$2.00
\$	20.00	\$ 24.99	\$ 4.80	\$	0.80	\$2.00	\$2.00
\$	25.00	\$ 34.99	\$ 5.55	\$	1.05	\$2.00	\$2.50
\$	35.00	\$ 44.99	\$ 6.35	\$	1.35	\$2.00	\$3.00
\$	45.00	\$ 54.99	\$ 7.20	\$	1.70	\$2.00	\$3.50



TICKETING SERVICES AGREEMENT

This Ticketing Services Agreement (this "Agreement") is entered into as of July 1, 2019 (the "Effective Date"), by and between AXS Group LLC, a Delaware limited liability company ("AXS") and the City of Spokane, a Washington state municipality ("Client") (each of AXS and Client may also be referred to herein as a "Party"), with reference to the following facts:

WHEREAS, AXS, through itself and its affiliated companies owns and operates proprietary, web-based electronic ticketing systems and applications and systems for the original sale, issuance, resale and/or transfer of tickets to entertainment and sporting events and other rights associated with such events, including but not limited to axs.com (and any successor websites or country specific variations thereof, as well as related mobile platforms) and operation of the AXS Official Resale marketplace which facilitates the creation of a proprietary, branded and controlled resale marketplace ("AXS Official Resale"); and in connection therewith AXS collects and analyzes consumer data, conducts consumer marketing activities, and provides other services in support of the foregoing (collectively, the "AXS Platform"); and

WHEREAS, Client desires to utilize the AXS Platform in connection with ticketing operations and to engage AXS as its agent for providing ticketing and other services to the public with respect to all concerts and other entertainment events (the "Events") which take place at Riverfront Park, including but not limited to the structure known as US Pavilion, Spokane, Washington 99202 (collectively the "Venue"), on the terms and conditions set forth herein. The term "Events" shall include events presented at the Venue by AEG Presents Northwest LLC ("AEG") or other third party promoters (each, a "Promoter") (and such Events may be referred to herein as "Promoter Events") as well as any non-Promoter Events presented at the Venue by Client ("Client Events"), unless specifically stated otherwise herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall continue for a three (3) year term (the "Initial Term"). Upon conclusion of the Initial Term, the term will extend for an additional two (2) calendar years, subject to such City approvals, on the same terms and conditions as set forth herein. The Initial Term and the Option Period (if any) are referred to collectively as the "Term". In the event that Client

is required to conduct an RFP for ticketing services after the end of the Term, Client shall provide AXS with an opportunity to participate in such RFP process. After the expiration of the Term, the parties shall cooperate in order to ensure that full settlement of all ticket proceeds has occurred, and all equipment, as provided pursuant to Exhibit A of this Agreement or any subsequent amendment, has been returned to AXS.

- 2. <u>Ticket Sales Rights.</u> During the Term, AXS shall serve as Client's sole and exclusive provider of primary and resale ticketing software sales and services with respect to all Events at the Venues. AXS shall have the sole and exclusive right to sell all tickets via any means (now known or to be discovered) in connection with all Events, in exchange for the fees as detailed in <u>Exhibit A</u>. Client shall place the entire manifest of tickets on the AXS Platform for all Events, all of which shall be offered via a white label site branded for the Client and/or Venue and www.axs.com. In connection with the sale, resale or issuance of tickets, Client will not endorse, support, integrate with, promote, receive revenue or any other compensation from or authorize the use of, any third party Internet site related to the sale of tickets, ticketing company, or software system related to the sale of tickets for Events. Client will use its reasonable best efforts to not sell tickets to any person or entity that Client believes will re-sell tickets to Events contrary to the intention of this Agreement. For example, sales to brokers shall not be permitted without the consent of AXS and the payment to AXS of required per ticket fees as detailed in Exhibit A of this Agreement.
- 3. <u>License to Client; AXS IP Rights.</u> AXS hereby grants Client a limited, non-exclusive, non-transferable license to access and use the AXS Platform and Hardware (as listed in <u>Exhibit A</u>) solely for Client's internal business use, throughout the Term. AXS and its licensors reserve all rights and licenses in and to the AXS Platform not expressly granted to Client under this Agreement. All intellectual property and proprietary rights as may be developed and/or provided by AXS to Client in connection with the AXS Platform and/or Services pursuant to this Agreement (the "AXS IP"), shall be and remain the property of AXS and its licensors and no portion thereof may be used, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of Client, its employees or agents, except as expressly provided in this Agreement.

4. Accounting Procedures and Settlement.

- A) AXS shall collect all proceeds from the sale of tickets to Events made on AXS channels via AXS's merchant accounts and deposit all such proceeds, including any applicable sales taxes, into an account maintained by AXS, and shall be entitled to deduct any credit card processing fees or other fees due to AXS from Client or a Promoter prior to disbursing the Client Fee and the remaining net ticket proceeds (each, a "Settlement Payment") in the manner described below.
- B) Sales Taxes. For all primary market ticket sales, Client is responsible for the accurate rate programming for sales and other applicable tax collection on tickets and any related fees sold on the AXS Platform. Any taxes collected as part of primary ticket

sales using AXS merchant accounts will be remitted as part of the Settlement Payment and will be the responsibility of the Client to file and remit timely with the applicable taxing authorities. Client may direct AXS to remit taxes collected to Promoters at its discretion. For AXS Official Resale transactions, AXS will be responsible for all tax programming, collection, filing and remittance of sales and other taxes collected to the applicable taxing authorities, including the State of Washington or other taxing authority with jurisdiction over the Event.

- (C) <u>Client Events</u>. For Client Events, AXS shall make Settlement Payments to Client via ACH every Thursday, to the account designated by Client to AXS in writing, with respect to Client Events which took place during the previous Monday through Sunday.
- (D) <u>Promoter Events</u>. For Promoter Events, AXS shall make Settlement Payments to the applicable Promoter designated by Client for such Promoter Event, via ACH in accordance with the pre-arranged payment schedule and terms between AXS and the Promoter, provided, however, that Client shall in any case receive an amount equal to the Client Fee for each Promoter Event ticket sold via AXS channels, either (i) directly from AXS, or (ii) from the applicable Promoter if Client and the applicable Promoter direct AXS to remit it to the Promoter who will then remit it to Client.
- (E) Reports. AXS will provide Client with online access to reports summarizing all applicable account activity.
- Refunds AXS Channels. For sales of tickets to events made on AXS (F) Channels through AXS's merchant account, Client or Promoter (as applicable, as to their respective Events) may authorize AXS to grant refunds on a case by case basis. Ifan Event is canceled and not rescheduled, then AXS shall issue refunds with respect to such transactions, and AXS shall deduct the amounts of such refunds and related chargebacks from the next Settlement Payment (whether to Client or Promoter). If the ticket proceeds are insufficient to cover the refunds or if an Event has been cancelled, (i) Client or Promoter shall immediately electronically deliver sufficient funds for AXS to make such refunds, into an account specified by AXS not later than two (2) business days after receipt of AXS's invoice therefore, or (ii) such amounts shall be deducted from the next Settlement Payment(s) until fully repaid. AXS shall have no obligation to make any such refunds unless AXS has retained and/or is provided with sufficient funds to make such refunds and shall proceed under option (ii) of this Section at its sole discretion. In addition, if such amount required for refunds is not timely received by AXS, AXS may, in its sole discretion, withhold payment of all refunds until it has received such invoiced amounts from Client or the applicable Promoter. AXS will make such refunds for a period of thirty (30) days after the date upon which AXS is in possession of the required funds. After such thirty-day period, Client or the applicable Promoter shall be solely responsible for making all refunds and AXS shall have no further responsibility to make refunds with respect to the cancelled Event and shall have no liability whatsoever with respect thereto. AXS shall be entitled to all credit card fees incurred by AXS in connection with the cancelled Event in the event that an AXS merchant account was used for such Event. with such reimbursement either being paid by Client or the applicable Promoter

immediately upon invoice or, at AXS' sole discretion, such reimbursement amount being deducted from monies owed to Client or Promoter under the next settlement periods.

(e) <u>Refunds – Client Channels</u>. For sales of tickets to Events that later get cancelled that were made on Client channels through Client's merchant account (i.e. sales made directly by Client from the Platform or via the Venue box office), Client shall be solely responsible for effecting the payment of refunds to purchasers.

5. Data.

- Purchaser Data. Client and AXS shall jointly own all data (i) provided by users of the AXS Platform for Events at the time that such users purchase tickets to Events (the "Ticket Purchasers"), including but not limited to, names, email addresses, phone numbers, profile information, purchasing history, and other marketing or identifying information (including demographic information gathered and/or provided by third parties, including for example, Experian), so long as the Ticket Purchaser has consented to the collection and use of such information; and (ii) such other data regarding the Events as may be collected by AXS in the performance for Client of the Services (collectively, the "Purchaser Data"). Client grants to AXS a perpetual, worldwide, fully paid-up, nonexclusive right and license to use, analyze, modify, and copy the Purchaser Data for any lawful purpose deemed appropriate by AXS, including using such information for marketing and/or analytical purposes; to disclose to third parties de-identified or aggregated Purchaser Data; and to use all Purchaser Data for the purpose of providing AXS ticketing services (such as displaying ticketing purchase and transfer history) to such Ticket Purchasers, whether pursuant to this Agreement or otherwise. AXS grants to Client a perpetual, worldwide, fully paid-up, non-exclusive right and license to use, analyze, modify, and copy the Purchaser Data for any lawful purpose deemed appropriate by Client, including using such information for marketing and/or analytical purposes; to disclose to third parties de-identified or aggregated Purchaser Data; and to use all Purchaser Data for providing any services to such Ticket Purchasers, whether pursuant to this Agreement or otherwise. Client and AXS agree to collect, hold and use such information in compliance with all applicable laws and in accordance with applicable privacy policies. Each of Client and AXS agrees to indemnify and hold harmless the other party, and their affiliates, officers, directors, agents and employees from and against any claim or lawsuit arising out of, or relating to the use of, Purchaser Data by the indemnifying party. This Section 5(a) shall survive the termination of this Agreement. To the extent that Purchaser Data is a public record under Washington State law, such Data will be provided upon request to anyone who requests the Data.
- (b) Event Data. Client will furnish to AXS or enter into the electronic AXS Platform, as the case may be, all necessary information and proposed arrangement of the Venue for each Event, including seating layout, ticket prices and structure, permissible discounts, ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as AXS may reasonably request or that may be necessary for the proper sale of tickets through the AXS Platform (collectively, "Event Data"). Included in such information will be Client's prepared disclaimer respecting refunds, Client's assumption

of risk of injury and such other relevant information, as Client and AXS deem appropriate. Such Event Data shall be provided to AXS sufficiently in advance of any on-sale date or ticket sales for each Event, whether AXS or Client is handling event creation (as detailed in Exhibit A). Client promptly will reimburse AXS for any additional costs it incurs as a result of changes made to this information after tickets for the applicable Event have been sold. Client shall be responsible for monitoring and assuring that Event Data or any other information posted by Client and/or AXS (including its assigns or designees) in connection with any Event(s) and/or the Services is accurate and up-to-date. Client acknowledges that AXS (and its assigns and/or designees) shall be entitled to rely on information posted by and/or approved by Client. Notwithstanding anything in this Agreement to the contrary, AXS will have no liability to Client under this Agreement for any act or omission by AXS in reliance on any Event Data so furnished by Client or in the event of any delay or failure by Client to so furnish any Event Data.

6. Representations and Warranties.

- (a) Each of AXS and Client represent, warrant, and covenant to the other that: (i) it has the right and power to enter into this Agreement, to grant the rights hereunder, and to perform all terms hereof; (ii) it is duly organized and in good standing under the laws of its state of organization; (iii) the entering into and performance of this Agreement will not violate any judgment, order, law, contract, regulation, or agreement applicable to such party or violate the rights of any third party, or result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) the individual executing this Agreement, and whose signature appears below is duly authorized to execute this Agreement; and (v) it has been advised of its right to seek legal counsel of its own choosing in connection with the negotiation and execution of this Agreement.
- (b) Client represents and warrants that it has the exclusive right to sell tickets as the owner (or owner's designee) of the Events, and to grant AXS the exclusive right to sell tickets in connection with Events as provided in Section 2 above.
- (c) Each party will comply with all laws, rules and regulations ("Laws") applicable to such party in any country in which they do business under this Agreement, including but not limited to such Laws as they may relate to collection, use or storage of data. Client shall be solely responsible for compliance with all Laws with respect to Events.
- 7. <u>Disclaimer</u>. Client agrees that, except as set forth in this Agreement, Client's and its ticket purchasers' use of the services and the AXS IP are provided on an "AS IS," "AS AVAILABLE" basis without any warranties of any kind, whether express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose by Client or its ticket purchasers.
- 8. <u>Limitation of Liability</u>. Neither party shall be liable to the other party for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement or the operation of use of the AXS IP or the services. Nothing herein shall limit the ability of either party to obtain actual damages from the other upon the

occurrence of a default following applicable cure periods. Neither party shall be liable to the other for (a) damages (regardless of their nature) for any delay or failure by such party to perform its obligations under this Agreement due to a Force Majeure event as defined in Section 10 (b) below); or (b) claims made of a subject of a legal proceeding against AXS more than one year after any such cause of action first arose.

9. <u>Address for Notices</u>. All notices and other communications required hereunder shall be made in writing and delivered to the following: physical addresses with a corresponding email to the following email addresses:

If notice to AXS:

AXS Group LLC 425 W. 11th Street Los Angeles, CA 90015

ATTN: Tom Andrus (tandrus@axs.com), and

Victoria von Szeliski (vvonszeliski@axs.com)

If notice to Client: City of Spokane Parks & Recreation

808 W. Spokane Falls Blvd.

Spokane, WA 99201

ATTN: Amy Lindsey alindsey@spokanecity.org

10. Termination.

- (a) Termination for Breach. Except as otherwise contemplated herein, either Party shall have the right to terminate this Agreement if the other Party commits any material or repeated breach of any of the provisions of this Agreement and (in the case of a breach which is capable of remedy) fails to remedy the same within thirty (30) days after receipt of written notice from the other Party giving full particulars of the breach and requiring it to be so remedied (provided if the default cannot be reasonably cured within such thirty (30) days, the breaching Party shall not be in default if such breaching Party commences efforts to cure such breach within such thirty (30) day period and thereafter diligently and in good faith continues to cure the default); provided that neither Party may terminate this Agreement if the terminating Party is at the time in material breach of any of the provisions of this Agreement (other than as caused by the other party's material breach).
- (b) Extension of Term for Force Majeure. In the event of a Force Majeure event, the Term of the Agreement will be extended by the period of time that such Force Majeure Event results in the failure or delay of such Party in the performance of any obligation under this Agreement or by an amount of time equal to the time that Events was not capable of being scheduled or presented at the Venue as a result of such Force Majeure event.
- (c) <u>Termination for Insolvency</u>. AXS or Client (the "<u>Insolvent Party</u>") shall provide immediate written notice to the other Party in the event that any insolvency,

assignment for the benefit of creditors, bankruptcy or similar proceedings are instituted by or against such Insolvent Party. If such proceedings remain undismissed for a period of thirty (30) days after such institution, the other Party may immediately terminate this Agreement by written notice to the Insolvent Party.

(d) <u>Survival</u>. The Parties' rights and obligations which, by their nature, would continue beyond termination, cancellation or expiration of this Agreement, including, without limitation, confidentiality provisions, product warranties and governing law, shall survive any such termination, expiration or cancellation. The rights and remedies provided in this paragraph shall be cumulative and not exclusive of any rights or remedies provided by applicable laws. Any termination of this Agreement shall not affect any right or claim hereunder that arises prior to such termination, which claims and rights shall survive any such termination.

11. Miscellaneous Provisions.

- (a) <u>Waiver</u>. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.
- (b) <u>Identification as Client</u>. Subject to prior written approval of Client as to form and content, AXS may use the name of and identity of Client as an AXS customer in advertising, publicity or similar materials distributed or displayed to prospective customers or others.
- (c) <u>Severability</u>. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.
- (d) <u>Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of AXS and Client and their respective permitted successors and assigns. Neither party may assign, convey, or transfer any interest in any or all of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that such consent shall not be required (i) in the case of a collateral assignment to a lender, (ii) in the case of an assignment to any purchaser successor-in-interest which acquires a party and is capable of performing all obligations of the assignor hereunder, throughout the Term, (iii) in the case of an assignment by Client of its interest in this Agreement in connection with a sale of the Venue, or (iv) in the case of an assignment of its interest in this Agreement to a manger or an operator of the Venue, provided such manager or operator is capable of performing all obligations of assignor under this Agreement.
- (e) <u>Entire Agreement; Amendments</u>. This Agreement and the <u>Exhibit A</u> attached hereto comprises the entire agreement between the parties and may not be

modified or amended except by written instrument signed by authorized representatives of the parties.

- (f) Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the principles of conflict of law. Other than any claim for equitable or injunctive relief, which shall only be brought in a District Court in Los Angeles County, California, all other claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be decided by binding arbitration before one mutually agreed upon neutral arbitrator in Los Angeles, California in accordance with the Comprehensive Commercial Arbitration Rules of JAMS then in effect. Each party shall bear its own costs in connection therewith except that the prevailing party shall be entitled to recover, and the arbitrator shall be empowered to award, costs and reasonable attorneys' fees to the prevailing party.
- Force Majeure. The term "Force Majeure" means causes or events (g) beyond the reasonable control of a party that result in the failure or delay of a party in the performance of any obligation under this Agreement, that include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, pandemic outbreak, war or civil disturbance, strikes or other labor unrests, embargoes, and other governmental actions or regulations that would prohibit either Party from performing any of its obligations hereunder, delays in transportation and inability to obtain necessary labor, supplies, or manufacturing facilities. Neither party shall be liable or deemed in default as a result of any delay or failure in performance of this Agreement resulting from a Force Majeure event, but only for so long as such delay shall continue to prevent performance. In addition, when an Event or other use of the Events is prevented by operation of law, or if the Events does not take place because of the occurrence of a Force Majeure event that prevents the performance under this Agreement by AXS or Client of a material obligation under this Agreement, Client and AXS agree that each party shall be due any and all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time performance is excused.
- (h) <u>Electronic Signature; Counterparts</u>. This Agreement, and any other documents requiring a signature hereunder, may be executed via fax, email, or other electronic means, and in one or more counterparts, each of which will constitute an original.
- 12. <u>Insurance</u>. During the Term, each Party shall maintain in force at its own expense, as the named insured, each insurance policy noted below. Self-insurance in the amounts and types described below shall satisfy this requirement.
- (a) <u>Worker's Compensation Insurance</u>. Workers compensation insurance coverage in the amount required by statute and employee liability insurance in an amount of not less than \$1,000,000; and
- (b) <u>General Liability Insurance</u>. Customary commercial general liability insurance policy, on an occurrence basis, with a combined single limit of not less than \$1,000,000

each occurrence and \$2,000,000 in the aggregate (covering bodily injury, advertisement injury and property damage).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

AXS	CITY OF SPOKANE
By	By
Type or Print Name	Type or Print Name
Title	Title
WA. UBI No. City of Spokane Business Endorsement No.	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Certificate Regarding Debarment
Attachment B – RFP Response

Attachement C – Fees and Service Details

EXHIBIT C

FEES AND SERVICES DETAILS

1. Per Ticket Fees. In consultation with Client (and Promoter, if applicable), AXS shall designate the per ticket convenience charge to be assessed to consumers on AXS sales channels in advance of the on sale of each Event, taking into account Event type, regional and other market conditions, face value of tickets, and other factors customarily reviewed in connection with setting up sales of tickets to an Event. AXS shall pay Client a per Ticket Fee out of the per ticket convenience charges that are assessed to consumers on sales of tickets to Events made on AXS Channels, in the amount of \$2.00 per Ticket (each, the "Client Fee"), to be disbursed consistent with Section 4 of the Agreement.

Notwithstanding the above, Client shall have the ability to deliver internal and complimentary tickets (i.e. tickets with zero face value) for Events at no charge, provided that if Client sells or distributes such tickets through any channel or partner for value or sells or provides such tickets for resale, then the appropriate per ticket AXS Fee shall apply. Notwithstanding anything herein, Client and AXS agree that Client shall not ticket Events that are offered to the public free of charge unless mutually agreed at a reasonable time prior to such Events being offered.

2. <u>Per Order Delivery and Handling Fees</u>. AXS shall charge the following per order amounts for handling and delivery of tickets:

Mobile Delivery (Flash/AXS ID): \$0.00

Standard Mail: \$15.00 per order

Will Call: \$6.00 per order

Flash/AXS ID shall be the only free, and only electronic, form of delivery of tickets to Events.

Credit Card Processing.

(a) <u>Sales Made by AXS</u>. All AXS channel sales (Internet, mobile and call center (if applicable) will be processed via an AXS merchant account owned by AXS. AXS will provide Client with credit card processing and chargeback services, for a fee equal to 3% of the gross transaction value, which is calculated and deducted prior to remitting the Settlement Payments, as described in Section 4 of the Agreement. This processing fee includes merchant bank fees, processing, gateway fees, chargeback challenge administration or any other fee associated with the merchant account or processing of credit card payments. AXS will dispute chargebacks and assume risk on chargebacks sold via the AXS merchant account.

- (b) <u>Sales Made by Client at Venue</u>. All Client sales (at-Venue or box office sales) will be processed by Client via a merchant account owned by Client. Client shall therefore be responsible for any credit card fees and chargebacks related to sales via its merchant account as applicable.
- (c) <u>AXS Fees for sales at Venue</u>. AXS Fees as detailed in Section 1 above shall be due to AXS on all ticket sales made on the Platform through Client's merchant account, which AXS may offset via any amounts due to Client, consistent with Section 4(a) of this Agreement.
- 4. <u>AXS Ticketing Technology</u>. AXS ticketing software and technology that shall be included within the AXS Platform includes, but is not limited to, features such as self-serve inventory management tools and point of sale support and integration. More specifically, the AXS Platform includes:
 - Tickets to Events can be made available for sale to the general public on the AXS Platform (i.e. the Platform is capable of "primary" market ticketing sales);
 - Tickets to Events can be posted for resale, and the primary and resale tickets can be made available in a "Co-mingled" marketplace;
 - Access to the both a Web-based electronic ticketing system for original sales of tickets to Events and a PC-based ticket selling system designed for use in box offices; and
 - Client shall receive the number of end-user licenses reasonably necessary in order to provide use of the AXS Platform during the Term in accordance with the terms and conditions hereof.
- 5. AXS Anywhere Discovery and Distribution Program. Client may choose to allocate primary market tickets through any of AXS' third party distribution partners, such as Groupon and Goldstar (each, a "Distribution Partner"). Upon receipt of written direction from Client, AXS shall provide the appropriate Distribution Partner access to an AXS system API for the relevant Event(s) at no cost to Client (though AXS reserves the right to charge the Distribution Partner or any relevant third party negotiated amounts for such access). AXS shall be due the per ticket AXS fees for any ticket sold by any Distribution Partners and such ticket shall also be subject to any separate terms negotiated between AXS and the applicable Distribution Partner(s).
- 6. <u>AXS Marketing Support</u>. AXS will provide the following additional marketing support, at standard market rates, to Client:
 - AXS Discovery partnerships, including but not limited to, Spotify, Facebook, Songkick, Bandsintown and YouTube, expanding consumers' ability to find the Events;
 - Client branded purchase experience that integrates primary and resale inventory;
 - Events will be featured on AXS.com;
 - Various detail pages (event, venue, promote, etc.) will promote Events and available ticketing options; and
 - Client will receive AXS.com database marketing support in Spokane and surrounding areas.

