



Spokane Park Board Agenda

3:30 p.m. Thursday, Feb. 10, 2022

WebEx virtual meeting

Call in: 408-418-9388

Access code: 2489 687 4016

Park Board members

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Rick Chase

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Jonathan Bingle – City Council liaison

Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda**
3. **Public comment**
4. **Consent agenda**
 - A. Administrative and committee-level items
 - 1) Jan. 13, 2022, regular Park Board meeting minutes
 - 2) Claims – January 2022 (\$1,802,665.39)
 - 3) Dutch Jakes Park utility communications system easement (\$10,000, revenue)
 - 4) TD&H Engineering amendment #2/Don Kardong Bridge rehabilitation design project (not to exceed \$21,364)
 - 5) Vietzke Excavating Company change order #1/Corbin Art Center emergency sewer replacement (\$35,804.84, plus tax)
 - 6) KPFF Consulting Engineers contract/Riverfront Park south suspension bridge design and engineering project (not to exceed \$57,850)
 - 7) Turf and chemical value blanket (not to exceed \$225,000)
5. **Special guests**
 - A. Spokane Youth and Senior Centers' Association quarterly update – Owen Esperas, Mid-City Concerns/Meals on Wheels executive director
6. **Financial report and budget update:** Mark Buening

- +" **Special discussion/action items**
- A. [2022 Park Board officers/Nomination Ad Hoc Committee recommendation – Bob Anderson](#)
 - B. Marketing update/2021 highlights and 2022 look forward – Fianna Dickson
8. **Committee reports – action items**
- Urban Forestry Tree Committee:** Feb. 1, 2022 – Jennifer Ogden
- A. Action items: None
- Golf Committee:** Feb. 8, 2022 – Gerry Sperling
- A. Action items: Action item presented as a consent agenda item.
- Land Committee:** Feb. 2, 2022 – Greta Gilman
- 5" [MTLA design services contract/Liberty Park playground \(\\$55,955, tax exempt\) – Berry Ellison](#)
- Recreation Committee:** Feb. 2, 2022 – Sally Lodato
- A. Action items: None
- Riverfront Park Committee:** Feb. 7, 2022 – Nick Sumner
- A. Action items: Action item presented as a consent agenda item.
- Finance Committee:** Feb. 8, 2022 – Bob Anderson
- A. [Spokane School District 81 memorandum of understanding/Official dog park – Garrett Jones](#)
- Development & Volunteer Committee:** Jan. 18, 2022 – Bob Anderson A.
- Action items: None
9. **Reports**
- A. President: Jennifer Ogden
 - B. Liaisons:
 - 1. Conservation Futures – Greta Gilman
 - 2. Parks Foundation – Barb Richey
 - 3. City Council – Jonathan Bingle
 - C. Director: Garrett Jones
10. **Executive session**
- A. None
11. **Correspondence**
- A. Letters/emails: None
12. **Adjournment**
13. **Meeting dates**
- A. Committee meeting dates:
 - Urban Forestry Tree Committee: 4:15 p.m. March 1, 2022, via WebEx
 - Land Committee: 3:30 p.m. March 2, 2022, via WebEx
 - Recreation Committee: 5:15 p.m. March 2, 2022, via WebEx

- Riverfront Park Committee: 4 p.m. March 7, 2022, via WebEx
Golf Committee: 8 a.m. March 8, 2022, via WebEx
Finance Committee: 3 p.m. March 8, 2022, via WebEx
Development & Volunteer Committee: 3 p.m. March 17, 2022, via WebEx
B. Park Board: 3:30 p.m. March 10, 2022, City Council Chambers
C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Spokane Park Board

3:30 p.m. Thursday, Jan. 13, 2022

WebEx virtual meeting

Park Board members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
 - Nick Sumner (Absent/excused)
 - Rick Chase (Absent/excused)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
 - Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- X Jonathan Bingle – City Council liaison
(Arrived: 3:50 p.m.)

Parks staff

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Mark Poirier
Jonathan Moog
Berry Ellison
Pamela Clarke

Guests

Terri Fortner
Kelly Brown
Nicolette Ocheltree

MINUTES

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

1. **Roll call:** Jennifer Ogden
See above
2. **Additions or deletions to the agenda**
A. None
3. **Public comment**
A. None
4. **Consent agenda**
A. Administrative and committee-level items
 1. Dec. 9, 2021, regular Park Board meeting minutes
 2. Claims – December 2021 (\$3,095,688.90)
 3. Resolution disbanding the Riverfront Park Executive Team Committee

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #3, as presented.

Greta Gilman seconded.

Motion passed with unanimous consent (7-0 vote).

5. **Special guests**
A. None
6. **Financial report and budget update** – Mark Buening presented the December financial report and budget update. The December operating expenditures for the Park Fund are almost

\$842,000 more than the historic budget average. Year-to-date revenues are almost \$971,000 above the budget average. Revenues are exceeding expenditures almost \$1.82 million. The December operating expenditures for the Golf Fund are about \$627,000 more than the budget average. Year-to-date revenues are exceeding the budget average nearly \$1.1 million. Revenues are exceeding expenditures about \$1.42 million year-to-date. There is approximately \$46,000 remaining of the \$68.4 million Riverfront Park redevelopment budget.

7. **Special discussion/action items**

A. Nomination Ad Hoc Committee appointments