- 7. <u>Set-Up/Conversion/Training/Support/Upgrades</u>. The AXS setup fee will be waived for Client. Training and support will be provided at no cost to Client, including remote tech and IT support. System upgrades that are generally made available to all AXS clients will be made available to Client at no cost.
- 8. <u>AXS Call Center</u>. AXS will provide consumer facing call center services for sales of Client's Event tickets at no cost to Client (other than the per ticket and per order fees described above which are passed on to consumer). AXS' consumer call center is open seven days a week from 9:00am 11:00pm (EST).
- Box Offices & Connectivity/Equipment. Client is fully responsible for staffing to operate the box offices and on-site locations. Client shall have the option to request AXS to provide staffing, on either an on-going or one-off/Event specific capacity, subject to mutual agreement as to terms and costs (inclusive of travel, staffing, per diems, etc.) and fees to be payable to AXS, prior to AXS commencing such services. AXS agrees that it shall not charge Client more than the rates charged to other comparable clients for comparable events, as may be reasonably adjusted taking into account the services required, travel costs, labor costs, market conditions, etc. in comparable regions. In addition to staffing the box office(s), Client will be responsible for standard Internet connections to AXS and Wi-Fi connectivity for access control at its locations. AXS will provide the necessary equipment to Client to sufficiently equip two box office locations and manage access control during the term of agreement at no charge, including with PCs and monitors, ticket printers, credit card swipers and iTouch scanning devices, with exact numbers of such equipment to be determined by AXS in good faith. If additional equipment is required for special or unique Events or circumstances, costs for such additional equipment shall be determined by AXS in good faith. AXS will own the equipment and will be responsible for maintenance and upgrades of equipment. Client is responsible for any equipment damage due to its neglect.
- 10. <u>Ticket Stock</u>. AXS Branded ticket stock can be provided at no charge. Client is responsible for paying for Client branded ticket stock.
- 11. <u>Implementation Support</u>. AXS will designate an Implementation Lead and Account Manager at the onset of implementing Client onto the AXS Platform. For the initial three (3) months of implementation, weekly or bi-weekly meetings will be held to ensure a mutual exchange of information and efficient identification of issues and priorities. The AXS Implementation Lead, along with a designated AXS Account Manager, will:
 - provide guidance, as requested, on best practices on the AXS Platform and the business operations of Client (if so desired);
 - build initial "base" events from maps provided by Client, which Client will then validate for accuracy to be used as reference in subsequent event building process;

- work on the backend configuration of the client database and in some case, working in tandem with a representative from Client to validate configuration settings.
- manage the initial event creation, with Client responsible for subsequent setup of events;
- work with a representative from the Client to identify any customer, sales or payment data that is to be converted over to the AXS Platform from a previous provider.

The AXS IT and technical team will be responsible for the installation of any hardware, including AXS-provided box office equipment (for example, PCs, credit card readers, ticket printers) along with configuring and setting up access control system. AXS' IT team will also provide a training session to provide high level overview of several areas, including the installation of the AXS Platform, how to manage auto-updates to the AXS Platform as well as training on the AXS access control platform.

12. Optional Value Added Services. At Client's option, a new Client Website can be built by carbonhouse (an affiliate of AXS) and fully integrated with AXS.com for "publish once" functionality, with the cost of the initial building and ongoing monthly fee to be mutually negotiated. Additionally, at a cost and pace to be negotiated, AXS may offer or facilitate for Client the development of a mobile app, CRM programs, email marketing technology, analytics services and premium pricing services.

AXS		CITY OF SPOKANE	
Ву		By	
Signature	Date	Signature Date	
Type or Print N	Name	Type or Print Name	
Title		Title	
WA. UBI No.	City of Spokane Business Endorsement No.		
Attest:		Approved as to form:	
City Clerk		Assistant City Attorney	



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

Change Orde	er Number: 18	Change Order Effective Date: (date when executed by both parties)	8/12/19
Project:	PAVILION DESIGN-BUILD PROJECT	Design-Builder's Project No: Date of Agreement:	172100 APRIL 13, 2017
Owner:	CITY OF SPOKANE - PARKS & RECREATION DIVISION	Design-Builder: GARCO CO	NSTRUCTION, INC.

	<u>AREA</u>	DESCRIPTION OF CHANGE	<u>AMOUNT</u>
Item 1	PAV	CO#9 Signage Credit	\$ (15,456)
Item 2	PAV	Seat Wall Configuration Design Costs	\$ 2,658
Item 3	PAV	Added Work to Install Hydrant at Washington	\$ 6,873
Item 4	PAV	Modify 2 nd Stage Power in Central Plaza	\$ 5,269
Item 5	PAV	Add Custom Vinyl Wall Covering with Graphics	\$ 30,298
Item 6	PAV	Modify Landscaping in Central Green & NE Entry	\$ 18,787
Item 7	PAV	Grade / Add Rock Walls for Sound Pad	\$ 7,372
Item 8	PAV	ReStripe Post Street	\$ 864
Item 9	PROM	New Blue Bridge Chain Link Handrail	\$ 81,104
Item 10	PROM	Unforeseen - Irrigation Leak on Centennial Trail	\$ 12,826
Item 11	PROM	Repair Damage from Existing Blue Bridge Water Line Leak	\$ 3,710
Item 12	PROM	Repair Blue Bridge South Abutment	\$ 1,713
		TOTAL AMOUNT	\$ 156,018

Original Contract Price:	\$14,500,000
Net Change by Previous Change Orders:	\$5,751,772
Net Change by GMP Amendment:	\$
Net Change by Change Order No <u>18</u> :	\$156,018
New Contract Price:	\$ 24,557,790
Original Contract Substantial Completion Date:	May 30, 2019
Adjustments by Previous Change Orders: 64	(calendar days)
Adjustments by Change Order No <u>18</u> : 0	(calendar days)
Revised Scheduled Substantial Completion Date for Site of	Only August 2, 2019
Price and Contract Time as stated above. Upon execution	lder agree to modify the Agreement's Scope of Work, Contract on, this Change Order becomes a Contract Document issued in of General Conditions of Contract Between Owner and Design-
OWNER:	DESIGN-BUILDER:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	
Date:	

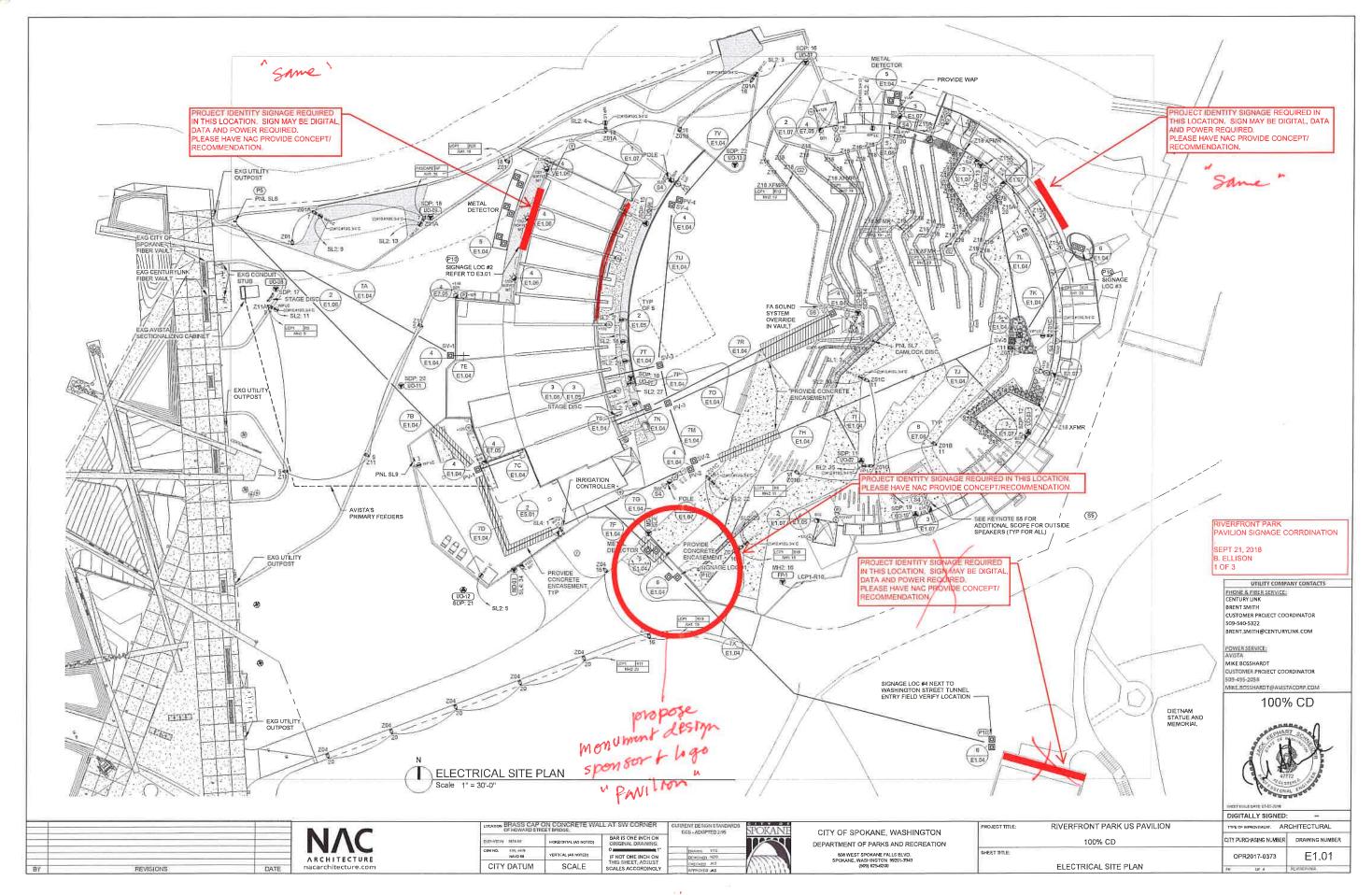


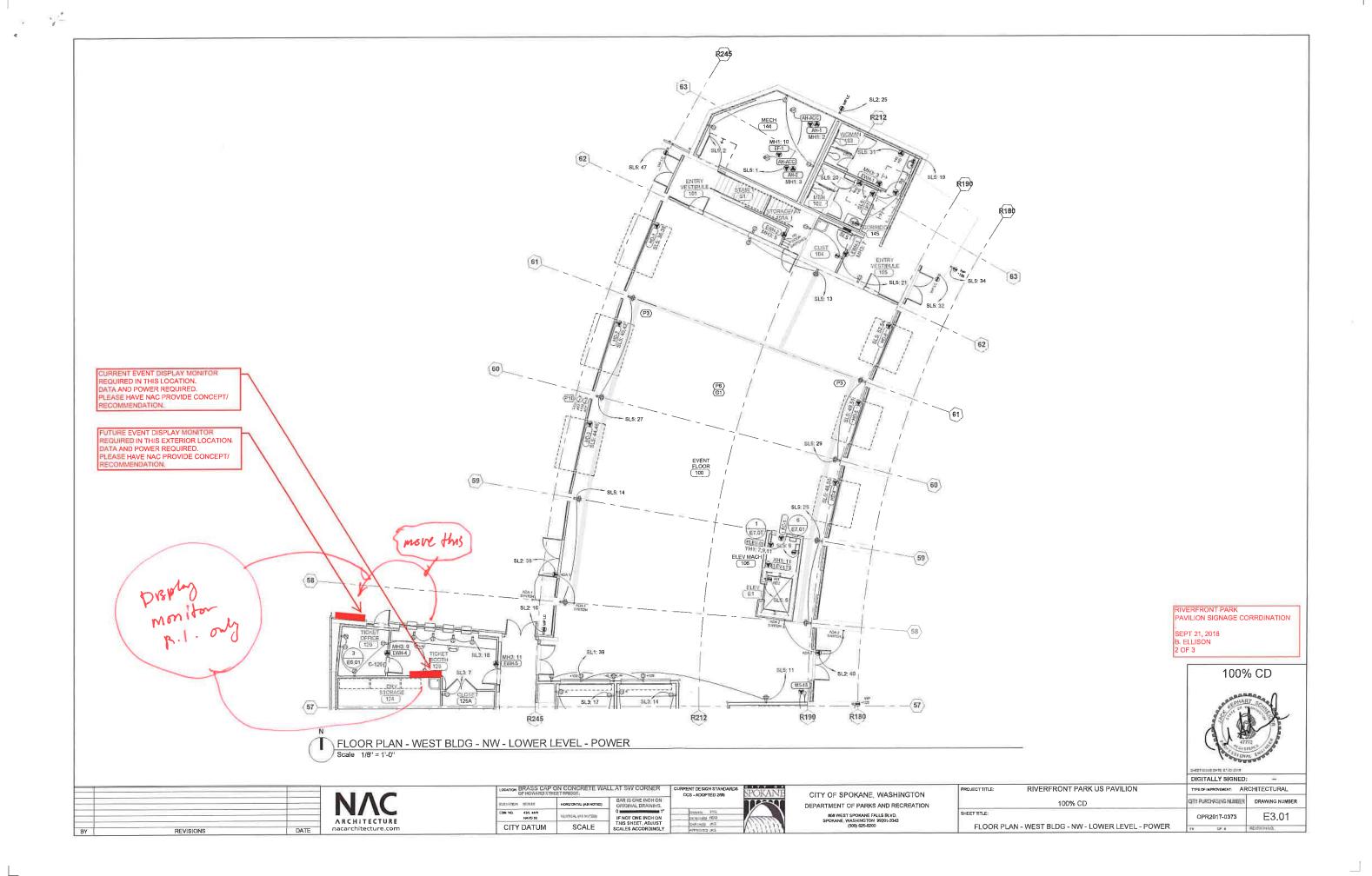


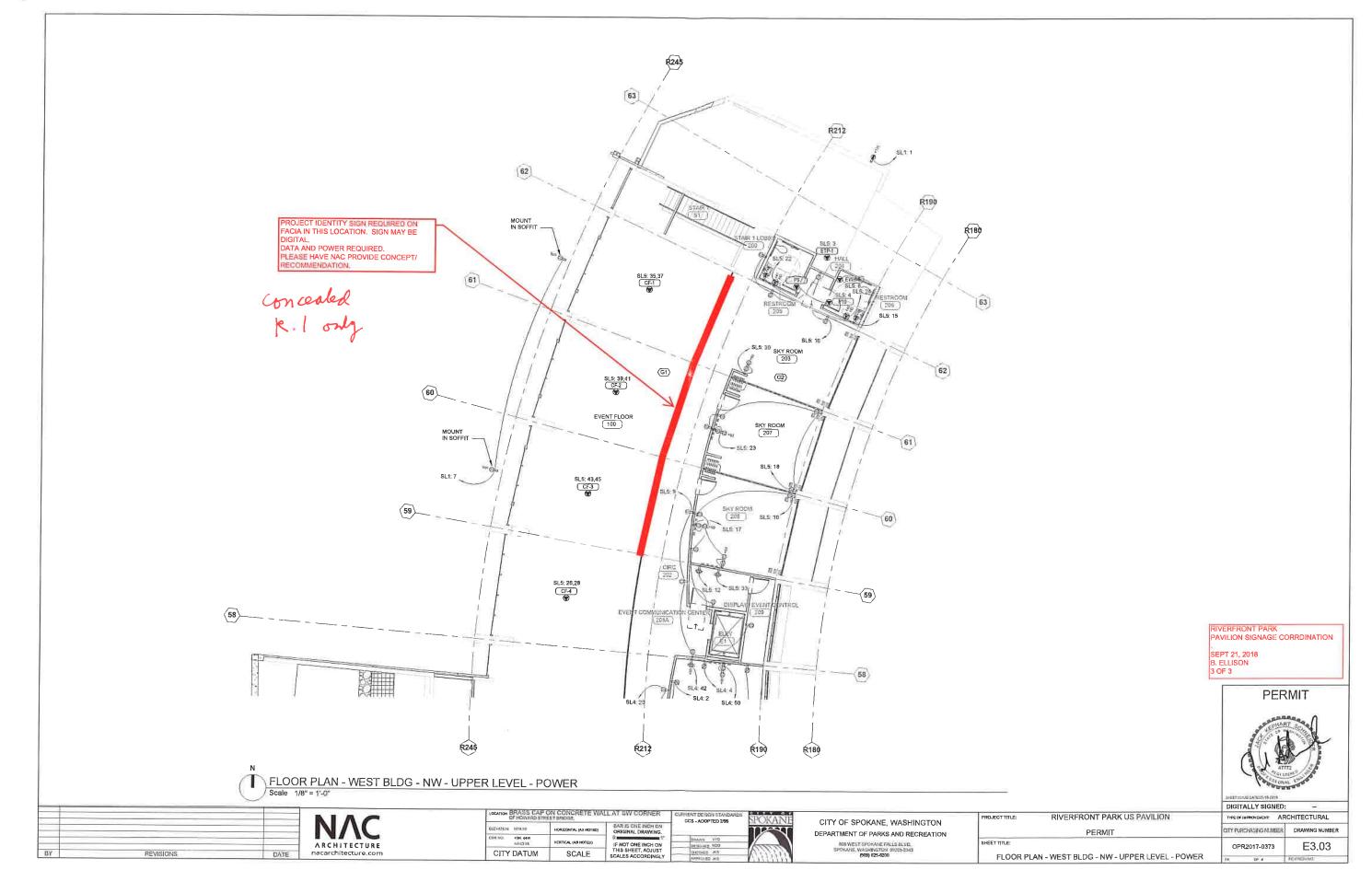
			UNIT PRICES						TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	PCE Rough-In For Signage Credit RFP # 10	1.0 LS				(4,771.00)	-	-	-	(4,771)	(4,771)
	Garco Labor and Equipment for Excavation- 1 operator and excavator for 2 weeks and a laborer for trenching and backfill	1.0 LS	(8,856)		(1,302)		(8,856)	-	(1,302)	-	(10,158)
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	_
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS			6		-	-	-	-	-
				SUB-TOTAL:	S		8,856	-	-	(4,771)	(14,929)
	ADD-	-ONS:	OH&P: on Gar	co (as subcontr	actor) self-perfo	ormed work.	15.00% (of Labor, Material & Equip.)				
			OH&P: on Gar	co (as subcontr	actor) subcontr	acted work	4.00%	(of Subcontrac	ct)		(191)
										SUB-TOTAL	(15,120)
			Insurance				1.00%	(of Subtotal)			(151)
			Bond Premium	1			0.75%	(of Subtotal)			(113)
										SUB-TOTAL	(15,384)
			B & O Tax				0.47%	(of Subtotal)			(71)
		,	TOTAL - C	HANGE ORI	DER REQUE	ST					\$ (15,456)

SPECIFIC EXCLUSIONS:

1. WSST









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

FAX: (509) 535-4665

Proposal

PROPOSAL SUBMITTED TO	DATE
Garco Construction	5/2/19
STREET	JOB NAME
4114 E Broadway	RFP-10 Added sign rough in rev 2
CITY, STATE, AND ZIP CODE	JOB LOCATION
Spokane WA 99202	507 N Howard St Spokane, WA 99201
ATTN:	PHONE:
Rob Decker	509-535-4688

Josh,

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

General Inclusions

- Includes an empty 1" conduit for data per future sign.
- Includes an empty 1" power for power per sign.
- Includes credit for original mod033 (RFP-10)

General Exclusions

- Excavation
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Sales tax.
- Bond is available by request.
- ΔII wire
- Sign conductors or termination. Raceway only is included.

Total Credit \$ -(4,772.00)

Thank you for the opportunity.

Steve Gilbertz 509-481-0465 PM/Estimator

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date



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

JOB RFP-10

PROJECT Riverfront Park Pavilion

		¢.		\$0.00	\$0.00	\$0.00	\$0.0
	41	\$	- 0.040.00	\$11,680.20	(\$3,318.63)	(\$11,680.20)	(\$14,998.8
Orgional MOD033(CO#9)	-1	\$	3,318.63	\$0.00	\$0.00	\$0.00	\$0.0
		\$	4 757 00	\$8,796.61	\$1,757.88	\$8,796.61	\$10,554.4
Rev MOD033	1	\$	1,757.88	\$0.00	\$0.00	\$0.00	\$0.0
		\$		\$0.00	\$0.00	\$0.00	\$0.0
		\$	-	\$0.00	\$0.00	\$0.00	\$0.0
		\$		\$0.00	\$0.00	\$0.00	\$0.0
		\$		\$0.00	\$0.00	\$0.00	\$0.0
		\$		\$0.00	\$0.00	\$0.00	\$0.
		\$		\$0.00	\$0.00	\$0.00	\$0.
		\$		\$0.00	\$0.00	\$0.00	\$0.
,		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	_	\$0.00	\$0.00	\$0.00	\$0.
		\$	_	\$0.00	\$0.00	\$0.00	\$0.
		\$	_	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	_	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$		\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
		\$	-	\$0.00	\$0.00	· \$0.00	\$0.
		\$	-	\$0.00	\$0.00	\$0.00	\$0.
S	UBTOTAL			\$0.00	(\$1,560.75)	(\$2,883.59)	(\$4,444.3
11 100		-11				· · · · · · · · · · · · · · · · · · ·	(46

DIRECT JOB	EXPENSES	
Truck/Trailer	All Terrain cart	Lifts
(\$144.18)	(\$24.64)	
SUPERVISION	Sm tools/Consum	PERMIT
	(\$100.93)	
HOUSE KEEPING	Safety	Large Tools
(\$28.84)	(\$28.84)	\$0.00

MATERIAL TOTAL	
LABOR TOTAL	(\$2,883.59)
JOB EXPENSE	(\$327.42)
SUBTOTAL	(\$4,771.76)
OH & P	
TOTAL	(\$4,771.76)

DESCRIPTION OF WORK;	



Project: RFP-PAVILION CHANGE ORDERS STARTING 4/4/19

co:

CO-0006: RFP-10 signage revised

Summary by Item Number

2 May 2019 7:58:38

			Phas	se/Group totals:	1,757.88	142.34	0.0
630168 1	CABLE/CONDUIT 1-PIECE STRUT CLAMP	М	101.00	EA	154.37	3.79	0
500195 1	ENCLOSURE HOLE PUNCH -STEEL	M	4.00	EA	0.00	1.20	0.
240302 1/4-20	STRUT CHNL TWIRL-NUT-ZN	M	6.00	EA	9,86	0.45	0
161236 3/16 x 1 1/2 - 3"	HAMMER DRILLED HOLE	M	12.00	EA	0.00	1.74	0
160785 1/4-20 x 1"	PLTD MACHINE SCREWS	M	6.00	EA	0.39	0.53	0
160393 1/4"	PLTD FLAT WASHER	M	6.00	EA	0.24	0.01	(
160247 1/4 x 3 1/4"	PLTD WEDGE ANCHOR	M	12.00	EA	10.36	2.40	
150673 2.69"D	1G FD MALLEABLE BOX 1 x 1"HUB	М	2.00	EA	87.58	2.10	
150597	4"ROUND BLANK COVER	M	2.00	EA	4.30	0.18	
50572 2-5/8" DEEP 21.3-CI	1G ALUM WP BOX W/ 3 x 1"HUBS	M	2.00	EA	14.66	1.50	CROCL STORT OF THE BAR EAGER OF METON OF PARE
150095	4"SQ BLANK COVER	M	6.00	EA	1.64	0.54	
150043 2-1/8"D	4"SQ 1"-KO NO BRKT	M	6.00	EA	6.14	2.10	
00559 8	WIRE TERMINATION LBR	M	4.00	EA	0.00	1.00	
100155 #12 SOL	8" PIGTAIL W/GRD SCREW	M	6.00	EA	4,33	0.48	
100079 8	COPPER SPLIT BOLT	M	4.00	EA	20.61	2.48	
70221 8	BARE CU (SOL)	M	4.00	FT	1,12	0.06	
40257 1	LOCKNUT	M	8.00	EA	1,63	1.36	
40234 1	PLASTIC BUSHING	M	20.00	EA	13,66	3.40	
40141 1	GROUNDING BUSHING	M	4.00	EA	13.52	1.48	
40070 OUNCE	DEGREASING SPRAY	M	0.04	oz	0.05	0.00	
40066 OUNCE	CUTTING OIL STEEL	M	0.04	oz	0.01	0.00	
30689 1	EMT STEEL COMP CONNECTOR RT	M	4.00	EA	5.55	1.72	
30669 1	EMT STEEL SS INS-THRT CONN	M	12,00	EA	4.14	1.80	
30563 1	EMT STEEL-COMP COUPLING RT	M	32.00	EA	56.91	6.40	
30543 1	EMT STEEL-SS COUPLING	M	81.00	EA	34.75	5.67	
30408 1	GRC CONDUIT BODY STEEL COVER	M	4.00	EA	27.01	0.18	
30190 1	GRC LB CONDUIT BODY	M	4.00	EA	74.57	4.00	
30002 1	GRC/IMC COUPLING	M	2.00	EA	3.54	0.50	
20750 1	EMT 90-ELBOW	M	49.00	EA	169.85	15.19	
20002 1	EMT FIELD-BEND	M	20.00	EA	0.00	9,60	
20002 1	GRC FIELD-BEND	M	8.00	EA	0.00	8.80	
10549 1 1/2	CONDUIT CUT/THREAD/REAM	M	2.00	EA	0.00	0.50	
10055 1 10549 1 1/2	CORED HOLE UP TO 8" D	M	2.00	EA	0.00	2.70	
10002 1	GRC EMT	M M	640.00	FT	785.24	43,52	
1	TODDS CONSTRUCTIBILITY REVIEW		1.00	FT	251.84	6,96	
	Description	Q/M M	Quantity		Mat Result 0.00	Lab Result 8,00	Quo Re

Power City Electric, Inc

3327 E Olive Ave Spokane, WA 99202 Phone: 509-535-8500

Web:



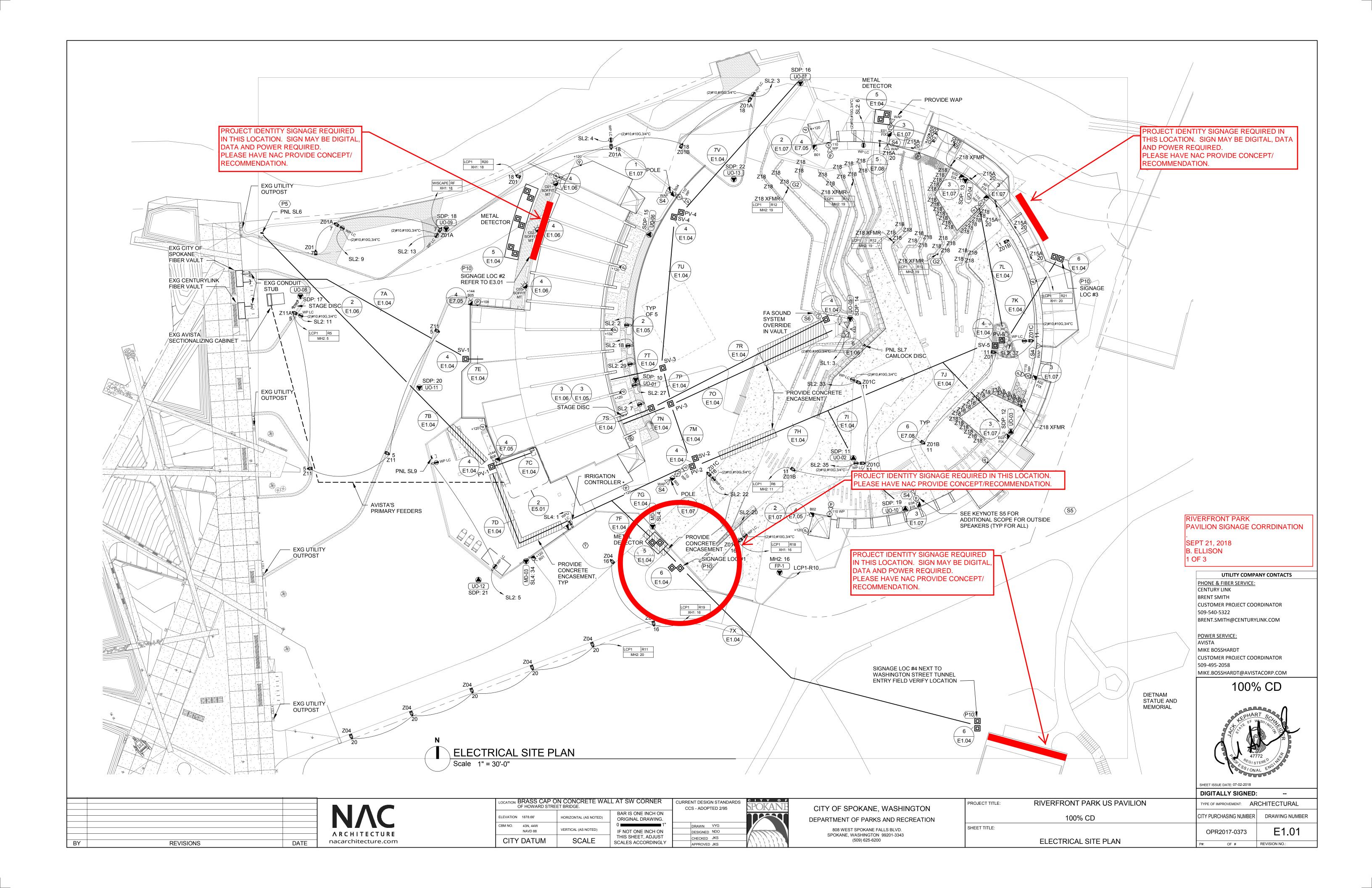
RIVERFRONT PARK MODERIZATION Request for Proposal (RFP)

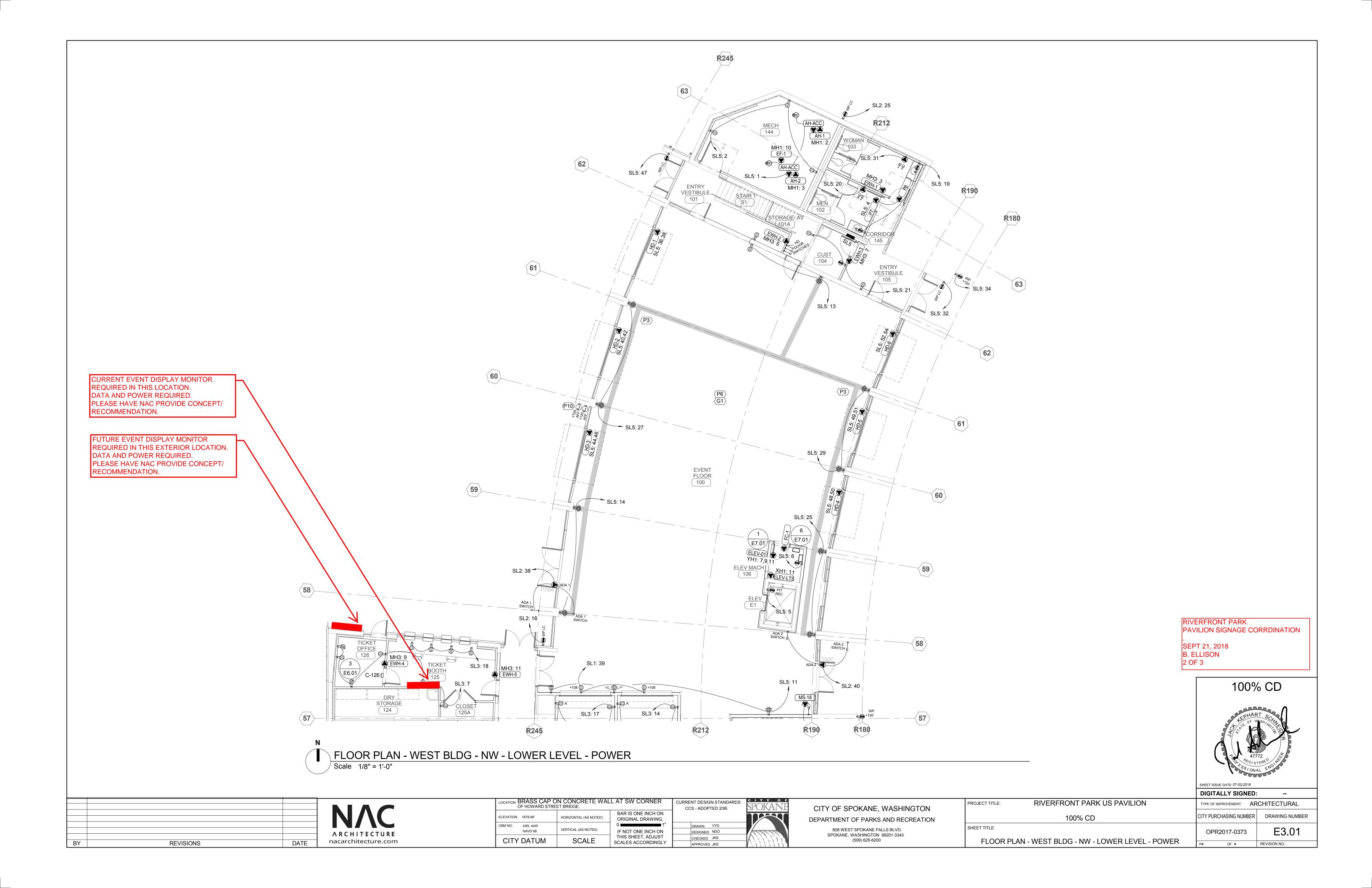
Project Name:	PAVILION		RFP No:	PAV 10
Project No.	SC6B0322000		Date:	9/25/18
Owner:	Spokane Parks Recreation	&		
Contractor:	Garco Construction		Architect/Eng:	NAC/Berger/Jacobs

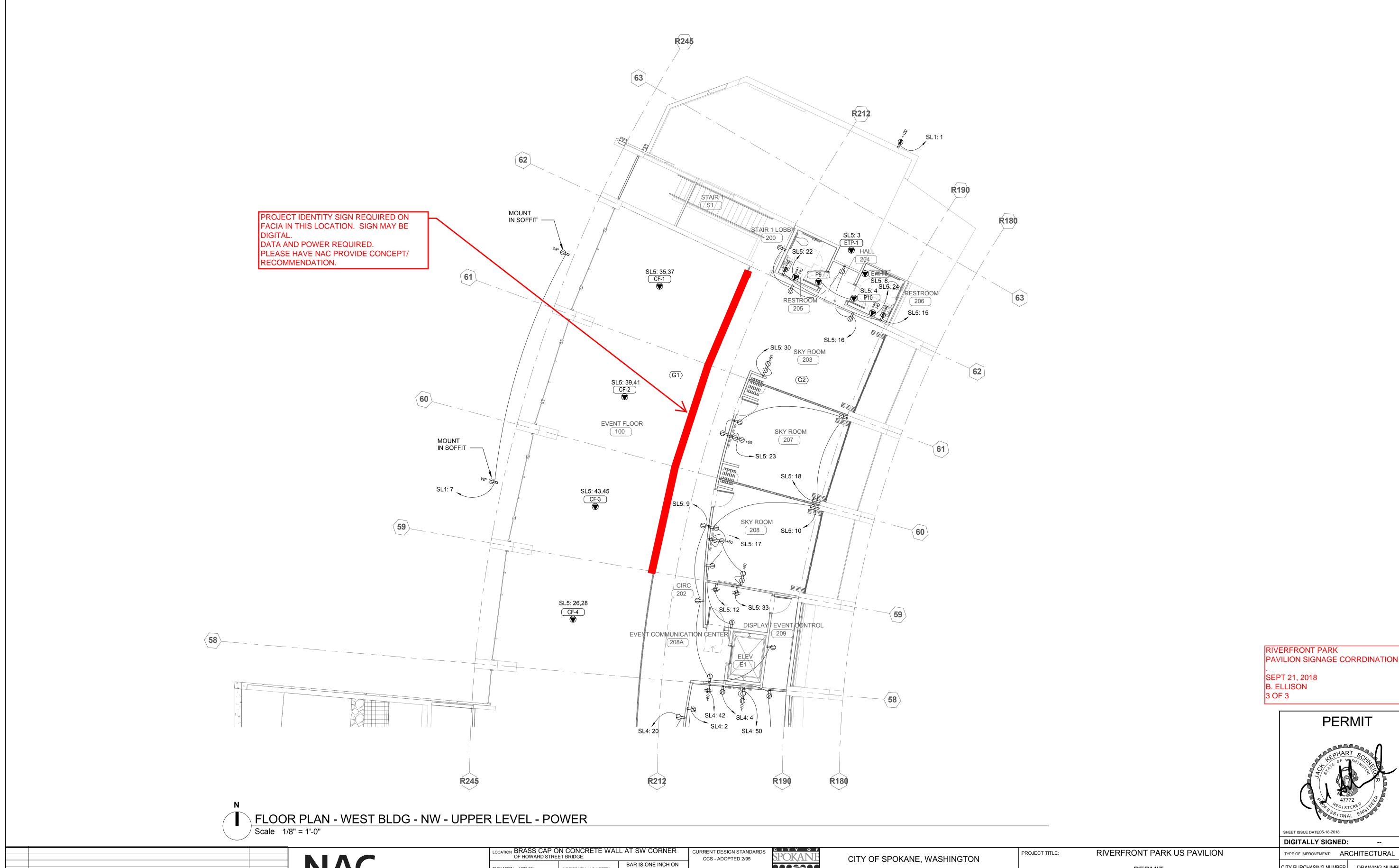
Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include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

Description:

Provide pricing to design and install the signage noted on the attached Signage Coordination Drawings dated September 21, 2018. This is in addition to other signage noted in the review comments. Please note that the power and low voltage rough-in for the signage at the NE Entry was part of the Validation scope.







ELEVATION 1878.66'

nacarchitecture.com

DATE

BY

REVISIONS

NAVD 88

CITY DATUM

HORIZONTAL (AS NOTED)

VERTICAL (AS NOTED)

SCALE

ORIGINAL DRAWING.

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY DRAWN VYG

DESIGNED NDO

CHECKED JKS APPROVED JKS PROJECT TITLE:

RIVERFRONT PARK US PAVILION

PERMIT

CITY PURCHASING NUMBER

DRAWING NUMBER

SHEET TITLE:

OPR2017-0373

E3.03

P#: OF # REVISION NO.:

DEPARTMENT OF PARKS AND RECREATION

808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6200

Riverfront Park Pavilion



			UNIT PRICES TOTALS						_		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Power City Electric (See attached Scope Breakdown)	1.0 LS				18,774	-	-	- 1	18,774	18,774
	NAC Electrical Design (ROM) Rough-In Only	1.0 LS				6,000	-	-	-	6,000	6,000
	Garco Labor and Equipment for Excavation - 1 operator and excavator for 2 weeks and a laborer for trenching & backfill	1.0 WK	8,856		1,302		8,856	-	1,302		10,158
SUB-TOTALS 8,856 - 1,302						24,774	34,932				
ADD-ONS: OH&P: on Gai			co (as subcontra	actor) self-perfo	ormed work.	15.00%	(of Labor, Mate	erial & Equip.)	•	1,524	
			OH&P: on Garco (as subcontractor) subcontracted work			4.00% (of Subcontract)				99	
										SUB-TOTAL	37,447
			Insurance				1.00% (of Subtotal)				374
			Bond Premium	1			0.75% (of Subtotal)				28
										SUB-TOTAL	38,102
			B & O Tax				0.47%	(of Subtotal)	ε		176
	TOTAL - POTENTIAL CHANGE ORDER						\$ 38,278				

SPECIFIC EXCLUSIONS:

vv551, Inis includes conduit rougn-in only.

 No Wire, Panel Upgrades or Signage is Included



7/25/19

<u>Pavilion – Rough In Signage Credit</u>

Based on the original pricing in CO#9 and the revised scope - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead

RFP # 15 Seat Wall Configuation CO





				UNIT PRICES			TOTALS				
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Berger Design Seat Wall Re-Configuration	1.0 LS				2,500.00	-	-	-	2,500	2,500
		LS					-	-	-		
	SUB-TOTALS 2,500							2,500			
	ADD-	OH&P: on Gar	co (as subcontra	ctor) self-perf	ormed work.	15.00%	(of Labor, Mate	erial & Equip.)	1	-	
		OH&P: on Garco (as subcontractor) subcontracted work			4.00%	(of Subcontrac	ct)		100		
										SUB-TOTAL	2,600
			Insurance				1.00%	(of Subtotal)			26
			Bond Premium	1			0.75%	(of Subtotal)			20
										SUB-TOTAL	2,646
			B & O Tax				0.47%	(of Subtotal)			12
			TOTAL - CI	HANGE ORD	ER REQUE	EST					\$ 2,658

SPECIFIC EXCLUSIONS:

Mead, Lorraine

From: Keith Comes <kcomes@nacarchitecture.com>

Sent:Wednesday, July 3, 2019 10:50 AMTo:Robert Decker; Scott BattagliaCc:Matt Martenson; Rob Kuffel

Subject: RFP-15- PAV- Reconfigure Seat Walls-CO Status-190703

Rob Decker and Scott.

Rob Kuffel mentioned that there were questions about why we haven't billed for RFP 15 for \$2500 as noted in the Owner Cost Log. We are ready and eager to bill for this work, but haven't yet received a CO with RFP 15 included. We have only been billing for changes once they have been included in a CO issued by Garco. If we should do this differently please let me know. I'm sure Berger would like to have the CO issued soon, so they can bill for this effort. By the way, I had not been planning to add NAC mark-up this one.

Keith Comes AIA, LEED AP NAC Architecture

From: Robert Decker <robertd@garco.com> Sent: Monday, January 28, 2019 11:28 AM

To: Keith Comes <kcomes@nacarchitecture.com> **Cc:** Matt Martenson <mattm@bergerpartnership.com>

Subject: RE: Pavilion Seatwall Comments

Keith,

Please proceed for an additional fee of \$2,500.

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

From: Keith Comes < kcomes@nacarchitecture.com >

Sent: Sunday, January 27, 2019 10:55 PM **To:** Robert Decker <<u>robertd@garco.com</u>>

Cc: Matt Martenson <mattm@bergerpartnership.com>; Robert Decker <robertd@garco.com>

Subject: Fw: Pavilion Seatwall Comments

Rob, please confirm that Berger is directed to proceed with approval of the additional fee of \$2500 as noted in the email below. Thanks!

Keith



From: Robert Decker < robertd@garco.com>
Sent: Wednesday, January 23, 2019 11:23 AM

To: Matt Martenson

Cc: Scott Battaglia; Pete Madsen; Daniel Bennett; Rob Kuffel; Keith Comes

Subject: FW: Pavilion Seatwall Comments

Matt,

Please proceed with the design effort to implement the attached changes to the seat wall configuration.

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

From: Mead, Lorraine < LorraineMead@hillintl.com > Sent: Wednesday, January 23, 2019 10:10 AM

To: Robert Decker < robertd@garco.com >

Cc: Matt Martenson <<u>mattm@bergerpartnership.com</u>>; Pete Madsen <<u>pete@garco.com</u>>; Jeremy Sweatt <<u>jeremys@garco.com</u>>; Scott Battaglia <<u>scottb@garco.com</u>>; Daniel Bennett <<u>danielb@garco.com</u>>; Walker, Matthew <<u>MatthewWalker@hillintl.com</u>>; bellison@spokanecity.org

Subject: FW: Pavilion Seatwall Comments

Team,

Here is the latest on the Seatwall configuration from Berry.

Thanks, Lorraine

From: Ellison, Berry < bellison@spokanecity.org > Sent: Wednesday, January 23, 2019 9:56 AM
To: Mead, Lorraine < LorraineMead@hillintl.com >

Cc: Rob Decker (robertd@garco.com) <robertd@garco.com>; Scott Battaglia <scottb@garco.com>

Subject: RE: Pavilion Seatwall Comments

Hi Lorraine, please forward the attached comments to the design team for implementation.

Berry Ellison, PLA|City of Spokane Parks & Recreation|Riverfront Park Program Manager tel 509.625.6276| fax 509.363.5454 | mailto:bellison@spokanecity.org| riverfrontparknow.org

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

Sent: Tuesday, January 22, 2019 9:43 AM **To:** Ellison, Berry < bellison@spokanecity.org >

Cc: Rob Decker (robertd@garco.com) <robertd@garco.com>; Scott Battaglia <scottb@garco.com>

Subject: FW: Pavilion Seatwall Comments

Berry,

Please review the email string and these attached drawings. Let's discuss at today's meeting.

Thanks, Lorraine

From: Robert Decker < robertd@garco.com>
Sent: Tuesday, January 22, 2019 9:00 AM

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

Cc: Scott Battaglia < scottb@garco.com > **Subject:** FW: Pavilion Seatwall Comments

Lorraine,

Please check with Berry on the attached proposal and revised schematic drawing.

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

From: Matt Martenson <mattm@bergerpartnership.com>

Sent: Friday, January 18, 2019 12:14 PM **To:** Robert Decker < robertd@garco.com>

Cc: Robert Kuffel < rkuffel@NACARCHITECTURE.com >; Scott Battaglia < scottb@garco.com >; Guy Michaelsen

<guym@bergerpartnership.com>

Subject: RE: Pavilion Seatwall Comments

Hi Rob,

Thanks for checking in. Responding to the seat wall revision request received 1/17/2019, we have reviewed our progress to-date and we are approximately 90% complete with revisions necessary to implement the original RFP 15 request. We have compared this new request received yesterday to the original RFP15 request. The original RFP 15 request is attached for reference.

In comparing the two requests, we draw distinction between the original request which changed wall alignment but would allow the walls to fit within the framework of the existing paving and grading scheme (An tweak to the proposed design). The new request is much more substantive and involved as follows:

- 1) To reorient walls seems to lead to push the lower walls out into the pavilion floor area reducing the available space for events and seating and also straightening the path heading west from the mast wall between the two seat wall groups.
- 2) The new request necessitates a greater amount of fill and revisions to landscape grading plans as well given the push out into the flexible floor and changes to paving coupled with the wall revisions. Please see the attached markup over the new request for reference.
- 3) We defer to Garco to detail construction cost and schedule impacts.

We did agree to implement RFP 15 as originally requested with the caveat that it was a non-iterative process. Given that the new request comes at a time when we have completed the original RFP 15 and that this new change is more substantive, we respectfully request an additional design service fee of \$2500 dollars for Berger Partnership. We are eager to begin work on this new revision and will proceed upon your direction. We have prepared preliminary markup response to the new request and that is attached.

Thank you,

Matt Martenson Associate | PLA 206 492 5560 | Direct 206 325 6877 ext 238 | Main

Berger Partnership

Landscape Architecture | Urban Design

From: Robert Decker < robertd@garco.com>
Sent: Friday, January 18, 2019 8:07 AM

To: Matt Martenson < <u>mattm@bergerpartnership.com</u>>

Cc: Robert Kuffel < rkuffel@NACARCHITECTURE.com >; Scott Battaglia < scottb@garco.com >

Subject: RE: Pavilion Seatwall Comments

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

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

Sent: Thursday, January 17, 2019 4:35 PM **To:** Robert Decker < <u>robertd@garco.com</u>>

Cc: Robert Kuffel <rkuffel@NACARCHITECTURE.com>; Matt Martenson <mattm@bergerpartnership.com>; Scott

Battaglia <scottb@garco.com>; Daniel Bennett <danielb@garco.com>

Subject: FW: Pavilion Seatwall Comments

Team,

Can you please address the comments.

Thanks, Lorraine

From: Ellison, Berry < bellison@spokanecity.org > Sent: Thursday, January 17, 2019 3:07 PM

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

Cc: Moog, Jonathan <jmoog@spokanecity.org>; Lindsey, Amy <alindsey@spokanecity.org>

Subject: Pavilion Seatwall Comments

Lorraine, please ask the designers to review the attached comments and offer a solution for review/approval.

Berry Ellison, PLA | City of Spokane Parks & Recreation | Riverfront Park Program Manager

Washington St. Hydrant Replacement Curb and Wall Replacement CO





				UNIT F	RICES				TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Northside Bobcat Excavation, Hydrant Replacement and Road Repair	1.0 LS				4,226.00	-	-	-	4,226	4,226
	Garco Carpenters Formed New Curb for Washington St. due to over excavation of Existing Waterline 4-5-2019	9.0 mh	55				495	-	-	-	495
	Garco Laborers Placed and Finished concrete for new curb and wall 4-5-2019	7.5 mh	49				368	-	-	-	368
	Concrete for Curb and Retaining Wall	8.0 yds		114			-	912	-	-	912
	Garco Hand Tools/Finishing Tools	1.0 LS			250		-	-	250	-	250
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	1
				SUB-TOTALS	3		863	912	250	4,226	6,251
	ADI	D-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfori	med work.	15.00%	(of Labor, Mate	erial & Equip.)	<u> </u>	304
			OH&P: on Gard	co (as subcontrac	ctor) subcontrac	ted work	4.00%	(of Subcontrac	t)		169
		•								SUB-TOTAL	6,723
			Insurance				1.00%	(of Subtotal)			67
Bond Premium 0.75% (of Subtotal)								50			
	SUB-TOTAL					SUB-TOTAL	6,841				
	B & O Tax 0.47% (of Subtotal)							32			
TOTAL - CHANGE ORDER REQUEST							\$ 6,873				

SPECIFIC EXCLUSIONS:

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

Date	Invoice #
7/14/2019	3870

Bill	То						
4114	Construction E. Broadway ane, WA 99202						
					P.O. No.		
					US Pavilion		
Serviced		Description		Quantity	Rate	Amount	
12/24/2018	Footing and retaining wall (3/22/19 - 4/8/19) Bobcat with breaker	demo beyond original	17	196.00	0.00 3,332.00		
1/4/2019	City water - hydrant excav including overtime, asphal Demo Saw Compaction Mini-Excavator Bobcat Demo saw Labor Hydrant install including of for city Unforeseen concrete demo Mini-Excavator Bobcat w/breaker Bobcat Labor	t patch and trench box	1 10 10 1 20 1 8 8 8 8	100.00 200.00 131.00 131.00 200.00 55.34 17,000.00	0.00 100.00 200.00 1,310.00 1,310.00 200.00 1,106.80 17,000.00 0.00 1,048.00 1,568.00 1,048.00 442.72	入	
				ner Resale No.			
			000-	600-297-734 Sales Tax (0.0%)			
	1			Total			
Phone	# Fax #	Cell #	E	-mail	Payments/C	redits	
(509) 238-5172 (509) 238-5172 (509) 951-2189			ranchbossbars@gmail.com Balance Due				

Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Date	Invoice #
7/14/2019	3870

Bil	II To						
4114	co Constr 4 E. Broa kane, W						
						P.O. No.	
						US Pavilion	
Serviced	Serviced Description				Quantity	Rate	Amount
1/17/2019 Unforeseen concrete breaking US Pavilion Mini-Excavator Bobcat Bobcat w/breaker 1/18/2019 Unforeseen concrete demo of footing and wall inside US Pavilion					10 10 8	131.00 131.00 196.00	0.00 1,310.00 1,310.00 1,568.00
1/18/2019	/18/2019 Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena) Mini-Excavator Bobcat w/breaker Bobcat to load out Labor Demo saw			3 3 3 3 1	131.00 196.00 131.00 55.34 100.00	393.00 588.00 393.00 166.02 100.00	
1/24/2019		eseen concrete breakin w/breaker ng	ng US Pavilion		4 4	196.00 135.00	0.00 784.00 540.00
1/25/2019	Mini-e	ete breaking at north s xcavator t w/breaker	swale		8 8	131.00 196.00	0.00 1,048.00 1,568.00
				Custor	mer Resale No.	Subtotal	
				600	0-297-734	Sales Tax (0.0%)	
						Total	
Phone	e #	Fax#	Cell#	E-mail		Payments/Credits	
(509) 238	3-5172	(509) 238-5172	(509) 951-2189	ranchboss	bars@gmail.com	Balance Due	

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

(509) 238-5172

(509) 238-5172

Invoice

Date	Invoice #
7/14/2019	3870

(500) 530									
Phone	#	Fax#	Cell #	E	-mail	Payments/Cre	edits		
						Total			
	600-				-297-734	Sales Tax (0.0%)			
				Custom	er Resale No.	Subtotal			
	Labor Compa	actor			3	55.34 100.00	166.02 100.00		
	Mini-E Bobca	ct for safety) Excavator t			3 3	131.00 131.00	393.00 393.00		
4/23/2019	Unfore	eseen (expose hole at	Howard St Bridge; ex	cavate/backfill &			0.00		
	Bobcar	t #2			20	131.00 200.00	2,620.00 200.00		
	Labor Bobcar	t # 1			20 20	55.34 131.00	1,106.80 2,620.00		
4/9/2019	/9/2019 4/9-12/19 Build stone retaining walls on northeast entrance and north swale Mini-Excavator				20	131.00	0.00 2,620.00		
	compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors								
3/18/2019 3/18-22/19 Light pole bases and excavation/backfill and						1,865.50	1,865.50		
	Bobcat for load out Trucking					131.00 135.00	1,048.00 810.00		
Serviced		[Description		Quantity	Rate	Amount		
					US Pavilion				
						P.O. No.			
		A 99202							
	o Const E. Broa								
Bill	ΙΤο								

ranch bossbars@gmail.com

Balance Due

(509) 951-2189

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

Phone #

(509) 238-5172

Fax#

(509) 238-5172

Cell#

(509) 951-2189

Invoice

Date	Invoice #
7/14/2019	3870

Payments/Credits

Balance Due

Bill	То					
4114	o Construction E. Broadway ane, WA 99202					
				P.O. No.		
				US Pavilion		
Serviced	Description		Quantity	Rate	Amount	
4/24/2019 Centennial Trail asphalt demo Mini-Excavator Bobcat Labor (1 man laboring; 1 man public safety) Bobcat w/breaker 4/25/2019 Water main break at south end of Howard St Bridge. Compaction of previous two days work plus 30 tons of 5/8 non Garco Mini-Excavator Bobcat Labor Labor Compaction		ns of 5/8 minus	5 5 10 1 5 5 5 5 5 1 1 1	131.00 131.00 55.34 196.00 131.00 55.34 55.34 150.00 100.00 55.00	0.00 655.00 655.00 553.40 196.00 0.00 655.00 276.70 276.70 150.00 100.00 55.00 0.00 442.72 524.00	
	Custome			Subtotal		
			297-734	Sales Tax (0.0%)		
				Total		

A service charge of 1.5% will be applied to all balances over 30 days

E-mail

ranch bossbars@gmail.com

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

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	v	V		v	C

Date	Invoice #
7/14/2019	3870

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

						P.O. No.		
						US Pavilion		
Serviced	Serviced Description				Quantity	Rate	Amount	
	Bobcat	#2			4	131.00	524.00	
4/26/2019	at south	end of Howard St E	ing and re-grade after Bridge			0.00		
	Compa				1	150.00	150.00	
	Compa				$\begin{bmatrix} 1 \\ 3 \end{bmatrix}$	55.00 131.00	55.00 393.00	
	Mini-Excavator Bohcat				$\begin{bmatrix} 3 \\ 3 \end{bmatrix}$	131.00	393.00	
	Labor Labor				6	55.34	332.04	
4/26/2019	Unfores		ng in paver pathway (2	196.00	392.00		
6/5/2019						131.00 196.00 55.34 100.00	0.00 393.00 588.00 166.02 100.00	
6/12/2019	Unfores		ndation demo at US F	Pavilion seating			0.00	
				Custom	er Resale No.	Subtotal		
				600-	-297-734	Sales Tax (0.0%)		
						Total		
Phone	#	Fax#	Cell#	E	-mail	Payments/Cre	edits	
(509) 238-	5172	(509) 238-5172	(509) 951-2189	ranchbossb	ars@gmail.com	Balance Due		

PO Box 66

Phone #

(509) 238-5172

Fax#

(509) 238-5172

Cell#

(509) 951-2189

Colbert, WA 99005-0066

Northside Bobcat Service

Invoice

Date	Invoice #
7/14/2019	3870

Payments/Credits

Balance Due

\$0.00

\$63,394.12

Bill	То				
4114	Construction E. Broadway ane, WA 99202				
				P.O. No.	
				US Pavilion	
Serviced	Description		Quantity	Rate	Amount
7/9/2019	Mini-Excavator Bobcat w/breaker Demo saw Labor Unforeseen concrete footing demo at US Pavilion excavation Bobcat w/breaker Labor Demo saw	n trench drain	5 5 1 1	131.00 196.00 100.00 55.34 196.00 55.34 100.00	655.00 980.00 100.00 55.34 0.00 392.00 55.34 100.00
		Custom	er Resale No.	Subtotal	\$63,394.12
		600-	297-734	Sales Tax (0	.0%) \$0.00
				Total	\$63,394.12

E-mail

ranch bossbars@gmail.com



7/25/19

<u>Pavilion – Extra Work for Hydrant on Washington</u>

Based on the original scope of work - we believe this represents a fair and reasonable cost for the extra work required to install the hydrant and put the street and wall back together.

Lorraine Mead

CCD #3 Secondary Power @ Central Plaza





			UNIT PRICES					TOTALS			
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Power City Electric, Secondary Power to Central Plaza	1.0 LS				4,591.00	-	-	-	4,591	4,591
	Garco carpenter formed, place concrete for transformer pad. 4-8-2019	6.0 mh	55				330	-	-	-	330
		LS					-	-	-	-	-
		LS					1	-	-	-	1
		LS					-	-	-	-	-
				SUB-TOTALS			330	-	-	4,591	4,921
	ADD	O-ONS:	OH&P: on Garco (as subcontractor) self-performed work.			15.00% (of Labor, Material & Equip.)				50	
			OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)				184
							5,154				
			Insurance				1.00%		52		
			Bond Premium)				(of Subtotal)			39
SUE						SUB-TOTAL	5,244				
	B & O Tax 0.47% (of Subtotal)						24				
								,			
			TOTAL - CI	HANGE ORD	ER REQUE	ST					\$ 5,269

SPECIFIC EXCLUSIONS:



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

fax (509) 535-8598

DATE 27-Jun-19

JOB MOD67-CCD 3 budget Riverfront Park Pavilion

DESCRIPTION	AMT.	MTRL.	LABOR	MTRL. EXT.	LBR. EXT.	EXTENSION
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Actual work	1	\$ 2,195.00	\$1,600.00	\$2,195.00	\$1,600.00	\$3,795.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00

\$

\$

SUBTOTAL

DIRECT JOB EXPENSES								
Truck/Trailer	All Terrain cart	Lift						
\$80.00	\$13.20							
Scissor Lift	Sm tools/Consum	PERMIT						
	\$72.00							
HOUSE KEEPING	Safety	Large Tools						
\$16.00	\$16.00							

MATERIAL TOTAL	\$2,195.00
LABOR TOTAL	\$1,600.00
JOB EXPENSE	\$197.20
SUBTOTAL	\$3,992.20
OH & P	\$598.83
TOTAL	\$4,591.03

\$0.00

\$0.00

\$1,600.00

\$0.00

\$0.00

\$3,795.00 25.0

\$0.00

\$0.00

\$2,195.00

\$0.00

\$0.00

\$0.00

DESCRIPTION (OF WORK;
----------------------	----------

 Report Selections:
 Job:
 2245500
 Transaction Type:
 ALL

 Division:
 ALL
 Vendor Code:
 ALL

 Job Status:
 ALL
 Employee Code:
 ALL

 Phase:
 MOD067
 Equipment Code:
 ALL

 Cost Type:
 ALL

Billing Status: All
From Transaction Date: Inception
To Transaction Date: 06/27/19
From 'PR' Work Date: Inception
To 'PR' Work Date: 06/27/19

POWER CITY ELECTRIC

Pre-Billing Report Sorted by Phase

G/L Date	Type Sele	ected? Description	Tran Date Reference		Rate H	ours/Quantity	Extension	Markup	Total
Job: 22	45500	GARCO/ US PAVILION							
		REVISION TO SL7 / Cost Type: L LABOR							
04/21/19	PR	SPOKANE FOREMAN REG	04/16/19 E82143	Reg	64.000	3.00	192.00		192.00
04/21/19	PR	SPOKANE FOREMAN REG	04/17/19 E82143	Reg	64.000	2.00	128.00		128.00
04/21/19	PR	SPOKANE FOREMAN REG	04/09/19 E82143	Reg	64.000	2.00	128.00		128.00
		MOVE FROM MOD 15 &3							
04/21/19	PR	SPOKANE FOREMAN REG	04/10/19 E82143	Reg	64.000	2.00	128.00		128.00
		MOVE FROM MOD 15 &3							
04/21/19	PR	SPOKANE FOREMAN REG	04/18/19 68885	Reg	64.000	3.00	192.00		192.00
04/21/19	PR	SPOKANE FOREMAN REG	04/09/19 68885	Reg	64.000	2.00	128.00		128.00
		MOVE FROM MOD005							
04/21/19	PR	SPOKANE FOREMAN REG	04/18/19 E82175	Reg	64.000	3.00	192.00		192.00
04/21/19	PR	SPOKANE FOREMAN REG	04/09/19 E82175	Reg	64.000	2.00	128.00		128.00
		MOVE FROM PHASE 2							
04/28/19	PR	SPOKANE FOREMAN REG	04/22/19 E82295	Reg	64.000	3.00	192.00		192.00
04/28/19	PR	SPOKANE FOREMAN REG	04/23/19 E82295	Reg	64.000	3.00	192.00		192.00
			Subtotal for Cost Type:	L LABOR		25.00	1,600.00	0.00	1,600.00
Phase: M	OD-067 F	REVISION TO SL7 / Cost Type: M MATERIAL					•		•
06/04/19	AP	VALLEYFORD METAL CRAFTERS LLC	05/22/19 44248			1.00	2,195.00		2,195.00
		HIDE A OUTLET ENCLOSURE							
			Subtotal for Cost Type:	M MATERIAL	_	1.00	2,195.00	0.00	2,195.00
			Subtotal for Phase: MO	D-067 REVISION TO S	L7	26.00	3,795.00	0.00	3,795.00
					Total for Job	: 2245500 GA	RCO/ US PAVILION	_	3,795.00

Printed by SDG as of 06/27/19 at 12:39PM





				UNIT P	RICES				TOTALS	UNIT PRICES TOTALS			
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL		
	All Wall Contracting Inc.	1.0 LS				28,500.00	-	-	-	28,500	28,500		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
		LS					-	-	-	-	-		
				SUB-TOTALS	•		-	-	-	28,500	28,500		
	ADE	D-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfor	med work.	15.00%	-					
		-	OH&P: on Gard	co (as subcontrac	ctor) subcontrac	cted work	4.00% (of Subcontract)				1,140		
										SUB-TOTAL	29,640		
			Insurance				1.00%	(of Subtotal)			296		
	Bond Premium 0.75% (of Subtotal)							222					
	SUB-TOTAL							SUB-TOTAL	30,159				
	B & O Tax 0,47% (of Subtotal)								139				
			TOTAL - CH	HANGE ORD	ER REQUE	ST					\$ 30,298		

SPECIFIC EXCLUSIONS:



All Wall Contracting, Inc.

723 South Lochsa Street Post Falls ID 83854 208.773.4650

License: ALLWACI021CZ

Change Proposal

Proposal #:1

Date: 07/18/2019

To: Garco Construction 4114 East Broadway Spokane WA 99202 **Project:** 19038

US Pavilion/Promenade Renovation

598 N Howard St Spokane WA 99201

Proposed By: 3 Karl Aldrich	Customer Proposal:
Description of Work	Amount
Add Graphic Murals Various locations	
Graphic Materials	19,880.00
Graphic Labor	7,800.00
Graphic Equippment	820.00
Notes Scott, Here is the official change for the graphic	murals at the US Pavilion project. Please let me know if you need anything further
regarding this work.	
regarding this work.	
regarding this work.	
regarding this work.	

Negative changes will lower the overall contract price requiring no additional payment by owner.	Requested Amount of Proposed Chang	е	28,500.00
Contractor:		Date:	
Subcontractor:		Date:	



7/25/19

Pavilion - Custom Vinyl Wall Covering

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

RFP 22 Landscaping Additions

ITEM #6



			UNIT PRICES						TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Land Expressions Landscaping Additions RFP 22	1.0 LS				17,672.00	-	-	-	17,672	17,672
		LS					1	1	-	-	1
		LS					-	-	-	-	-
		LS					-	1	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
				SUB-TOTALS	i		-	-	-	17,672	17,672
	ADE	O-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfor	med work.	15.00%	(of Labor, Mate	erial & Equip.)		-
			OH&P: on Gard	co (as subcontrac	ctor) subcontrac	cted work	4.00%	(of Subcontrac	t)		707
										SUB-TOTAL	18,379
			Insurance				1.00%	(of Subtotal)			184
		•	Bond Premium				0.75%	(of Subtotal)			138
	SUB-TOTAL							SUB-TOTAL	18,701		
	B & O Tax 0.47% (of Subtotal)							86			
TOTAL - CHANGE ORDER REQUEST								\$ 18,787			

SPECIFIC EXCLUSIONS:



July 18, 2019

Riverfront Park - U.S. Pavilion

Proposal for RFP 22

Per redlines on plan provided in RFP 22, dated 07.02.19 per B. Ellison.

RFP Pavilion 22 - Clear and Grub

- Remove top 2" under existing oak trees to allow for touch up soil and bark mulch.
- Spot spray along river bank and tree well at NE ramp.
- Weed eat tree well at NE ramp and native area where Russian olive trees were removed.
- Load all organic material generated and dispose of appropriately.

RFP Pavilion 22 - Sod

- Supply and install leveling course of soil up to 2".
- Fine grade soil.
- Supply and install sod.
- NO EDGING.

RFP Pavilion 22 - Mulch

- Supply and install 3" of bark mulch in designated areas per RFP request.
- Supply and install basalt talus at buttresses, tree well, and slope to the south of the NE ramp (currently grubbed).

NOTE - mulch at top of river bank will just be blown in around existing shrubs per our takeoff.

TOTAL: \$ 17,672.85

NOTES:

- In the event of a discrepancy between this Proposal/Exhibit A or the landscape plans, this Proposal/Exhibit A takes precedence.
- Pricing valid for 30 days and assumes installation complete in 2019.
- Costs based on state prevailing wages.
- Sales tax has not been included.
- Access and staging area to be provided by owner / general contractor.

EXCLUSIONS:

- Any necessary permits.
- Root pruning or tree protection.
- Erosion control measures.
- Street closures / traffic control.



THIS IS CHANGE ORDER NO.

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

509.466.6683 .T 509.466.7694 .F LANDEXPRESSIONS.COM

5615 E. DAY MT. SPOKANE RE

CHANGE ORDER

wner's AME Garco Co	nstruction		PHONE	509.370.8767		DATE 07.25.19		
DDRESS			JOB NAME	Pavilion - RF	P 22	JOB NUMBER	2028	
u are hereby authorized to pe	erform the following specifical	y described ad	ditional work:			_ !		
er Garco/City reque	st, please find the b	eak down	for the nr	eviously subm	nitted Ch	ange Order Prono	sal for RED 22:	
· · · · · · · · · · · · · · · · · · ·			•	•	iittea en	unge Order Fropo	341101111111111111111111111111111111111	
iear and Grub, Sod,	Mulch - Per WSDOT	Force Acc	ount mark	•				
		Qty	u.o.m.	Rate		Markup	44.650.55	
LABOR	clear and grub	46	hrs @	\$ 27.95	Х	129%	\$1,658.55	
	sod	46	hrs @	\$ 27.95	Х	129%	\$1,658.55	
	mulch	64	hrs @	\$ 27.95	Х	129%	\$2,307.55	
MATERIAL	clear and grub	1	ls @	\$ 630.00	Х	121%	\$762.30	
	sod	1	ls @	\$2,124.00	Х	121%	\$2,570.04	
	mulch	1	ls @	\$1,632.00	Х	121%	\$1,974.72	
EQUIPMENT	clear and grub	30	hrs @	\$ 35.00	Х	121%	\$1,270.50	
	sod	4	hrs @	\$ 35.00	Х	121%	\$169.40	
	mulch	33	hrs @	\$ 35.00	Х	121%	\$1,397.55	
SUBCONTRACTOR	clear and grub	0	ls @	\$ -	Х	113%		
	sod	1	ls @	\$ 405.00	Х	113%	\$457.65	
	mulch	1	ls @	\$3,014.00	Х	113%	\$3,405.82	
DDITIONAL CHA	RGE FOR ABOVE	WORK IS	S :			\$1	7,632.64	
nove additional work to be ne	rformed under same condition	s as specified in	n original contra	ct unless otherwise	stinulated			
Tove additional work to be per	Torrica under sume condition	3 d3 Specifica ii	ii original contra	et uness otherwise	stipulatea.			
uthorized Signature					Date:			
	(OWNER SIG	NATURE)	1	_				
	11-1	5 1/2	1.					
uthorized Signature					Date:	07.25.19		

182028-1



7/25/19

Pavilion - Modify Landscaping in the Central Green and at NE Entry

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead





				UNIT P	RICES		TOTALS					
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TC	OTAL
	Northside Bobcat Excavation, Grading and Wall Placements	1.0 LS				6,556.92	-	-	-	6,557		6,557
	Action Materials Boulders for Retaining Walls	1.0 LS		342			-	342	-	-		342
		LS						-	-	-		-
		LS					-	-	-	-		-
		LS					-	-	-	-		-
		LS					-	-	-	-		
		LS					1	1	-	-		1
		LS					1	1	-	-		1
		LS						1	-	-		
				SUB-TOTALS	1		-	342	-	6,557		6,898
	ADD	-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfor	med work.	15.00%	(of Labor, Mate	rial & Equip.)			51
				co (as subcontrac				(of Subcontrac				262
										SUB-TOTAL		7,212
			Insurance				1.00%	(of Subtotal)				72
			Bond Premium				0.75%	(of Subtotal)				54
su							SUB-TOTAL		7,338			
	B & O Tax 0.47% (of Subtotal)								34			
	TOTAL - CHANGE ORDER REQUEST							\$	7,372			
		•	TOTAL - Ch	TANGE UKD	EK KEWUE	31					<u> </u>	1,312
			CIEIC EXCLUSI									

SPECIFIC EXCLUSIONS:

Northside Bobcat Service

PO Box 66 Colbert, WA 99005-0066

Bill To

Date	Invoice #
7/23/2019	3874

4114	Construction E. Broadway ane, WA 9920							
						P.O. No.		
						US Pavilion		
Serviced		Ι	Description		Quantity	Rate	Amount	
7/15/2019	15 PAD		CT BASALT RETAIN ubgrade with mini-ex					
	off with Bobca Mini-Excavate Bobcat #1 Grade Labor (or Man Hours)			6 6 12	131.00 131.00 55.34	786.00 786.00 664.08 2,236.08	
7/16/2019 7/17/2019	Mini-Excavate Bobcat #1 Grade Labor (or Man Hours)	in stacking wall I remove ramp		7 7 14	131.00 131.00 55.34	917.00 917.00 774.76 2,608.76	
7/17/2019	Mini-Excavato Bobcat #1		Temove ramp		4 4	131.00 131.00	524.00 524.00	
				Custom	er Resale No.	Subtotal		
				600-	297-734	Sales Tax (0.0%) Total		
Phone	#	Fax#	Cell#	E	-mail	Payments/Cre	edits	
(509) 238-	5172 (509) 238-5172	(509) 951-2189	ranchbossb	ars@gmail.com	Balance Due		

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

Date	Invoice #
7/23/2019	3874

	Bill To	0					
4	1114 E.	Construction Broadway e, WA 99202					
L						P.O. No.	
						US Pavilion	
Servi	ced		Description		Quantity	Rate	Amount
		Grade Labor (Man Hours)			12	55.34	664.08 1,712.08
				Custor	ner Resale No.	Subtotal	\$6,556.92
				600)-297-734	Sales Tax (0	0.0%) \$0.00
						Total	\$6,556.92
Pł	hone #	Fax #	Cell#		E-mail	Payments/C	redits \$0.00
(509)	238-51	72 (509) 238-5172	(509) 951-2189	ranchboss	bars@gmail.com	Balance Due	\$6,556.92



(509) 443-6230 Office

Date	Invoice #
7/15/2019	56112

Bill To	Bill To				ress		
Garco Constructio 4114 E. Broadwa Spokane WA 992	y		J	ob 1721 Riv	erfront Park		
Sales Rep	P.O. #		Job Name	e		Ordered By	Due Date
	JOB1721_RIVERFR						8/10/2019
Ι	Description	Ticke	et #	Qty	Unit	Rate	Amount
Boulders Deliver	ed Truck# 218_SOLO	1037545		7.59	TN	45.00	341.55
	Locally Owned	and Operate	d			Please remit p on this invo	•
	ACTION MAT An Equal Oppor				Sub	total	\$341.55
	Washington Contractor Nu Idaho Contractor No	ımber: ACTIONN			Sale	es Tax (0.0%)	\$0.00
	and payment is due on all invoices Interest may accrue on all invoices				of To	tal	\$341.55
(18% per annum) un other charges both a	ntil paid in full. Customer shall part trial and on appeal, if this invoice	y all attorney's fees, c e should be placed in	court costs, collect the hands of an	ction fees and attorney or		ments/Credits	\$0.00
	or collection. Venue for any legal a ents, there will be a 3% transaction		kane County, Wa	ishington. For	Ba	lance Due	\$341.55

Mead, Lorraine

From: Scott Battaglia <scottb@garco.com>
Sent: Wednesday, July 24, 2019 11:23 AM
To: Mead, Lorraine; Centenari, Eric

Subject: RE: RFP #23

Lorraine,

I will verify that the hours are consistent with the work completed.

Scott Battaglia

Garco Construction
scottb@garco.com
509-370-8767

From: Mead, Lorraine < Lorraine Mead@hillintl.com>

Sent: Wednesday, July 24, 2019 9:22 AM

To: Scott Battaglia <scottb@garco.com>; Centenari, Eric <EricCentenari@hillintl.com>

Subject: FW: RFP #23

Team,

Since this is a T&M issue – can both of you confirm that the hours look like what you observed on site for this work.

Thanks, Lorraine

From: Scott Battaglia <<u>scottb@garco.com</u>> Sent: Wednesday, July 24, 2019 7:40 AM

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

Subject: RFP #23

Lorraine,

See attached,

Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767

Post Street Striping CO





				UNIT P	RICES				TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Mathis Striping	1.0 LS				600.00	-	-	-	600	600
	Garco Laborer Blacking Out Existing Arrows	4.0 mh	48				192	-	-		192
	SUB-TOTALS							-	-	600	792
	ADD-OI	NS:	OH&P: on Gar	co (as subcontra	ormed work.	15.00%	(of Labor, Mat	rial & Equip.)	<u> </u>	29	
		=	OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)				24
		-								SUB-TOTAL	845
			Insurance				1.00%	(of Subtotal)			8
		=	Bond Premium				0.75% (of Subtotal)				6
		-								SUB-TOTAL	860
		=	B & O Tax				0.47%	(of Subtotal)			4
			TOTAL - CI	HANGE ORD	ER REQUI	EST					\$ 864
1		•							- 		

SPECIFIC EXCLUSIONS:



Invoice

DATE

6/11/2019

INVOICE#

16731

TERMS:

N/30

CUSTOMER

Garco Construction 4114 E. Broadway Spokane, WA 99202 **PROJECT**

P.O. / JOB # 17-21

Pavilion

Post Street Striping

June 4th

DESCRIPTION	QTY	RATE	AMOUNT
Roadway Striping Includes Prevailing Wage Rates	1	600.00	600.00

BILLING ADDRESS: PO BOX 14071 SPOKANE VALLEY, WA 99214

WE APPRECIATE YOUR BUSINESS, FOR BILLING INQUIRES PLEASE CONTACT 1-509-473-9230 OR HALEY@MATHISSTRIPING.COM

1 1/2 % INTEREST CHARGED ON ALL PAST DUE ACCOUNTS

 SUBTOTAL
 \$600.00

 SALES TAX (0.0%)
 \$0.00

 CREDITS
 \$0.00

\$600.00

TOTAL

WWW.MATHISSTRIPING.COM

HSP Blue Bridge Chain Link Fence Railing CO

ITEM #9



			UNIT PRICES TOTALS								
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Fence Post Base Plates and Hardware GalvanizedPhoenix Fabrications	1.0 LS				8,640.00	-	-	-	8,640	8,640
	54" (3) Rail Black Vinayl Chain Link Fence @ 7' OC SpacingNorthwest Fence	1.0 LS				32,320.00	-	-	-	32,320	32,320
	Base Plate Grout White Cap Construction	1.0 LS		156			-	156	-	1	156
	Base Plate Epoxy Simpson ATXP All Weather Adhesive Star Rental	1.0 cs		1,475			-	1,475	-	-	1,475
	Concrete Piers	6.0 yd		110			-	660	-	-	660
	Garco Skid Steer	2.0 wk			767		-	-	1,534	1	1,534
	Garco Concrete Walk Behind Saw	1.0 wk			195		-	-	195	-	195
	Garco Jack Hammer	1.0 wk			400		-	-	400	-	400
	Garco Air Compressor	1.0 wk			420		-	-	420	-	420
	Triple A SweepingVacuum Truck	1.0 ls				5,949.00	-	-	-	5,949	5,949
	Asphalt Disposal @ Graham Rd.	1.0 trk		154			-	154	-	-	154

HSP Blue Bridge Chain Link Fence Railing CO



Asphalt DisposalTrucking	2.0 mh			135	-	-	270	-	270
Garco LaborersSafety Set-Up, Asphalt Removal, Concrete Placement, Non-Shrink Grout Placement, Clean-Up	335.0 mh				19,406	-	-	-	19,406
Temporary Fencing Rental @ \$2.00 per Ft. per month. 540 lineal ft.	2.0 ms			1,080	1	-	2,160	-	2,160
Design FeesNAC/DCI	1.0 Ls			3,204.50	-	-	-	3,205	3,205
PCE Mod-58 Conduit Refeed	1.0 LS			1,619.00	1	-	-	1,619	1,619
Home Depot Sackcrete	1.0 Ls		59		1	59	-	-	59
DCI Base Plate Design Fees	1.0 Ls			2,500.00	-	-	-	2,500	2,500
Sealcoat Credit Woodys Sealcoat	1.0 Ls			(1,305.60)	-	-	-	(1,306)	(1,306)
Blue Bridge Credit For Plate Installation	1.0 Ls			(7,359.00)	-	-	-	(7,359)	(7,359)
Star Rental Safety	1.0 Ls			72	-	-	72	-	72
Star Rental All Purpose concrete	1.0 Ls		271		-	271	-	-	271
			SUB-TOTALS		19,406	3,384	5,071	45,568	73,341
A	DD-ONS:	OH&P: on Garco (as subcontractor) self-performed work.			15.00% (of Labor, Material & Equip.)				4,179

HSP Blue Bridge Chain Link Fence Railing CO



OH&P: on Garco (as subcontractor) subcontracted work	4.00% (of Subcontract)		1,823
		SUB-TOTAL	79,343
Insurance	1.00% (of Subtotal)		793
Bond Premium	0.75% (of Subtotal)		595
		SUB-TOTAL	80,731
B & O Tax	0.47% (of Subtotal)		373
TOTAL - CHANGE ORDER REQUEST			\$ 81,104

SPECIFIC EXCLUSIONS:

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

Project Name: Blue Bridge Posts - Garco

Date: 3/13/2019 Bid Due: 12/21/2018 Addenda: n/a

Estimator: Shelley Connall

Item	QTY		Description	Unit	Total
			Posts - 2x2x1/4 with top cap - Powdercoat Black - leave 1" from		
1	80	EΑ	bottom bare	108.00	8,640.00
			Total		8,640.00

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
 Material that is supplied for installation by others that is defective in any way Purchaser
- of said material must contact Phoenix Co prior to making any repairs or 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 field dimensions will be the responsibility of the contractor
- All material shop primed unless otherwise noted
- · All hardware for supplied materials
- All material F.O.B. jobsite

Exclusions

- Retainage
- Engineering
- Sales tax
- Installation

March 1, 2019



*** BID ***

To:

Scott

Re:

Riverfront Park

From: Roy Masterson

Furnish and install 520 LF x 54" Black Chain link fence per latest revised detail dated 2-26-19

Price includes NW Fence welding posts to sleeves

- Installed by Garco

Option #1

7 Foot Post Spacing

Option #2

4 Foot Post Spacing

EXCLUSIONS:

Fall Restraint Cable Excavation of Solid Rock Bond, Permit, Clearing, Removal and Disposal of existing fence Staking & Painting/Marking for Utility Locate Grading, Grounding

Stamped Engineered Fence Drawings

Temporary Fencing Mowstrip, Concrete Coring Sales Tax Off Site Disposal of Posthole Soil Locating Private Utilities Pollution Liability Insurance **Barrier Gates**

Price is good for 30 days.

Do not hesitate to contact me if you have any questions.

Mead, Lorraine

From:

Scott Battaglia <scottb@garco.com>

Sent:

Wednesday, July 24, 2019 3:06 PM

To:

Mead, Lorraine

Subject:

FW: Blue Bridge - Breakdown

FYI,

Scott Battaglia

Garco Construction

scottb@garco.com

509-370-8767

From: Alexis Hallett <alexis@northwestfencecompany.com>

Sent: Wednesday, July 24, 2019 12:58 PM **To:** Scott Battaglia <scottb@garco.com>

Subject: Blue Bridge - Breakdown

Scott,

Per your request here is the breakdown of our bill:

Material Cost

\$18,320

Labor

\$13,000

Equipment

\$1000

\$32,320

Thanks!

Alexis Hallett

Alexis@NorthwestFenceCompany.com www.NorthwestFenceCompany.com

14909 E. Sprague Ave Spokane Valley, WA 99216 (509) 928-8084 Office (509) 926-9931 Fax

Please Review Our Company Here!!



WHITE CAP

SUPPLY ON ACCOUNT



047 - Spokane 3825 East Trent Ave. Spokane, WA, 99202 (509) 535-5223

QUOTE

32450353

Sold To:

1655000

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA, 99220-2946

509-535-4688

Ship To:

YARD-1655999,1655999

E 4114 BROADWAY SPOKANE, WA, 99202 Job Site Contact: Job Site Phone:

Map #:

10:49 AM

Ordered By: PETE MADESN

Contact Phone:

	Quote Number	Quote Date	Valid	Until	Request Date 04/08/2019		les Person Mullen, J	
	Terms	Shipping Method	Quote	Name	Customer PO	C	reated By	
N30D		5. Walk In		1721		<u> </u>	Herbert, Z	
LN	Part#	Part# Description H/M		Ord Quantity	U/M	Price	Amount	
D .,					Unit WT	COO		
1.1	227CM604K	60 LB 4000 PSI AVERAGE COMPRESSIVE STRENGTH CONCRETE MIX QUIKRETE		8	EA 60 LBS	\$4.87	\$38.96	
2.1	433JSCR50B	50LB BAG JETSET COMPLET REPAIR	re	4	BAG	\$29.49	\$117.96	
					50 LBS			

\$156.92 Shipped amount \$0.00 Order charges \$0.00 Tax amount \$0.00 Lumber Tax rate/amount 1.00% \$156.92 **Quote total**

CL ! 1 TV-!-1-4. COA AA	Customer acceptance signature:	Date:	
Shipped weight: 000.00	Customer acceptance signature.	Duto .	

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN. QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE DATE.



www.starrentals.com

Rented from

EAST 6812 DESMET SPOKANE WA 99212 509-924-8080 Phone

509-924-1652 Fax

Customer #: 133743

GARCO CONSTRUCTION

P O BOX 2946

SPOKANE WA 99220 2946

509-535-4688 Phone

Status: Completed

Invoice #: 392707-13

Invoice Date: Thu 4/25/2019

Date Out: Thu 4/25/2019 1:58PM

Billed Thru: Thu 4/25/2019

Ordered By:

Terms: Net 10th
Operator: Rhys Birky
Job Descr: Will Call

PO #: 1721

Qtv	Key	Items Sold	Status	Each	Price					
29	4433-0378-13	.EPOXY SET-XP TWIN TUBE	Pulled	\$43.85	\$1,271.65					
29	4433-0387-13	.NOZZLE EPOXY MIXING W/ ATT NUT SIMPSON	Pulled	\$2.85	\$82.65					

Used at Address

Will Call

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid

\$1,474.83

Thu 6/ 6/2019 9:57AM Check # 295953

Total

\$1,474.83

Rental Contract

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM. Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

Sales: \$1,354.30

Subtotal: \$1,354.30

SPOKANE VALLEY: \$120.53

Total: \$1,474.83

Paid: \$1,474.83

Amount Due:

Signature:

GARCO CONSTRUCTION

\$0.00



P O Box 3366 Spokane, WA 99220-3366

Customer No:

12730

Invoice No:

2802919

Inv Date:

05/20/19

Page:

Page 1 of 1

Customer PO: Customer Job: 1721

Garco Construction

PO Box 2946

Spokane WA 99220-2946

Central Pre-Mix Concrete Co. P O Box 3366 Spokane, WA 99220-3366 509-534-6221

heidih@garco.com ap@garco.com

Delivered To:

RIVERFRONT PARK (CPM) US PAVILION

Ordered By:

DENNIS

Date	Code -	Material Description	QTY	UM	Unit Price	Haul QTY	Matl Total	Haul Total	Tax	Total
		Spok-Sullivan Concrete	r.00	CY	101.50	0.00	507.50	0.00	0.00	507.50
05/20/19		- 4000 PSI 3/4" EXTERIOR - FUEL SURCHARGE	5.00 1.00	EA	0.00	0.00	0.00	0.00	0.00	0.00
05/20/19	487000	- ENVIRONMENTAL SURCHARGE	5.00	EA	4.00	0.00	20.00	0.00	0.00	20.00
4 4	1 1	NONCHLORIDE ACCEL 5%	250	CX	~~4.Q~	~·······	10,00	₹ 0.00	~ Q.00~	1000~
		Spok-Crestline Concrete - 7 SK 3/8" EXTERIOR, WRA	6.00	CY	110.50	0.00	663.00	0.00	0.00	663.00
05/20/19	467755	- FUEL SURCHARGE	1.00	EA	0.00	0.00	0.00	0.00	0.00	0.00
05/20/19	487000	- ENVIRONMENTAL SURCHARGE	6.00	EA	4.00	0.00	24.00	0.00	0.00	24.00
05/20/19	487955	- STAND BY TIME - MIXER	72.00	MIN	0.00	0.00	0.00	0.00	0.00	0.00
		Total Invoice:	98.50				1,224.50	0.00	0.00	1,224.50

Ticket number(s) shipped from plant 05136 - Spok-Sullivan Concrete

Ticket number(s) shipped from plant 05142 - Spok-Crestline Concrete

*471600

E- INVOICING IS AVAILABLE! PLEASE CONTACT US TO GET YOU STARTED.

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Terms: If paid by 06/10/2019 and account is current, cash* discount of 24.49 will be allowed

Invoice Amount:

1,224.50

* Discounts not allowed if paid by credit card.

Amount Paid:

If you have any questions about your invoice please call 509-534-6221

Customer Name:

Garco Construction

Customer No:

12730 2802919

Invoice #: Date:

05/20/19

Customer Job:

0

Customer PO:

Due Date:

1721

06/10/19

Remit Payment To:

Central Pre-Mix Concrete Co.

PO Box 742421

Los Angeles, CA 90074

Please provide your email address below if you would like to start receiving your invoices via email

AAA Sweeping, L.L.C. P. O. Box 624 Veradale, WA 99037 **INVOICE**

INVOICE#

64253

CLIENT#

GARC01

Telephone: 509.922.1363

SERVICE LOCATION

US Pavilion/Promenade Renovation

Garco Construction 4114 E. Broadway Ave. Spokane, WA 99202

Contact: Scott Telephone: 370.8767

INVOICE DATE | ORDERED DATE

04/29/19

04/17/19

Terms

2,700.500

NET 30 DAYS

MAIN

1.000

SERVICE DESCRIPTION

1.000 N SC-EX
US Pavilion/Promenade Renovation

SERVICE DESCRIPTION

3,248.000

3,248.000

Vacuum truck service ordered for hydro-excavation on 4/17/19

Mobilization - 1.00 hrs @ 128.75 = 128.75

Vacuum sve RT - 7.50 hrs @ 193.50 = 1451.25Laborer mob - 1.00 hrs @ 69.00 = 69.00Laborer RT - 7.50 hrs @ 98.00 = 735.00

Flex hose, 240 ft @ 3.60 = 864.00

1.000 1.000 N SC-EX
US Pavilion/Promenade Renovation

Vacuum truck service ordered for hydro-excavation on 4/18/19

Mobilization - 1.00 hrs @ 128.75 = 128.75 Vacuum svc RT - 8.00 hrs @ 193.50 = 1548.00 Vacuum svc OT - 0.50 hrs @ 218.50 = 109.25 Laborer mob - 1.00 hrs @ 69.00 = 69.00 Laborer RT - 8.00 hrs @ 98.00 = 784.00 Laborer OT - 0.50 hrs @ 123.00 = 61.50

Printed: 04/29/19

Total Paid 0.00
Balance Due 5,948.50
Due Date 05/29/19

Sub Total 5,948.50
0.00
Sub Total 5,948.50
Sales Tax

TOTAL DUE

5,948.50

2,700.50

Graham Road Facility 1820 S. Graham Road Medical Lake, WA, 99022 Reprint Ticket# 589438

ACME CONCRETE ACME CONCRETE

Ph: (509)244-0151

Customer Name GARCOCONS GARCO CONSTRUC Carrier Ticket Date 05/21/2019
Payment Type Credit Account

Scale

Silvin T

Vehicle# JIM Container Driver JIM

Route Hauling Ticket# Destination

Manual Ticket#

Check# Billing# 0000063 Grid

Manifest

Profile () Generator 1721 PO#

Time

Operator ASHIELD2

Inbound Gross Tare Net

Tons

In 05/21/2019 11:32:59 Scale1 Out 05/21/2019 11:32:59

ASHIELD2

Comments

Product	LD%	Qty	UOM	Rate	Tax/Fee	Amount Origin
1 CDLY-CD WASTE YARDS 2 FUEL-Fuel Surcharge - I 3 EVF-L-Standard Environe 4 WWMt-P-Waste Water Mana 5 RCR-P-Regulatory Cost I 6 SRHD2-Spokane Regional	n 100 a 100 R 100	9.50 1 9.50	Yards % Load % Yards	10.95 6.63 24.00 6.50 3.60 0.08	3,75	\$104.03 SPOKANE \$8.54 SPOKANE \$24.00 SPOKANE \$8.37 SPOKANE \$4.64 SPOKANE \$0.76

Total Tax/Fees Total Ticket

\$3.75 \$154.09

Driver's Signature

The total amount includes fees and taxes that may not all be listed on this ticket due to technical limitation.

Invoice No. 2019-045

Acme Concrete Paving, Inc. 4124 E. Broadway Spokane, WA 99202

INVOICE

Customer	Misc		
Name Address City Phone	GARCO CONSTRUCTION INC Date 4114 E BROADWAY AVE Order No. SPOKANE State WA ZIP 99202 Rep FOB	7/1/2019	
Qty	Description Unit Pri	ice TOTA	AL
8	THANK YOU \$ 135	3.00 \$ 1,	080.00
	SubTo Shippi		080.080
Payment	Select One Tax Rate(s) 0.00%		
Comments Name	TOT	AL \$ 1,	,080.08
CC # Expires	Office Use Only		'

Report Selections:	Job:	172100	Job Status:	Active
	Phase:	0203700	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No
	Cost Group:	ALL		

Job Cost History Report From Inception To 06/04/19 Including P.O. Receipts and Payroll in Progress

UnPos	ted?		Including P.O.	Receipts and Payroll in Progress			
	Tran					Unit of	Measure
Date	Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 17210	0 US PAVIL	ION/PROMENADE					
	Phase: 02	2037-00 BLUE BRIDGE FENCIN	IG Cost Type: L Labor				
04/20/19	OH OV	/ERHEAD - PR	PAYROLL OVERHEAD BURDEN				284.88
04/27/19	OH OV	/ERHEAD - PR	PAYROLL OVERHEAD BURDEN				120.50
05/04/19	OH OV	/ERHEAD - PR	PAYROLL OVERHEAD BURDEN				340.32
05/11/19	OH OV	/ERHEAD - PR	PAYROLL OVERHEAD BURDEN				189.26
05/25/19	OH OV	/ERHEAD - PR	PAYROLL OVERHEAD BURDEN				78.16
04/20/19	PR AM	10JAS	JASON A AMOUR	Check# E55294	10.00		287.10
04/20/19	PR CL	ALAN	LANCE A CLAFLIN	Check# E55318	16.00		343.52
04/20/19	PR DA	VJAR	JARROD J DAVIS	Check# 523382	2.00		53.68
04/20/19	PR DE	ENMYL	MYLES C DENTON	Check# E55328	2.00		60.68
04/20/19	PR GIE	BCUL	CULLEN J GIBSON	Check# E55340	13.00		450.84
04/20/19	PR HA	UTRA	TRAVIS A HAUCK	Check# 523391	13.00		515.84
04/20/19	PR KIN	MTYL	TYLER S KIMM	Check# E55361	10.00		215.30
04/20/19	PR MC	CLROB	ROBERT D MCLEOD	Check# E55383	18.00		555.12
04/20/19	PR SA	VDAV	DAVID C SAVITZ	Check# E55415	2.00		68.88
04/20/19	PR YO	DUCIN	CINDY F YOUNG	Check# 523413	10,00		268.40
04/20/19	PR BU	JRDEN - PR	PAYROLL BURDEN				2,131.23
04/27/19	PR DE	ENMYL	MYLES C DENTON	Check# E55566	9.00		273.06
04/27/19	PR KE	LSTE	STEVEN B KELLEY	Check# E55595	11.00		315.81
04/27/19	PR KI	MTYL	TYLER S KIMM	Check# E55596	2.00		43.06
04/27/19	PR MC	CLROB	ROBERT D MCLEOD	Check# E55617	4.00		123.36
04/27/19	PR ON	NEDAV	DAVID T O'NEILL	Check# E55630	9.00		258.39
04/27/19	PR SA	AVDAV	DAVID C SAVITZ	Check# E55646	3.00		103.32
04/27/19	PR YC	DUCIN	CINDY F YOUNG	Check# 523464	5.00		134.20
04/27/19	PR BL	JRDEN - PR	PAYROLL BURDEN				826.28
05/04/19	PR CL	_ALAN	LANCE A CLAFLIN	Check# E55733	8.00		171.76
05/04/19	PR DE	ENMYL	MYLES C DENTON	Check# E55743	12.00		364.08
05/04/19	PR GI	BCUL	CULLEN J GIBSON	Check# E55757	32.00		1,109.76
05/04/19	PR HA	AUTRA	TRAVIS A HAUCK	Check# 523481	32.00		1,269.76
05/04/19	PR MO	CLROB	ROBERT D MCLEOD	Check# E55796	8.00		246.72
05/04/19	PR RC	ODLAN	LANCE B RODENBOUGH	Check# E55820	2.00		61.74

Job Cost History Report From Inception To 06/04/19 Including P.O. Receipts and Payroll in Progress

UnPos	ted?			Including P.0	D. Receipts ar	d Payroll in Progress		Unit	of Measure
Date	Tran Type Ref	erence	Des	cription		Additional Information	Hours	Quantity	Amount
Job: 17210	0 US PAVILION/PROME	NADE							
	Phase: 02037-00 BLU	E BRIDGE FENCIN	G Cost Type: L Lab	or					
05/04/19	PR SAVDAV		DAVID C SAVITZ		Check# E5582	23	2.00		68.88
05/04/19	PR BURDEN - PR		PAYROLL BURDEN						2,670.93
05/11/19	PR CLALAN		LANCE A CLAFLIN		Check# E559	57	4.00		85.88
05/11/19	PR DAVJAR		JARROD J DAVIS		Check# 52352	23	4.00		107.36
05/11/19	PR DENMYL		MYLES C DENTON		Check# E559	38	3.00		91.02
05/11/19	PR GIBCUL		CULLEN J GIBSON		Check# E559	32	16.00		554.88
05/11/19	PR HAUTRA		TRAVIS A HAUCK		Check# 52353	32	14.00		555.52
05/11/19	PR MCLROB		ROBERT D MCLEO	D	Check# E560	23	6.00		185.04
05/11/19	PR YOUCIN		CINDY F YOUNG		Check# 52356	54	10.00		268.40
05/11/19	PR BURDEN - PR		PAYROLL BURDEN	I					1,460.05
05/25/19	PR DAVJAR		JARROD J DAVIS		Check# 5236:	25	12.00		322.08
05/25/19	PR DENMYL		MYLES C DENTON		Check# E563	35	6.00		182.04
05/25/19	PR HOLJEF		JEFFERY M HOLLA	AND	Check# 5236	36	8.00		214.72
05/25/19	PR SAVDAV		DAVID C SAVITZ		Check# E564	27	3.00		103.32
05/25/19	PR BURDEN - PR		PAYROLL BURDEN	1					525.53
		Subtotal for Pha	se: 02037-00 BLU	E BRIDGE FENCIN	IG Cost Type: L	Labor	321.00	0.00	18,660.66
	Phase: 02037-00 BLU	JE BRIDGE FENCIN	G Cost Type: M Ma	terial					
04/30/19	AP PHOCOM		PHOENIX COMPAN	NY	Invoice 1390	dated 4/25/19			8,640.00
04/30/19	AP STAREN		STAR RENTALS		Invoice 39270	07-13 dated 4/25/19			1,474.83
04/30/19	AP WHICAP		WHITE CAP CONS	TRUCTION SUPPLY	Invoice 10010	0359459 dated 4/ 8/19			156.92
05/28/19	AP PHOCOM		PHOENIX COMPAN	NY	Invoice 1382	dated 5/ 1/19			948.00
				E BRIDGE FENCIN	IG Cost Type: M	Material	0.00	0.00	11,219.75
	Phase: 02037-00 BLU				l	d-t-d 4/00/40			5,948.50
04/30/19	AP <u>AAASWE</u>		AAA SWEEPING LI	LC	Invoice 6425	3 dated 4/29/19			000 1000 100000000000000000000000000000
		Subtotal for Pha	ase: 02037-00 BLU	E BRIDGE FENCIN	IG Cost Type: O	Other	0.00	0.00	5,948.50
Job 17210	0 Recap	Total for J	lob: 172100 US PA	VILION/PROMENA	ADE .		321.00	0.00	35,828.91
Hours Amount	ŧ	Labor	Material	Other	Total				
02037-0 FENCIN	0 BLUE BRIDGE	321.00	0.00	0.00	321.00				

35,828.91

35,828.91

321.00

5,948.50

5,948.50

0.00

18,660.66

18,660.66

321.00

11,219.75

11,219.75

0.00

FENCING

Total

Job Cost History Report From Inception To 06/04/19

UnPosted?			Including P.O. Receipts and Payroll in Progress					Unit of Measure		
Date	Tran Type	Reference	Des	scription		Additional Information	Hours	Quantity	Amount	
Report R	Recap by Job			50 records proc	essed	Report Totals	321.00	0.00	35,828.91	
Amoun	t	Labor	Material	Other	Total					
172100 U PAVILIO	JS N/PROMENADE	321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91					
Total		321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91					

Report Selections:	Job:	172100	Job Status:	Active
	Phase:	0200803	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No
	Cost Group:	ALL		

Job Cost History Report From Inception To 06/04/19 Including P.O. Receipts and Payroll in Progress

UnPost	ed?		Including	g P.O. Receipts and Payro	II in Progress		Unit o	f Measure
Date	Tran Type	Reference	Description	Add	tional Information	Hours	Quantity	Amount
Job: 172100	US PAVILION/	PROMENADE						
	Phase: 02008	-03 BLUE BRIDGE SEA	AL COAT Cost Type: L Labor					
05/25/19	OH OVERH	EAD - PR	PAYROLL OVERHEAD BURDEN					40.88
05/25/19	PR HARST	E	STEVE W HARRIS	Check# 523633		2.00		67.68
05/25/19	PR HARZA	С	ZACHARY D. HARRIS	Check# E56359		2.00		53.68
05/25/19	PR MURDE	EN	DENNIS V MURPHY	Check# 523650		2.00		78.14
05/25/19	PR MURKA	M	KAMERON C MURPHY	Check# E56403		2.00		61.14
05/25/19	PR NORSE	T	SETH M NORMAN	Check# E56409		2.00		58.14
05/25/19	PR PARAN	Т	ANTONE B PARADISO	Check# 523653		2.00		58.14
05/25/19	PR VANAN	D	ANDREW J VAN HEES	Check# E56461		2.00		53.68
05/25/19	PR BURDE	N - PR	PAYROLL BURDEN					274.33
		Subtotal for	Phase: 02008-03 BLUE BRIDGE SE	AL COAT Cost Type: L Labor		14.00	0.00	745.81
Job 172100) Recap	Total	for Job: 172100 US PAVILION/PROM	MENADE	· d.	14.00	0.00	745.81

Hours Amount	Labor	Total
02008-03 BLUE BRIDGE SEAL COAT	<i>14.00</i> 745.81	<i>14.00</i> 745.81
Total	<i>14.00</i> 745.81	<i>14.00</i> 745.81

745.81

Job Cost History Report From Inception To 06/04/19

UnPos		Including P.O. Receipts and Payroll in Progress				Unit of Measure		
Date	Tran Type	Reference	Ε	Description	Additional Information	Hours	Quantity	Amount
Report F	Recap by Job			9 records processed	Report Totals	14.00	0.00	745.81
Hours Amoun	t	Labor	Total					

Hours Amount	Labor	Total	
172100 US PAVILION/PROMENADE	14.00 745.81	14.00 745.81	
Total	14.00	14.00	
iotai	745.81	745.81	



Pavilion Reimaging design-build with Garco Construction City of Spokane Blue Bridge Guardrail July 1, 2019

	Hours	Rate	Cost
Guardrail Redesign			
NAC- Manage change	2	250	500
Design	0	145	0
Manage/ coord consultant	2	145	290
Berger	4	150	600
DCI- Josh Comfort	9.25	140	1295
DCI- Dylan Larson	4.75	110	522.5

Total Fee 3207.5



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

Proposal

PROPOSAL SUBMITTED TO	DATE
Garco Construction	3/7/19
STREET	JOB NAME
4114 E Broadway	MOD-58 Blue Bridge Conduit refeed
CITY, STATE, AND ZIP CODE	JOB LOCATION
Spokane WA 99202	507 N Howard St Spokane, WA 99201
ATTN:	PHONE:
Rob Decker and Scott Battaglia	509-535-4688

Rob and Scott,

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

General Inclusions

- Up to 60' of ¾" GRC conduit to be run on top of the bridge/curb to refeed the existing blue bridge lights.
- This price assumes that all work will be performed on the bridge deck and not out of a crane basket or being suspended over the edge.
- New conductors as needed.
- Assumes that we can tie into existing underground conduit system.

General Exclusions

- Tax.
- Excavation.
- · Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's

Price \$1,619.00

Thank you for the opportunity,

Steve Gilbertz 509-481-0465 PM/Estimator



Washington www.dci-engineers.com Oregon California Texas Alaska

Colorado Montana

professional services agreement

March 15, 2019

Scott Battaglia **Garco Construction** 4114 East Broadway Spokane, Washington 99202

Structural Engineering Services Proposal for the Howard Street Bridge Guardrail Fence Design in Spokane, Washington

Project Description: This project includes the design of the Guardrail Fence portion of the Howard Street Bridge improvement project. The guardrail fence will be comprised of typical chain-link fence materials as directed by Northwest Fence.

Scope of Services: DCI Engineers will provide structural calculations with detailing as provided by the fence supplier. It is assumed that the existing conditions closely match the original construction drawings, but our fee includes an allowance to cover typical issues that may arise during the installation process. If excessive unforeseen as-built conditions are discovered which require significant engineering effort, those services will be performed on an hourly basis as an additional service to this contract.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost. Our fees are proposed as follows:

1. Guardrail Fence Design:

\$2,500 (Fixed Fee)

Professional services for this project shall be provided according to this professional services agreement and the attached Terms and Conditions. The parties agree that this agreement and all terms and conditions hereto shall become effective immediately upon DCI's commencement of the services described herein and regardless of whether this agreement is signed by both parties. This agreement shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

Sincerely,

DCI Engineers

Joshua R. Comfort, PE, SE Senior Project Manager

Approved By:	Signature	Date:
Printed Name:		Title:
Attachments:	☑Terms and Conditions	⊠Schedule of Expenses □BIM



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client. This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by electronic mail) to proceed with the services, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

STANDARD OF CARE: DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

CLIENT FURNISHED INFORMATION: Client shall provide DCI with a survey describing the physical characteristics, legal limitations and utility locations for the Project site, a written legal description and geotechnical reports. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness or timeliness, of services and information furnished by Client and Client's consultants, contractors and agents.

FEES: The fees set forth in this Agreement are good for 90 days from the date on the first page of this Agreement to the commencement of substantial work, as reasonably determined by DCI. If Client requests any material changes to this Agreement, or if the Project's design or construction schedule is substantially delayed, DCI reserves the right to modify its fees.

PAYMENTS: Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement by Client and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability to the Client for any costs or damages resulting from such suspension. Amounts unpaid 30 days after the invoice date will be subject to a monthly finance charge of 1.5% on the unpaid balance or maximum rate allowed by law, whichever is less. Client shall have no right of setoff against any billings of DCI for disputed services or claims.

ADDITIONAL SERVICES: Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services. Additional Services shall entitle DCI to compensation as agreed upon by the parties.

DELAY: DCI shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without the fault or negligence of DCI or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including, without limitation, their failure to furnish information in timely fashion and/or their faulty or untimely performance.

CONTINGENCY RESERVE: Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 5% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

INDEMNIFICATION: Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of DCI's breach of this Agreement, or arising out of DCI's breach of duties owed independent of this Agreement, if any, including but not limited to breach of warranty, indemnity, negligence, strict liability, or other tort or statutory cause or causes, or otherwise related to formation of this Agreement or services rendered by DCI in connection herewith, or any amendment thereto, shall not exceed ten times DCI's fee or \$500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed any limits of liability insurance then available at the time of settlement or judament.

CONSEQUENTIAL DAMAGES: DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited, to lost profits, loss of capital, loss of use, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.

INSTRUMENTS OF SERVICE: DCI's Instruments of Service (as defined in AIA Document A201™-2017) will be prepared and are intended for use solely for this Project. DCI's Instruments of Service also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, including prompt payment of all sums when due, DCI grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from and against any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

DIGITAL MEDIA FILES: DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees to not further disseminate the Digital Media Files without DCI's prior written consent.

PROJECT SITE: DCI shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

MEDIATION: DCI and Client agree that as a condition precedent to any litigation, all disputes arising out of or relating to this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. DCI and Client further agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the Project.

LAW AND FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to laws regarding choice of law. Any mediation or litigation relating to this Agreement shall be brought in Seattle, WA.

CORPORATE RESPONSIBILITY: DCI's services shall not subject DCI's individual employees, officers or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against DCI, a Washington state corporation, and not against any of DCI's individual employees, officers or directors.

TERMINATION: Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIRD PARTIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither DCI nor Client shall assign this Agreement without the written consent of the other.

RIGHTS CUMULATIVE: All rights and remedies of either party under the Agreement, at law and in equity, will be cumulative and not mutually exclusive; the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

ENTIRE AGREEMENT: If any term, condition or provision of this Agreement, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable. Neither party has relied upon any statement, estimate, forecast, projection, representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements and representations.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or electronic mail of an image of an executed counterpart shall have the same binding effect as the hand-delivery of a manually-signed original.





SCHEDULE OF EXPENSES

DCI ENGINEERS

PROFESSIONAL SERVICES

Clerical and Administrative 1000 Clerical and Administrative 1010	\$50/hr \$60/hr	Project Manager 3100 Project Manager 3110 Project Manager 3120	\$100/hr \$120/hr \$140/hr
Technical Designer 2000	\$60/hr	Project Manager 3130	\$160/hr
Technical Designer 2010	\$70/hr		
Technical Designer 2020	\$80/hr	Senior Project Manager 3200	\$120/hr
Technical Designer 2030	\$90/hr	Senior Project Manager 3210	\$140/hr
Technical Designer 2040	\$100/hr	Senior Project Manager 3220	\$160/hr
S		Senior Project Manager 3230	\$180/hr
Senior Technical Designer 2100	\$80/hr	•	
Senior Technical Designer 2110	\$100/hr	Associate 4000	\$140/hr
Senior Technical Designer 2120	\$120/hr	Associate 4010	\$160/hr
Senior Technical Designer 2130	\$140/hr	Associate 4020	\$180/hr
Senior Technical Designer 2140	\$160/hr		
		Associate Principal 4110	\$160/hr
Project Engineer 3010	\$80/hr	Associate Principal 4120	\$180/hr
Project Engineer 3020	\$90/hr	Associate Principal 4130	\$200/hr
Project Engineer 3030	\$100/hr		
Project Engineer 3040	\$110/hr	Principal Engineer 4200	\$160/hr
Project Engineer 3050	\$120/hr	Principal Engineer 4210	\$200/hr
Project Engineer 3060	\$130/hr	Principal Engineer 4220	\$250/hr
Project Engineer 3070	\$140/hr	Principal Engineer 4230	\$300/hr
,	,	Principal Engineer 4240	\$300/hr

REIMBURSABLE SERVICES

Original Plots and Architectural Plotting with Drawing Files			Copie	es and Architectural with Plot Files	Plotting
Media	Size	Fee	Media	Size	Fee
Bond	A,B+C Size	\$4.00/Plot	Bond	A+B Size	\$0.20/Plot
Bond	D.E+E1 Size	\$7.75/Plot	Bond	C+D Size	\$1.50/Plot
			Bond	E+E1 Size	\$2.50/Plot
Vellum	A,B+C Size	\$6.00/Plot			
Vellum	D,E+E1 Size	\$11.50/Plot	Color	A Size	\$1.00/Plot
• 0	-,, -,	*	Color	B Size	\$1.50/Plot
Mylar	A,B+C Size	\$10.00/Plot	Color	Scan to File	\$5.00
Mylar	D,E+E1 Size	\$19.00/Plot	20.0.		
			Out of Office Service	es/Expenses	\$1.10x Direct Cost
			Personnel Transportation		\$0.580/mile



www.starrentals.com

Rented from

EAST 6812 DESMET SPOKANE WA 99212 509-924-8080 Phone

509-924-1652 Fax

Customer #: 133743

GARCO CONSTRUCTION

P O BOX 2946

SPOKANE WA 99220 2946

509-535-4688 Phone

Status: Completed

Invoice #: 395921-13

Invoice Date: Wed 5/ 8/2019

Date Out: Wed 5/ 8/2019 9:25AM

Billed Thru: Wed 5/ 8/2019

Job Loc: River front park; Spokane, Wa

Job No: 1721

Ordered By: Travis

Terms: Net 10th

Operator: Gary Arnold

Job Descr: Will Call

PO #: 1721

-						
Qty	Key	Items Rented	Ser#	Status	Returned Date	Price
1	190-0060#A0345	COME-A-LONG, 6T AMH LA063-2	01C0261-09	Returned	Wed 5/ 8/2019 3:02PM	\$33.00
	1day \$33.00 1week \$95	.00 4weeks \$180.00				
1	190-0060#A0344	COME-A-LONG, 6T AMH LA063-2	01C0260-09	Returned	Wed 5/ 8/2019 3:02PM	\$33.00
	1day \$33.00 1week \$95	.00 4weeks \$180.00				

Used at Address

River front park Spokane, Wa

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid

\$71.87

Tue 7/ 2/2019 11:08AM Check # 296529-A

Total

\$71.87

Total \$71.87		
Rental Contract ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM. Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.	Rental:	\$66.00
	Subtotal:	\$66.00
	SPOKANE VALLEY:	\$5.87
	Total:	\$71.87
	Paid:	\$71.87
Signature: GARCO CONSTRUCTION	Amount Due:	\$0.00



www.starrentals.com

Rented from

EAST 6812 DESMET SPOKANE WA 99212 509-924-8080 Phone

509-924-1652 Fax

Customer #: 133743

GARCO CONSTRUCTION

P O BOX 2946

SPOKANE WA 99220 2946

509-535-4688 Phone

Status: Completed

Invoice #: 396320-13

Invoice Date: Thu 5/ 9/2019

Date Out: Thu 5/ 9/2019 9:40AM

Billed Thru: Thu 5/ 9/2019

Ordered By: miles
Terms: Net 10th

Operator: Don Miller

PO #: 17-21

Qty	Key	Items	Status	Each	Price
1	4999-0010-13	18" all purpose cconc./asphalt	Pulled	\$249.00	\$249.00

Used at Address

miles pavilion

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid

\$271.16

Tue 7/ 2/2019 11:08AM Check # 296529-A

Total

\$271.16

Rental Contract

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM. Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

Sales:	\$249.00
Subtotal:	\$249.00
SPOKANE VALLEY:	\$22.16
Total:	\$271.16
Paid:	\$271.16

Amount Due:

Signature:

GARCO CONSTRUCTION

\$0.00

ITEM #10



				UNIT F	RICES				TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	North Side Bobcat Excavation	1.0 LS				3,549.00	-	-	-	3,549	3,549
	Clearwater Summit Irrigation Investigation and Repair	1.0 LS				7,966.63	-	-	-	7,967	7,967
	Garco Laborers Sawcutting and Demo 4-24- 2019	9.0 mh	48				432	-	-	-	432
	Garco Concrete Walk Behind Saw	1.0 LS			65		-	-	65	-	65
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
			I.	SUB-TOTALS	3	II.	432	-	65	11,516	12,013
	ADD	-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfor	med work.	15.00%	(of Labor, Mate	erial & Equip.)	<u> </u>	75
				co (as subcontrac				(of Subcontrac			461
									•	SUB-TOTAL	12,548
			Insurance				1.00%	(of Subtotal)			125
			Bond Premium					(of Subtotal)			94
								· ,		SUB-TOTAL	12,767
			B & O Tax				0.47%	(of Subtotal)			59
			TOTAL - CH	IANGE ORD	ER REQUE	ST					\$ 12,826

SPECIFIC EXCLUSIONS:

1. WSST

CLEARWATER • SUMMIT GROUP INC.

Landscape Design & Construction

6/6/2019

RE: Irrigation Repairs

5/1-pot holing around stair case under Washintong St Bridge to find mainline leaks. 5/2-pot holing to find mainline leaks, located repairs Clearwater made last year and none of these were leaking. Kept tracing mainline back up hillside up to vetrans memorial. Installed 2 quick couplers for parks to be able to drain mainline better 5/3-Continued digging near vetrans memorial to trace mainline to a point it could be capped

5/5-Finally found mainline underneath staircase next to Washinton St Bridge about 3 or 4 flights up from the bottom. Line was cut and capped. System is opperational with no leaks.

Materials	QTY	Unit Measur	Unit Cost	Total Cost
Irrigaiton	1	LS	\$ 15.00	\$ 15.00
		CY	\$ 15.21	\$ -

Total Material Cost \$15.00

Labor

Working Foreman (1)	36.5 Hrs	\$ 55.00	\$ 2,007.50
Landscape Labor (3)	109 Hrs	\$ 45.00	\$ 4,905.00

Total Labor Cost \$ 6,912.50

Equipment

Skid Steer	Hrs	\$ 46.63	\$ -
Mini Excavator	Hrs	\$ 46.76	\$ -
Crew Truck	Days	\$ 120.00	\$ -

Total Equipment Cost \$ -

Total Material, Labor & Equipment \$6,927.50

 Subtotal
 \$6,927.50

 Overhead & Profit - 15%
 \$ 1,039.13

Total \$7,966.63

Project Manager

Carlos Lima

Email: Clima@clearwatersummitgroup.com

Cell: 208-818-4073

DAILY JOB REPORT

JOB NAME: HOWARD	SI MON	DATE: 5/1-5/6	
CREW:		3/10	
1. Je ff Dechenne 2. Cesar Montese 3. Saul Montese	4 .4		
2. Cesar Montes.	4. MARCO ROCCA 5	7	•
3. SAUL MONTES	5	8	
	0	9.	
MATERIALS:			
PURCHASED FROM	PRODUCT DESCRIPTION	AMOTIMA	35. 4 mm s
		AMOUNT	DATI
	•		
	•	4	
CITTO COLUMN	•		**************************************
SUBCONTRACTORS:		•	
•	•	•	
			•
			•
EQUIPMENT RENTAL:			•
EQUIPMENT RENTAL:			•
EQUIPMENT RENTAL:		·	
EQUIPMENT RENTAL:		·	•
•		·	•
•	CTIVITES / CONVERSATI		
•	CTIVITES / CONVERSATI	ONS OF IMPORTAN	CE:
Jed Spot digging	CTIVITES/CONVERSATI	ONS OF IMPORTAN	CE:
hurs. 11 - 11	the maining fe	eaks lohes.	· CE:
DAILY REPORT/DAY'S A Jed. Spot digging Thurs. 11 11	THE MAININE FE	IONS OF IMPORTAN	CE:
DATLY REPORT/DAY'S A Jed. Spot digging Thurs. 11 - 11	I I I I	eaks lohes.	CE:
DAILY REPORT/DAY'S A Jed. Spot digging Thurs. 11 11	THE MAININE FE	eaks lohes.	CE:
DAILY REPORT/DAY'S A Jed. Spot digging Thurs. 11 11	I I I I	eaks lohes.	CE:
DAILY REPORT/DAY'S A Jed. Spot digging hurs. 11 - 11 Couplers. 10 hrs ri. Digging to	FIND legks, 10	eaks lohes.	CE:
DAILY REPORT/DAY'S A Jed. Spot digging Thurs. 11 11	Find legks, 10	vstalled 2 2.C	[CE:
DAILY REPORT/DAY'S A Jed. Spot digging hurs. 11 - 11 Couplers. 10 hrs ri. Digging to	Find legks, 10	eaks lohes.	CE:
DAILY REPORT/DAY'S A Jed. Spot digging hurs. 11 - 11 Couplers. 10 hrs ri. Digging to	Find legks, 10	vstalled 2 2.C	CE:
DAILY REPORT/DAY'S A Jed. Spot digging hurs. 11 - 11 Couplers. 10 hrs ri. Digging to	Find legks, 10	vstalled 2 2.C	CE:
DAILY REPORT/DAY'S A Jed. Spot digging hurs. 11 - 11 Couplers. 10 hrs ri. Digging to	Find legks, 10	vstalled 2 2.C	CE:

Northside Bobcat Service

PO Box 66

Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

P.O. No.

US Pavilion

		_		
Bill	То			
4114	Construction E. Broadway ane, WA 99202			
		J		
Serviced	Description		Quantity	
/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker		17	

Serviced		[Description		Quantity	Rate	Amount
12/24/2018	(3/22/1	g and retaining wall of 19 - 4/8/19) t with breaker	lemo beyond original	estimate	17	196.00	0.00 3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)						0.00
	Demo Saw Compaction Mini-Excavator Bobcat Demo saw				1 10 10 1	100.00 200.00 131.00 131.00 200.00	100.00 200.00 1,310.00 1,310.00 200.00
	Labor Hydrant install including overtime and asphalt patch, trench box for city				20	55.34 17,000.00	1,106.80 17,000.00
1/4/2019 Unforeseen concrete demo (demo bench wall & footi Mini-Excavator Bobcat w/breaker Bobcat Labor			Cooting)	8 8 8 8	131.00 196.00 131.00 55.34	0.00 1,048.00 1,568.00 1,048.00 442.72	
			Custom	er Resale No.	Subtotal		
			600-297-734		Sales Tax (0.0%)		
					Total		
Phone	#	Fax#	Cell#	E-mail Payments/Cre		redits	
(509) 238-5172 (509) 238-5172 (509) 951-2189		ranchbossb	ars@gmail.com	Balance Due)		

Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Date	Invoice #
7/14/2019	3870

Bil	II To						
4114	co Constr 4 E. Broa kane, W						
						P.O. No.	
						US Pavilion	
Serviced Description			Quantity	Rate	Amount		
1/17/2019 Unforeseen concrete breaking US Pavilion Mini-Excavator Bobcat Bobcat w/breaker				10 10 8	131.00 131.00 196.00	0.00 1,310.00 1,310.00 1,568.00	
1/18/2019 Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena) Mini-Excavator Bobcat w/breaker Bobcat to load out Labor Demo saw			3 3 3 3 1	131.00 196.00 131.00 55.34 100.00	393.00 588.00 393.00 166.02 100.00		
1/24/2019		eseen concrete breakin w/breaker ng	ng US Pavilion		4 4	196.00 135.00	0.00 784.00 540.00
1/25/2019	Mini-e	ete breaking at north s xcavator t w/breaker	swale		8 8	131.00 196.00	0.00 1,048.00 1,568.00
				Custor	mer Resale No.	Subtotal	
			600-297-734		Sales Tax (0.0%)		
						Total	
Phone	e #	Fax#	Cell#		E-mail	Payments/Credits	
(509) 238	3-5172	(509) 238-5172	(509) 951-2189	ranchboss	bars@gmail.com	Balance Due	

Colbert, WA 99005-0066

Northside Bobcat Service PO Box 66

Invoice

Date	Invoice #
7/14/2019	3870

Bill To	
Garco Construction	
4114 E. Broadway Spokane, WA 99202	
Spokene, wir 33202	

						P.O. No.	
						US Pavilion	
Serviced]	Description		Quantity		Rate	Amount
	Bobcat for load out Trucking				8	131.00 135.00	1,048.00 810.00
	3/18-22/19 Light pole bases compaction to include Mini- labor & compactors					1,865.50	1,865.50
4/23/2019	4/9-12/19 Build stone retain north swale Mini-Excavator Labor Bobcat #1 Bobcat #2 Compactors Unforeseen (expose hole at compact for safety) Mini-Excavator Bobcat Labor Compactor		~~~		20 20 20 20 1 3 3 3 1	131.00 55.34 131.00 131.00 200.00 131.00 131.00 55.34 100.00	0.00 2,620.00 1,106.80 2,620.00 2,620.00 0.00 393.00 393.00 166.02 100.00
	uuu	uuu	Custom	er Resale No.		Subtotal	
			600-	-297-734 Sales Tax (0.0%			.0%)
						Total	
Phone #	Fax#	Cell#	E	-mail		Payments/Cr	edits
(509) 238-5	172 (509) 238-5172	(509) 951-2189	ranchbossb	ars@gmail.com		Balance Due	

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

Phone #

(509) 238-5172

Fax#

(509) 238-5172

Cell#

(509) 951-2189

Invoice

Date	Invoice #
7/14/2019	3870

Payments/Credits

Balance Due

Bill	То				
4114	o Construction E. Broadway ane, WA 99202				
				P.O. No.	
				US Pavilion	
Serviced	Description		Quantity	Rate	Amount
4/24/2019 4/25/2019 4/25/2019	Centennial Trail asphalt demo Mini-Excavator Bobcat Labor (1 man laboring; 1 man public safety) Bobcat w/breaker Water main break at south end of Howard St Brid destruction of previous two days work plus 30 to on Garco Mini-Excavator Bobcat Labor Labor Compaction Compaction Compaction Place crushed rock on Centennial Trail irrigation Labor (1 man labor; 1 man public safety) Bobcat #1	ns of 5/8 minus	5 5 10 1 5 5 5 5 5 1 1 1	131.00 131.00 55.34 196.00 131.00 55.34 55.34 150.00 100.00 55.00	0.00 655.00 655.00 553.40 196.00 0.00 655.00 276.70 276.70 150.00 100.00 55.00 0.00 442.72 524.00
	<u>I</u>	Custom	er Resale No.	Subtotal	
			297-734	Sales Tax (0	.0%)
				Total	

A service charge of 1.5% will be applied to all balances over 30 days

E-mail

ranch bossbars@gmail.com

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

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	v	V		v	C

Date	Invoice #
7/14/2019	3870

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

						P.O. No.		
						US Pavilion		
Serviced		[Description		Quantity	Rate	Amount	
	Bobcat	#2			4	131.00	524.00	
4/26/2019	at south	end of Howard St E	ing and re-grade after Bridge	water line break			0.00	
	Compa				1	150.00	150.00	
	Compa	ctor xcavator			$\begin{bmatrix} 1 \\ 3 \end{bmatrix}$	55.00 131.00	55.00 393.00	
	Bobcat				$\begin{bmatrix} 3 \\ 3 \end{bmatrix}$	131.00	393.00	
	Labor				6	55.34	332.04	
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)			Bobcat	2	196.00	392.00	
6/5/2019	Remove footing and foundation from former ice skating rink Mini-Excavator Bobcat w/breaker Labor Demo saw			3 3 3 1	131.00 196.00 55.34 100.00	0.00 393.00 588.00 166.02 100.00		
6/12/2019	Unfores		ndation demo at US F	Pavilion seating			0.00	
				Custom	er Resale No.	Subtotal		
				600-	-297-734	Sales Tax (0.	0%)	
						Total		
Phone	#	Fax#	Cell#	E	-mail	Payments/Cre	edits	
(509) 238-	5172	(509) 238-5172	(509) 951-2189	ranchbossb	ars@gmail.com	Balance Due		

PO Box 66

Phone #

(509) 238-5172

Fax#

(509) 238-5172

Cell#

(509) 951-2189

Colbert, WA 99005-0066

Northside Bobcat Service

Invoice

Date	Invoice #
7/14/2019	3870

Payments/Credits

Balance Due

\$0.00

\$63,394.12

Bill	То				
4114	Construction E. Broadway ane, WA 99202				
				P.O. No.	
				US Pavilion	
Serviced	Description		Quantity	Rate	Amount
7/9/2019	Mini-Excavator Bobcat w/breaker Demo saw Labor Unforeseen concrete footing demo at US Pavilion excavation Bobcat w/breaker Labor Demo saw	n trench drain	5 5 1 1	131.00 196.00 100.00 55.34 196.00 55.34 100.00	655.00 980.00 100.00 55.34 0.00 392.00 55.34 100.00
		Custom	er Resale No.	Subtotal	\$63,394.12
		600-	297-734	Sales Tax (0	.0%) \$0.00
				Total	\$63,394.12

E-mail

ranch bossbars@gmail.com

Mead, Lorraine

From: Ellison, Berry <bellison@spokanecity.org>

Sent: Friday, July 26, 2019 11:41 AM

To: Mead, Lorraine Cc: Brown, Jo-Lynn

Subject: PROM Unforeseen Irrigation Break at Centennial Trail

Hi Lorraine,

The points below summarize the flow of events as I understand them. Please review and let me know if your recollection differs.

- Irrigation was installed per redesigned plan that added valves and heads on the west side of the clock tower as well as just north of the lilac bowl. (per revised drawings sent over 9/19/2019)
- Mainline and lateral work was completed on the centennial trail area during 2018 and was operational for several weeks. It was winterized with no issues.
- Damages to existing irrigation that was encountered during excavation of utility line along south side of centennial trail was repaired to working condition and there were no leaks reported.
- Before final paving, the system was tested for leaks and there were none reported.
- Mainline that broke under Washington Street bridge did not leak while system was running nor reveal any issues during winterization.
- After parks department notified Garco of asphalt damage, the contractor provided the labor, material and equipment to repair leaks and asphalt damage at two locations: south of the clock tower and under Washington Street bridge.
- Mainline repair under Washington Street bridge had to be traced up the staircase along the east side of Washington using specialized equipment (ie ground penetrating radar).
- Mainline was able to be excavated and capped near the top of the staircase.
- The location of investigation and repair was outside of the scope work.

Berry Ellison, PLA|City of Spokane Parks & Recreation|Riverfront Park Program Manager tel 509.625.6276| bellison@spokanecity.org| RiverfrontSpokane



7/25/19

<u>Promenade – Fix Leaks in Existing Irrigation on the CT</u>

Based on the subcontractor quote and discussions of the scope of work - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

Blue Bridge Waterline Leak CO. Damage due To Frozen Existing Mainline.





				UNIT P	RICES				TOTALS		
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	NorthSide Bobcat Excavation	1.0 LS				3,490.00	-	-	-	3,490	3,490
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	-	-	-	-
		LS					-	1	-	-	-
		LS					1	ı	1	-	-
		LS					1	ı	1	-	-
		LS						1	•	-	-
		LS					-	-	-	-	-
				SUB-TOTALS	3		-	-	-	3,490	3,490
	ADE	-ONS:	OH&P: on Gard	co (as subcontrac	ctor) self-perfor	med work.	15.00%	(of Labor, Mate	erial & Equip.)		-
			OH&P: on Gard	co (as subcontrac	ctor) subcontrac	cted work	4.00%	(of Subcontrac	t)		140
										SUB-TOTAL	3,630
			Insurance			1.00%	(of Subtotal)			36	
			Bond Premium				0.75%	(of Subtotal)			27
	SUB-TO		SUB-TOTAL	3,693							
			B & O Tax				0.47%	(of Subtotal)			17
			TOTAL - CH	HANGE ORD	ER REQUE	ST					\$ 3,710

SPECIFIC EXCLUSIONS:

1. WSST

Northside Bobcat Service

PO Box 66

Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

P.O. No.

US Pavilion

		_		
Bill	То			
4114	Construction E. Broadway ane, WA 99202			
		J		
Serviced	Description		Quantity	
/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker		17	

Serviced	Description				Quantity	Rate	Amount
12/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker				17	196.00	0.00 3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)						0.00
	Bobcat Demo	Excavator			1 10 10 1	100.00 200.00 131.00 131.00 200.00	100.00 200.00 1,310.00 1,310.00 200.00
	Labor Hydrant install including overtime and asphalt patch, trench befor city				20	55.34 17,000.00	1,106.80 17,000.00
1/4/2019	Unforeseen concrete demo (demo bench wall & footing) Mini-Excavator Bobcat w/breaker Bobcat Labor				8 8 8 8	131.00 196.00 131.00 55.34	0.00 1,048.00 1,568.00 1,048.00 442.72
				Customer Resale No.		Subtotal	
			600-297-734		Sales Tax (0.0%)		
					Total		
Phone # Fax # Cell #		E-mail		Payments/Credits			
(509) 238-5172 (509) 238-5172 (509) 951-2189			ranchbossb	hbossbars@gmail.com Balance Due			

Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Date	Invoice #			
7/14/2019	3870			

Bil	II To						
4114	co Constr 4 E. Broa kane, W						
						P.O. No.	
						US Pavilion	
Serviced		[Description		Quantity	Quantity Rate An	
1/17/2019 Unforeseen concrete breaking US Pavilion Mini-Excavator Bobcat Bobcat w/breaker				sida US Pavilio	10 10 8	131.00 131.00 196.00	0.00 1,310.00 1,310.00 1,568.00
1/18/2019	1/18/2019 Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena) Mini-Excavator Bobcat w/breaker Bobcat to load out Labor Demo saw				3 3 3 3 3	131.00 196.00 131.00 55.34 100.00	393.00 588.00 393.00 166.02 100.00
1/24/2019	Unforeseen concrete breaking US Pavilion Bobcat w/breaker Trucking			4	196.00 135.00	0.00 784.00 540.00	
1/25/2019 Concrete breaking at north swale Mini-excavator Bobcat w/breaker					8	131.00 196.00	0.00 1,048.00 1,568.00
				Custo	mer Resale No.	Subtotal	
				600-297-734		Sales Tax (0.0%)	
						Total	
Phone # Fax # Cell #		E-mail		Payments/Credits			
(509) 238-5172 (509) 238-5172 (509) 951-2189			ranchbossbars@gmail.com Balance Due				

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

(509) 238-5172

(509) 238-5172

Invoice

Date	Invoice #
7/14/2019	3870

					D. I. D.			
Phone # Fax # Cell #		E	-mail	Payments/Cre	edits			
						Total		
				600-	297-734	Sales Tax (0.0%)		
				Custom	er Resale No.	Subtotal		
Labor Compactor					3	55.34 100.00	166.02 100.00	
compact for safety) Mini-Excavator Bobcat				3 3	131.00 131.00	393.00 393.00		
4/23/2019	Unfore	eseen (expose hole at	Howard St Bridge; ex	cavate/backfill &			0.00	
	Bobcar	t #2			20	131.00 200.00	2,620.00 200.00	
	Labor				20 20	55.34 131.00	1,106.80 2,620.00	
4/9/2019	4/9/2019 4/9-12/19 Build stone retaining walls on northeast entrar north swale Mini-Excavator			st entrance and	20	131.00	0.00 2.620.00	
	compa	ction to include Mini & compactors	-Excavator; Bobcat #	1, Bobcat #2,				
3/18/2019	3/18-2	2/19 Light pole bases	s and excavation/back	fill and		1,865.50	1,865.50	
	Bobcar Trucki	t for load out			8	131.00 135.00	1,048.00 810.00	
Serviced		I	Description		Quantity	Rate	Amount	
					US Pavilion			
					P.O. No.			
		A 99202						
	o Const E. Broa							
Bill	ΙΤο							

ranch bossbars@gmail.com

Balance Due

(509) 951-2189

Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Bill To

Date	Invoice #			
7/14/2019	3870			

	Garco Cor								
	4114 E. B Spokane, '	oadway NA 99202							
Ĺ						P.O. No.			
							US Pavilion		
Serv	riced		Description		Qua	Quantity Rate Amoun			
4/24/2	4/24/2019 Centennial Trail asphalt demo Mini-Excavator Bobcat Labor (1 man laboring; 1 man public safety) Bobcat w/breaker					5 5 10 1	131.00 131.00 55.34 196.00	0.00 655.00 655.00 553.40 196.00	
4/25/2	4/25/2019 Water main break at south end of Howard St Bridge. Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco Mini-Excavator Bobcat Labor Labor Compaction Compaction Compaction					5 5 5 5 1 1	131.00 131.00 55.34 55.34 150.00 100.00 55.00	0.00 655.00 655.00 276.70 276.70 150.00 100.00 55.00	
4/25/2	4/25/2019 Place crushed rock on Centennial Trail irrigation repair Labor (1 man labor; 1 man public safety) Bobcat #1					8 4	55.34 131.00	0.00 442.72 524.00	
	С					Subtotal Sales Tax (0.0%)			
								0%)	
							Total		
F	Phone # Fax # Cell #			E-mail	E-mail Payments/Credits		dits		
(509	(509) 238-5172 (509) 238-5172 (509) 951-2189 ra			ranchb	ossbars@gmail.o	com	Balance Due		

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

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

							P.O. No.		
							US Pavilion		
Se	erviced		[Desc <u>i</u> on		Quantity	Rate	Amount	
$\overline{}$		Bobcat	#2~~~		~~~	4	131.00	524.00	
4/20	6/2019		ll; compaction & test h end of Howard St E	ing and re-grade after Bridge	water line break	,		0.00	
<u>-</u>		Compa	ictor			7 1	150.00	150.00	
		Compa				\ 1	55.00	55.00	
			Excavator			$\frac{1}{2}$	131.00	393.00	
-		Bobcat				$\frac{3}{2}$	131.00	393.00	
/		Labor) 6	55.34	332.04	
4/20	6/2019	Unfore w/brea		ng in paver pathway (Bobcat		196.00	392.00	
6/5	/2019	Remov	e footing and founda	tion from former ice s	skating rink			0.00	
10,3,	/2017		Excavator	tion from former ice .	skating tink	3	131.00	393.00	
			w/breaker			3	196.00	588.00	
		Labor				3	55.34	166.02	
		Demo	saw			1	100.00	100.00	
6/12	6/12/2019 Unforeseen footing and foundation demo at US Pavilion seating excavation							0.00	
	Custo					er Resale No.	Subtotal		
				600-	297-734	Sales Tax (0.0%)			
						Total			
	Phone	#	Fax#	Cell#	E	-mail	Payments/Credits		
(5	509) 238-	5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com		Balance Due		

Northside Bobcat Service

Colbert, WA 99005-0066

excavation

Demo saw

Labor

Bobcat w/breaker

Invoice

Amount

655.00

980.00

100.00

55.34

0.00

392.00

55.34

100.00

Date	Invoice #			
7/14/2019	3870			

2 1 1

131.00

196.00

100.00

55.34

196.00

55.34

100.00

Bill	То		
4114	D Construction E. Broadway ane, WA 99202		
			P.O. No.
			US Pavilion
erviced	Description	Quantity	Rate
	Mini-Excavator Bobcat w/breaker Demo saw Labor	5 5 1 1	131. 196. 100. 55.
2019	Unforeseen concrete footing demo at US Pavilion trench drain		

			Customer	Resale No.	Subtotal	\$63,394.12
			600-29	97-734	Sales Tax (0.0%) \$0.00
					Total	\$63,394.12
Phone #	Fax#	Cell#	E-n	mail	Payments/C	redits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars	s@gmail.com	Balance Due	\$63,394.12



7/25/19

<u>Promenade – Fix/Repair Damage from Existing Waterline Leak near the Blue Bridge</u>

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead





			UNIT PRICES					TOTALS				
Phase	Description	Quan. Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	T	OTAL
	Northside Bobcat Excavation	1.0 LS				1,052.00	-	-	-	1,052		1,052
	Garco Carpenters Repair Abutment hole with Rebar/Pan-decking and Concrete 4-25-2019	9.0 mh	55				495	-	-	-		495
	Concrete Demo Saw	1.0 day			11		-	-	11	-		11
		LS					-	-	-	-		-
		LS					-	-	-	-		-
		LS					-	-		-		•
		LS					-	-	-	-		
		LS					-	-	-	-		-
		LS					-	-	-	-		-
				SUB-TOTALS			495	-	11	1,052		1,558
	ADD	O-ONS:	OH&P: on Garco (as subcontractor) self-performed work.			med work.	15.00% (of Labor, Material & Equip.)					76
		:	OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract)							42		
										SUB-TOTAL		1,676
			Insurance				1.00%	(of Subtotal)				17
			Bond Premium				0.75%	(of Subtotal)				13
										SUB-TOTAL		1,705
			B & O Tax 0.47% (of Subtotal)							8		
			TOTAL - CH	IANGE ORD	ER REQUES	ST					\$	1,713
			CIEIC EXCLUSI									

SPECIFIC EXCLUSIONS:

1. WSST



Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Bill To

Date	Invoice #
7/14/2019	3870

4114	Constru E. Broad nne, WA	dway						
						P.O. No.		
						US Pavilion		
Serviced		Γ	Description		Quantity	Rate	Amount	
1/4/2019	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city) Demo Saw Compaction Mini-Excavator Bobcat Demo saw Labor Hydrant install including overtime and asphalt patch, trench box for city Unforeseen concrete demo (demo bench wall & footing) Mini-Excavator Bobcat w/breaker Bobcat Labor				17 10 10 10 1 20 1	196.00 100.00 200.00 131.00 200.00 55.34 17,000.00 131.00 196.00 131.00 55.34	0.00 3,332.00 0.00 100.00 200.00 1,310.00 200.00 1,106.80 17,000.00 0.00 1,048.00 1,568.00 1,048.00 442.72	
					ner Resale No. 0-297-734	Subtotal Sales Tax (0.0	0%)	
					Total			
Phone	#	Fax#	Cell#	ı	E-mail	Payments/Credits		
(509) 238-:	5172	(509) 238-5172	(509) 951-2189	ranchboss	bars@gmail.com	Balance Due		

Northside Bobcat Service

Invoice

PO Box 66 Colbert, WA 99005-0066

Bill To

Date	Invoice #
7/14/2019	3870

BIII 10								
	Constr							
	E. Broa							
Spoka	ane, W <i>A</i>	A 99202						
						P.O. No.		
						US Pavilion		
Serviced	Serviced Description					Rate	Amount	
1/17/2019	Unfore	seen concrete breakir	ng US Pavilion				0.00	
1/1//2019		xcavator	ing Ob I avinion		10	131.00	1,310.00	
	Bobcat				10	131.00	1,310.00	
	Bobcat	w/breaker			8	196.00	1,568.00	
1/18/2019		seen concrete demo ous skating arena)	of footing and wall in	side US Pavilion			0.00	
		xcavator			3	131.00	393.00	
		w/breaker			3	196.00	588.00	
	1	to load out			3	131.00	393.00	
	Labor				3	55.34	166.02	
	Demo s	saw			1	100.00	100.00	
1/24/2019	Unfore	seen concrete breaking	ng US Pavilion				0.00	
		w/breaker	8		4	196.00	784.00	
	Truckir	ng			4	135.00	540.00	
1/25/2019	Concre	te breaking at north s	cwale				0.00	
1/23/2019	Mini-e	ke oreaking at north s	Swale		8	131.00	1,048.00	
		w/breaker			8	196.00	1,568.00	
				Custor	ner Resale No.	Subtotal		
			600-297-734		Sales Tax (0.0%)			
						Total		
Phone	#	Fax#	Cell #		E-mail	Payments/Cre	edits	
(509) 238-	5172	(509) 238-5172	(509) 951-2189	ranchboss	bars@gmail.com	Balance Due		
			-					

Northside Bobcat Service PO Box 66

Colbert, WA 99005-0066

Bill To

Invoice

Date	Invoice #
7/14/2019	3870

Sales Tax (0.0%)

Subtotal

Bill 10				
4114	E. Broadway ane, WA 99202			
			P.O. No.	
			US Pavilion	
Serviced	Description	Quantity	Rate	Amount
	Bobcat for load out Trucking	8 6	131.00 135.00	1,048.00 810.00
3/18/2019	3/18-22/19 Light pole bases and excavation/backfill and compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors		1,865.50	1,865.50
4/9/2019	4/9-12/19 Build stone retaining walls on northeast entrance and north swale			0.00
	Mini-Excavator	20	131.00	2,620.00
	Labor	20	55.34	1,106.80
	Bobcat #1 Bobcat #2	20 20	131.00 131.00	2,620.00 2,620.00
	Complete Construction	man and a second	200.00	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
4/23/2019	Unforeseen (expose hole at Howard St Bridge; excavate/backfill & compact for safety)	,		0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat Labor	3 3	131.00 55.34	393.00 166.02
	Compactor	1	100.00	100.02
l	1 *	1		

Total Phone # Fax# Cell# E-mail Payments/Credits (509) 238-5172 (509) 238-5172 (509) 951-2189 ranch bossbars@gmail.com**Balance Due**

Customer Resale No.

600-297-734

Northside Bobcat Service

Colbert, WA 99005-0066

Bill To

Invoice

Date	Invoice #		
7/14/2019	3870		

	10			
4114	D Construction E. Broadway ane, WA 99202			
			P.O. No.	
			US Pavilion	
Serviced	Description	Quantity	Rate	Amount
4/24/2019	Centennial Trail asphalt demo Mini-Excavator Bobcat Labor (1 man laboring; 1 man public safety) Bobcat w/breaker	5 5 10 1	131.00 131.00 55.34 196.00	0.00 655.00 655.00 553.40 196.00
4/25/2019	Water main break at south end of Howard St Bridge. Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco Mini-Excavator Bobcat Labor Labor Compaction Compaction	5 5 5 5 1 1	131.00 131.00 55.34 55.34 150.00 100.00 55.00	0.00 655.00 655.00 276.70 276.70 150.00 100.00 55.00
4/25/2019	Place crushed rock on Centennial Trail irrigation repair			0.00

(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossb	ars@gmail.com		Balance Due)
Phone #	Fax#	Cell #	E	-mail		Payments/C	redits
						Total	
			600-297-734			Sales Tax (0.0%)	
		Customer Resale No.			Subtotal		
	Labor (1 man labor; 1 man public safety) Bobcat #1				8	55.34 131.00	442.72 524.00

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

Invoice

Date	Invoice #		
7/14/2019	3870		

Bill To	
Garco Construction	
4114 E. Broadway Spokane, WA 99202	
Spokule, WII 77202	

						P.O. No.	
						US Pavilion	
Serviced		[Description		Quantity	Rate	Amount
	Bobcat	t #2			4	131.00	524.00
4/26/2019	at south end of Howard St Bridge					150.00	0.00
	Compa Compa				1	150.00 55.00	150.00 55.00
		Excavator			3	131.00	393.00
	Bobcat				3	131.00	393.00
	Labor				6	55.34	332.04
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)			2	196.00	392.00	
6/5/2019	Remove footing and foundation from former ice skating rink Mini-Excavator Bobcat w/breaker Labor Demo saw				3 3 3 1	131.00 196.00 55.34 100.00	0.00 393.00 588.00 166.02 100.00
6/12/2019 Unforeseen footing and foundation demo at US Pavilion seating excavation						0.00	
				Custom	er Resale No.	Subtotal	
			600-297-734		Sales Tax (0.0%)		
						Total	
Phone	#	Fax#	Cell#	E-mail Payments/Credits		edits	
(509) 238-	5172	(509) 238-5172	(509) 951-2189	(509) 951-2189 ranchbossl		Balance Due	

Northside Bobcat Service

Colbert, WA 99005-0066

excavation

Demo saw

Labor

Bobcat w/breaker

Invoice

Amount

655.00

980.00

100.00

55.34

0.00

392.00

55.34

100.00

Date	Invoice #		
7/14/2019	3870		

2 1 1

131.00

196.00

100.00

55.34

196.00

55.34

100.00

Bill	То		
4114	D Construction E. Broadway ane, WA 99202		
			P.O. No.
			US Pavilion
erviced	Description	Quantity	Rate
	Mini-Excavator Bobcat w/breaker Demo saw Labor	5 5 1 1	131. 196. 100. 55.
2019	Unforeseen concrete footing demo at US Pavilion trench drain		

		Customer Resale No.		Subtotal	\$63,394.12	
		600-29	97-734	Sales Tax (0.0%) \$0.00	
				Total	\$63,394.12	
Phone #	Fax#	Cell#	E-mail Payments/Credits		redits \$0.00	
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars	s@gmail.com	Balance Due	\$63,394.12



7/25/19

<u>Promenade – Fix/Repair the Hole in the South Abutment of the Blue Bridge</u>

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

137Out Of Scope Work Ammendment (Sports-Plex)

Project: Riverfront Park North Bank Playground

To: Bill LaRue, ASLA

From: Jim Rhodes, PE

Cc: Andrew, Staples, PE

Aimee-Navickis-Brasch, PhD, PE

Subject: Amendment for out of Scope Work (Sports-Plex)

Dear Bill LaRue,

The purpose of this letter is to summarize our budget status for the City of Spokane Riverfront Park North Bank Playground and request an amendment for out of scope work requested by the City and verbally authorized in previous meetings. The Sports-Plex facility is developing the property directly north and adjacent to the North Bank Playground site. The Sports-Plex and Playground drainage is complex and the Sports-Plex needs to discharge large flows beyond the 50-year storm event through the Park property for conveyance to the Spokane River. During design, this was determined as feasible and we were requested to perform work to coordinate and make revisions for this to occur. Preliminary estimates had this work effort estimated to be \$10,271. Now that we have completed the tasks, the following is a summary of the out of scope work performed which we are seeking an amendment to address:

Additional Team Coordination/Project Management:	\$600
Performing Storm Drainage Concept Analysis for feasibility:	\$800
Performing Storm Drainage Design calculations at 95% design:	\$800
Performing Storm Drainage Revisions to Comments and Changes for 100% design:	\$800
Developing Pipe Alignment and vertical profile and coordinating utility clearances:	\$800
Performing Energy Dissipater Analysis:	\$1,600
Revision of Specifications for Sports-Plex Pipe system (95 and 100%)	\$800
Plans Preparation for 95% Design:	\$800
Plans Preparation for 100% Design:	\$800

Detailing the Sports-Plex Connection:	\$800
Detailing the Outfall Pipe and evaluating hydraulics:	\$800
Cost Estimating for the Sports-Plex 95% design connection:	\$400
Cost Estimating for the 100% Sports-Plex design connection	\$400
Developing Hydraulic Report documentation:	\$800
Updating Hydraulics Report based on 95% and 100% comments:	\$800
Grand Total	\$11,800

These items include only the level of effort to support the design revisions associated with the Sports-Plex drainage solution. Additional project items considered out of scope, or otherwise extra work beyond our original expectations (for all team members) are not included in this estimate. The reason our actual cost to perform this amendment work was slightly higher than estimated (\$10,271) is largely due to the complex nature of the hydraulics associated with the bluff and City outfall. It is our understanding this project likely carries with it a significant cost associated with the specialty nature of the work. It is my opinion our team's scope and fee did not fully account for the level of effort necessary to obtain full agreements with the Washington State Department of Health and that we are over budget due to other factors. Should the construction bids reflect the complex nature of this work, we would like to request the opportunity to evaluate full compensation for those complex items like the braided stream which involved a rather significant level of effort beyond original expectations.

We have also performed an opinion of probable cost for construction which breaks out the work associated with the Sports-Plex. Assuming the Contractor will furnish and install all materials, the cost associated with taking the Sports-PAlex run-off to the Spokane River is approximately \$137,000. This includes the pipe materials, manholes, special bolt down lids, connection and anchoring structure at the base of the bluff, and large diameter connection to the City outfall at the Spokane River. Without the Sports-Plex, the park connection would have had a smaller pipe, no anchoring, less structures, and a much simpler connection to the City system.

Thank You for raising this issue and leading the way for a wonderful project which we have enjoyed supporting and which will no doubt be the focal point and flag ship facility for the Spokane Parks Department.

Sincerely,

Jim Rhodes

RIVERFRONT PARK REDEVELOPMENT: 2019-2020 PARKWIDE PERMITTING COMPLIANCE SERVICES EXHIBIT A: SCOPE OF WORK for Amendment No. 2

INTRODUCTION

CH2M HILL ENGINEERS, Inc. (CONSULTANT), a fully owned subsidiary of Jacobs Engineering Group Inc, is requesting a scope and budget amendment to the existing contract OPR 2016.0462 with the City of Spokane Parks and Recreation (OWNER) that concludes on June 30, 2020. This Amendment No. 2 is for permitting services for the Parkwide Riverfront Park Redevelopment project.

SCOPE OF WORK

These additional permitting services will be added to the project and are not in conflict with original and Amendment No. 1 scope:

Task 1.1 SEPA Addendum

Jacobs has prepared a second SEPA Addendum for the Riverfront Park Redevelopment Project (File Z16-667SCUP), which was not included in the scope of work. The SEPA amendment revised the project description to include a permanent stormwater and drainage system serving the North Bank Park site as well as receiving runoff from the Sport Plex's roof to the City's stormwater outfall near Washington Street.

Deliverable:

Draft and Final SEPA Addendum.

BUDGET

Amendment No. 2 adds to the budget as follows:

Task	Hours	Labor (\$)	Expenses (\$)	Total (\$)
Task 1.1 SEPA Addendum	43	7,458	42	7,500
Total	43	7,458	42	7,500

As shown below, the existing contract will be supplemented by \$24,750.

Budget Descriptions	Budget (\$)
Original Contract	270,000
Amendment No. 1	26,950
Amendment No. 2	7,500
Total	304,450

EXHIBIT A: SCOPE OF WORK REVISED: JULY 11. 2019



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

CONSULTANT	CITY OF SPOKANE
By	By
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

BUDGETARY QUOTE

This quote is only valid for 90 days.

Quote # 7112019CB1 **Date:** 7/11/2019

To: City of Spokane

Re: North Bank Playground- Purchase Order #2

Spokane, WA 99201

Contact Name: Jo-Lynn Brown Phone: 509.625.6264

Comac		ilbrown@spokanecity.org	Cell/Fax:		000.02	.0.0.	
Item #	Qty	Description	0011/1 070		Price	-	Total Price
		EQUIPMENT					
		Playworld Playground Equipment (5-12 Motion Play	av)				
ZZXX0355	1	Cruise Line - Motion Play	,,			\$	11,185.00
ZZXX1158	1	Accessible Whirl				\$	11,095.00
ZZXX0151	1	Spinami				\$	4,645.00
ZZXX0065	1	Spin Cup				\$	775.00
		Playworld Playground Equipment (2-5 Motion Pla	ıy)				
ZZYY1234	2	Custom 2-5 Spring Riders	• ·	\$	4,600.00	\$	9,200.00
ZZXX0495	2	Spring Rider Footer Frame		\$	155.00	\$	310.00
ZZXX0065	1	Spin Cup				\$	775.00
ZZXX0132	1	Spintastic				\$	715.00
		Playworld Playground Equipment (slides)					
8' Tube	1	8' Tube Slide - At northeast GFRC wall		\$	6,457.00	\$	6,457.00
		Freenotes Harmony Park Musical Equipment (Inclusiv	e Play)				
TD-IG-N	2	Set of 5 LLDPE Green Drums with Colored Caps, In-Ground, Standar	rd Height	\$	3,137.40	\$	6,274.80
COL-FWR-IG	2	Flower Collection - Turquoise, Orange, Indigo, and Yellow Flower Chi	imes, In	\$	3,148.95	\$	6,297.90
		Ground and Surface Mt.					
PBEL-IG-STL	1	Pagoda Bells, Steel Post, In-Ground.				\$	3,939.60
							,
		Dynamo Playground Equipment					
IM-1055	1	Cobra Climber, 12ft				\$	133,327.00
		Bison Pumps					
	1	Bison 54" Playground Hand Pump		\$	5,133.33	\$	5,133.33
		Please Note All Terms and Conditions and Pricing Provided is Part of	of the				
	Notes:	NASPO ValuePoint Master Agreement for 2019 - Customer is Respo					
		Verifying Quantities and Descriptions.					
		, ,					
			Faui	n m a	nt Subtotal	\$	200,129.63
Playworld	1	NASPO Value Point Cooperative Purchasing Discount:	NASPO		10.00%	Ф \$	(4,515.70)
Freenote		NASPO Value Point Cooperative Purchasing Discount:	NASPO		10.00%	\$	(2,164.56)
Dynamo		NASPO Value Point Cooperative Purchasing Discount:	NASPO		12.00%	\$	(15,999.24)
Dynamo	,				ms Freight:		7,744.16
					tes Freight:		1,100.83
					mo Freight:	\$	12,246.15
		F	quipment 1	-	-	\$	198,541.27
			quipiniciit	ola	(1033 tax)	Ψ	130,541.21
		CERTIFIED INSTALLATION				^	07.467.66
	1	Installation of the Playworld, Dynamo, FreeNotes, and Bison equipme				\$	97,435.90
		above tower - includes erection of structures inlcuding footings. Rece	iving of				
	Notes:	equipment. We assume that we will be able to dispose of all packaging and equipment.	ment in				
		owner provided dumpster. We assume that all site materials from foo					
		be disposed of on site or stored on site for removal / remediation by o					
		assume good access will be provided to perform the work and nothing					
		prevent work to be performed by powered equipment- Tractors and e					

Davis Bacon Prevailing Wage Job

Installation Total: \$ 97,435.90 Bond or Credit Card Fee: Location Code: Performance Bond (If Required):

Resale Certificate Required for Tax Exemption: Tax: 8.9%

ORDER TOTAL: \$ 319,603.58

5,956.24

17,670.17

3.0%

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Ashley Larsen			
Sales Assistant	Customer Signature	Date	

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

PAGE 2 of 3 Revised 8/11/2017



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

Project Name: North Bank Playground- Purchase Order #2 Quote # 7112019CB1

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 90 days.

Orders placed or requested for delivery after 90 days are subject to Steel and Material price increases and Surcharges .

_____(Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits if applicable; Certified Payroll

Site work and landscaping

Removal of existing equipment

Borders or drainage requirements

Landscaping Repairs DUE to poor access or inclimate weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5-12+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Ashley Larsen		
Sales Assistant	Customer Signature	Date
	Thank you for choosing Northwest Playground Equ	uipment

PAGE 3 of 3 Revised 8/11/2017



July 24, 2019 File: SPP16512H

Ms. Jo-Lynn Brown Project Coordinator City of Spokane Parks and Recreation City Hall Fifth Floor 808 W. Spokane Falls Blvd. Spokane, Washington 99201

RE: REVISED PROPOSAL AND FEE ESTIMATE

Special Inspection & Construction Materials Testing Services Riverfront Park Redevelopment North Bank Playground Spokane, Washington

Greetings Ms. Brown:

STRATA appreciates the opportunity to provide you the following revised proposal and fee estimate (Estimate) for special inspection (SI) and construction materials testing (CMT) services. We are confident that our firm can provide you with the required inspection and testing services in a cost-effective, timely, and professional manner.

This proposal contains information regarding our project understanding, anticipated scope of services, details of our unit fees, and an estimate of the special inspection and materials testing investment. We have prepared our proposal based on:

- The project plans and specifications issued by City of Spokane Parks and Recreation, received June 26, 2019;
- Electronic mail and telephone conversations;
- The special inspection and testing requirements established in the 2015 *International Building Code* (IBC 2015); and
- Scoping meeting held July 22, 2019 at City Hall, between City of Spokane Parks and Recreation, Bernardo-Wills Architects, Hill International, and STRATA.

PROPOSED CONSTRUCTION

We understand the project consists of several new attractions located along the north bank of the Spokane River in Riverfront Park. The new attractions include a Water Park, Skate Park, picnic area, pavilion areas, maintenance/restroom building, parking area and landscaped areas. New construction includes site grading, installation of new utilities, cast-in-place concrete footings, foundation walls, slabs, site retaining walls, sidewalks and curbs, and portions of the Skate Park are constructed with shotcrete. The two-story maintenance building will be concrete masonry unit (CMU) construction with structural steel framing of the mezzanine and roof, and a new Hot Mixed Asphalt (HMA) parking area.

On this project, we anticipate our primary revised scope of services will consist of the following activities:

- Observation and field testing during earthwork, preparing subgrades for slab-on-grade areas, and placing base course material associated with the maintenance building;
- Special inspection of reinforced concrete for foundations of the maintenance building;
- Special inspection of structural masonry of the maintenance building;
- Special inspection of structural steel of the maintenance building;
- Special inspection of epoxy bolts; and
- Special inspection of site retaining walls.

We elaborate on our anticipated scope of services and our approach to providing The City of Spokane Parks and Recreation with professional special inspection and construction materials testing services in the following sections.

SCOPE OF SERVICES

Project Team

Ms. Heidi Brouwer will be the Project Manager and your main point of contact for the coordination of our special inspections, field observation and laboratory services. In general, requests for scheduling our inspection and testing services, meeting attendance and routine communications will be handled through our Spokane office (phone 509.891.1904). We request that scheduling calls be made a minimum of 24 hours in advance to allow the appropriate response time for requested inspections and testing.

Meetings

Our Project Manager will attend a pre-construction conference with your representative, the general contractor, appropriate subcontractors, and the local jurisdictional agency to review the special inspection and materials testing requirements for the project, and to establish report distribution protocol.

Earthwork Observation and Testing Services

We assume that GeoEngineers will retain their involvement as the Geotechnical Engineer-of-Record (GEOR) and be responsible for subgrade preparation, verification, approval and micro-pile installation. After subgrade approval, we will provide a field professional to perform soil moisture and in-place density testing services during subgrade preparation, crushed gravel base below slabs. We will perform in-place density testing in reference to the requirements established in the previously referenced project documents using a nuclear densometer. Our personnel will sample and transport to our laboratory for appropriate testing, any on-site and imported materials used for structural fill, sub-base course, and base course.

Special Inspection of Reinforcing Steel and Embedded Items

We will provide an International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to placing concrete at foundation structures, retaining walls, and slabs-on-grade for the maintenance building and retaining walls. Our reinforcing steel and embedded item inspection will include verifying type, grade, size, cleanliness, lap splice, clearance, coverage, and general placement of reinforcing steel/embedded items, with reference to project



plans and specifications. Observed discrepancies will be reported to the contractor for correction prior to the placement of concrete. If discrepancies are uncorrected, we will notify you and other designated persons of non-compliant conditions. We anticipate the contractor will supply the required reinforcing steel documentation (mill certification reports) directly to the design team for approval, eliminating the need for us to perform compliance testing. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Concrete Observation and Testing Services

Our special inspector will observe the placement of concrete for the cast-in-place footings, foundation walls, retaining walls, and slabs-on-grade for the maintenance building and retaining walls. Our field services will include testing for slump, temperature, air content, unit weight, and casting of compression test specimens. Concrete compressive strength specimens will initially cure on site for up to 24 hours and subsequently be transported to our laboratory for appropriate storage, curing and testing.

We have estimated the test requirement based on frequency of one test per 100 cubic yards, or fraction thereafter, or day's placement for each type of concrete placed. Additionally, we will cast one set of five, 4-inch by 8-inch concrete compressive strength cylinders for each sample obtained. We will test 1 concrete compressive strength specimen at 7-days, 3 at 28-days and we will hold the 5th cylinder and break it at 56-days if the average 28-day test results fail to meet the specified strength. We will notify you via telephone or email should the test results of the 7-day test achieve less than 70 percent of the design strength (f'c) or if 28-day specimens fail to meet f'c. Results of concrete compressive strength testing will be distributed via electronic mail to the distribution list established during the preconstruction meeting, unless directed otherwise.

Structural Concrete Masonry Observation and Testing Services

We will provide a certified special inspector to observe and test the masonry components as required by the project specifications. Prior to grout placement we will observe and document reinforcing steel placement, grout space cleanliness, and embedded items. We understand masonry components (mortar cubes, masonry grout prisms and CMU brick, etc.) used in the construction will require specimens to be obtained every 5,000 square feet. Specimen samples will be initially cured on-site for 24 to 48 hours. At the conclusion of the initial cure period, we will transport the samples to our laboratory for final curing and compressive strength testing.

Structural Steel Welding and Bolting Observation

We will provide an American Welding Society (AWS) or International Code Council (ICC) certified special inspector to observe weld connections during structural steel erection and cold-formed steel framing at the project location. Our services will include reviewing contractor's field welding procedures, observation of welder certifications, material certification, joint fit-up, pre/post-weld heat treatment, visual observation of welds and general compliance of structural steel construction to the project requirements and applicable codes. We will employ ultrasonic inspection at your request if additional inspection is warranted. Cold-formed steel framing system inspections will include visual inspection of erected light gauge steel framing, verifying material thickness, reviewing material certification submittals, inspecting threaded fastener connections, visual inspection of fillet welds and bracing stiffening, member locations and proper application of joint details at each connection.



We will provide an ICC certified special inspector to perform periodic observation during installation and tightening of high-strength bolts as dictated on the approved project plans. Our field services will include the observation of faying surfaces, fit-up, visual observation, and bolt tensioning as required by the project documents.

We anticipate the manufacturer will supply the required documentation for the structural steel and ASTM A325 bolts (mill certifications reports) to the design team for approval. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Technical Management and Reports

Our project manager will review the daily field activities (DFA's) generated by our field staff during construction. These daily field activities will be delivered to you electronically.

We will bring to the immediate attention of the project superintendent and other designated individuals, items found in non-compliance with the project requirements. These items will be documented and the information forwarded to you periodically for appropriate follow-up action. Items that do not conform to the project documents will be delineated if unresolved during construction. As reinspection or retesting items can have a serious impact on our budget, we will review the DFA's to monitor items requiring reinspection.

SAFETY

We are committed to providing a safe work environment and take actions to prevent injury to our employees. We recognize that the most important element in the success of our business is our individual employees. We encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness, to think about their safety and well-being, and the safety of their fellow employees and co-workers.

LIMITATIONS

The above scope of services is for construction materials testing, inspection and laboratory services. Our services do not include a geotechnical evaluation of any kind. We are not assuming the geotechnical engineer-of-record for the project. Our construction materials testing, inspection and laboratory services are limited to verifications of the plans and specifications. We do not represent or warrant that we have reviewed the construction documents (plans, specifications, etc.) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the north Idaho and eastern Washington area.

REVISED FEE ESTIMATE

We propose to perform the above Revised Scope of Services on a time-and-expense basis, as detailed on the enclosed *Preliminary Fee Estimate*. Based on our current project understanding, as conveyed throughout this proposal, we estimate our fees for this project will be \$22,283.00. Provided it is required, overtime will be invoiced at 1½ times the hourly rate for all time before 7:00 AM, after 5:00 PM, over 8 hours per day, weekends or holidays. A two-hour minimum charge, including travel, will be invoiced for field testing. Time and vehicle charges will be invoiced portal to portal from our office.



SUMMARY

We sincerely appreciate the opportunity to continue working with the City of Spokane Parks and Recreation, and the design team, and look forward to successful project construction and completion. We will perform the testing and inspection services in accordance to the Consultant Agreement in place with the City of Spokane Parks and Recreation Department. If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely, STRATA

Heidi Brouwer

Assistant Construction Services Manager

Rick Woodworth

Construction Services Manager

Kich Woodwax

HLB/RJW/cm

Attachment: Revised Preliminary Fee Estimate





REVISED PRELIMINARY FEE ESTIMATE

Riverfront Park Redevelopment North Bank Playground

SP16512H

Project Manager: Heidi L. Brouwer

	Quantity	Unit	@	Rate	Totals
Eart	thwork Testi	ng			
Field Professional	60.00	each	@	\$48.00	\$2,880.00
Estimate 15 site visits at 4 hours each for in-place					
density testing.					
Field Professional	4.00	hours	@	\$48.00	\$192.00
Estimate 2 site visits at 2 hours each to obtain soil					
samples for labratory analyses.					
Moisture Density Relationship Curve	2.00	each	@	\$175.00	\$350.00
Sieve Analysis of Coarse & Fine Aggregate	2.00	each	@	\$125.00	\$250.00
Density Gauge - Day	10.00	each	@	\$40.00	\$400.00
Vehicle Charge	17.00	each	@	\$35.00	\$595.00
			ES	TIMATED FEE:	\$4,667.00
Col	ncrete Testin	ng			
Special Inspector	60.00	hours	@	\$60.00	\$3,600.00
Estimate 15 site visits at 4 hours each for reinforcing					
steel inspection and concrete placement.					
Special Inspector	12.00	hours	@	\$60.00	\$720.00
Estimate 2 site visits at 6 hours each for reinforcing					
steel inspection and concrete placement of slabs-on-					
grade.					
Field Professional	20.00	hours	@	\$48.00	\$960.00
Estimate 10 site visits at 2 hours each for cylinder					
retrieval.					
Compressive Strength - Cylinder - 4x8	95.00	each	@	\$22.00	\$2,090.00
Vehicle Charge	27.00	each	@	\$35.00	\$945.00
			ES	TIMATED FEE:	\$8,315.00
Stru	ctural Masor	nry			
Special Inspector	70.00	hours	@	\$60.00	\$4,200.00
Estimate 14 site visits at 5 hours each for grout					
placement.					
Field Professional	8.00	hours	@	\$48.00	\$384.00
Estimate 2 site visits at 4 hours each for sample					
retrieval.					
Compressive Strength - Grouted Masonry	8.00	each	@	\$50.00	\$400.00
Compressive Strength - Masonry Grout	8.00	each	@	\$22.00	\$176.00
Compressive Strength - Mortar Cylinder	8.00	each	@	\$22.00	\$176.00
Vehicle Charge	16.00	each	@	\$35.00	\$560.00
			ES	TIMATED FEE:	\$5,896.00

S	tructural Stee	el			
Special Inspector - Structural Steel	20.00	hours	@	\$65.00	\$1,300.00
Estimate 5 site visits at 4 hours each for steel inspection.					
Special Inspector	8.00	hours	@	\$60.00	\$480.00
Estimate 2 site visits at 4 hours each for epoxy					
inspection.					
Vehicle Charge	7.00	each	@	\$35.00	\$245.00
			EST	TIMATED FEE:	\$2,025.00
Proje	ect Administr	ation			
Project Manager	8.00	hours	@	\$85.00	\$680.00
Project Administrator	10.00	hours	@	\$45.00	\$450.00
Final Summary Letter	1.00	each	@	\$250.00	\$250.00
			ES	ΓIMATED FEE:	\$1,380.00



August 1, 2019 File: SP16512E

Mr. Jo-Lynn Brown City of Spokane Parks and Recreation Dept. City Hall - Fifth Floor 808 W. Spokane Falls Blvd. Spokane, WA 99201 Email: jlbrown@spokanecity.org

> RE: **Change Order Request**

> > Special Inspection and Construction Material Testing Riverfront Park Redevelopment Pavilion Reconstruction

Spokane, Washington

Greetings Jo-Lynn,

We are providing this letter to summarize our current budget status, and to provide an estimated fee request for the additional inspections associated with completing the Riverfront Park Pavilion Reconstruction project.

As you are aware, STRATA provided a proposal in December, 2017 for the North Howard Street Promenade, Mid Howard Street Promenade, and Pavilion Reconstruction projects, with a budget of \$50,419.00. The two Howard Street Promenade projects utilized \$12,141.10 of the budget amount, leaving a remaining budget of \$38,277.90 for the Pavilion Reconstruction.

As of our invoice dated June 30, 2019, STRATA has invoiced \$37,046.78 for the Pavilion. Our July invoice will exceed the remaining budget of \$38,277.90 by \$1,671.88. Based on our current understanding of the inspection and testing needs for the remainder of the project, we anticipate an additional \$6,215.00, will be necessary to complete the project. Please reference the attached Estimated Fees for Completion.

Therefore, we respectfully request our overall budget for services performed to date for the projects (North Howard Street Premenade, Mid Howard Street Promenade, Pavilion Reconstruction) be increased from \$50,419.00 to \$58,305.88.

We look forward to continue working with the City of Spokane Parks and Recreation Department, and consider it a privilege to be a part of the Riverfront Park Redevelopment. If you have any questions or require additional information, please don't hesitate to contact us.

Sincerely, STRATA, Inc.

Heidi L. Brouwer

Assistant Construction Services Manager

Paxton K. Anderson, P.E.

Director, North Region Manager

HLB/PKA/cm

Attachment: Estimated Fees for Completion



Riverfront Park Pavilion Reconstruction Estimated Fees for Completion

Description	Quantity	Unit		Rate	Totals
Earthwork Testing					
Field Professional	12	hours	@	\$48.00	\$576.00
Estimate 3 trips at 4 hours each for in-place density testing					
Density Gauge - Day	3	days	@	\$40.00	\$120.00
Vehicle Charge	3	each	@	\$35.00	\$105.00
			ESTIM	ATED FEE:	\$801.00
Concrete Testing					
Field Professional	36	hours	@	\$48.00	\$1,728.00
Estimate 12 trips at 3 hours each for concrete testing					
Field Professional	12	hours	@	\$48.00	\$576.00
Estimate 6 trips at 2 hours each for cylinder retrieval					
Compressive Strength - Cylinder - 4x8	60	each	@	\$22.00	\$1,320.00
Vehicle Charge	18	each	@	\$35.00	\$630.00
			ESTIM	ATED FEE:	\$4,254.00
Asphalt Testing					
Field Professional	8	hours	@	\$48.00	\$384.00
Estimate 1 trip at 8 hours for HMA density testing					
Field Professional	2	hours	@	\$48.00	\$96.00
Estimate 1 trip at 2 hours to retrieve batch plant sample					
Asphalt Volumetrics Properties - Gyratory	1	each	@	\$250.00	\$250.00
Extraction Gradation w/Moisture - Iginition	1	each	@	\$200.00	\$200.00
Rice Max Theoretical	1	each	@	\$120.00	\$120.00
Density Gauge - Day	1	day	@	\$40.00	\$40.00
Vehicle Charge	2	each	@	\$35.00	\$70.00
			ESTIM	ATED FEE:	\$1,160.00
		To	otal Fee	Estimate:	\$6,215.00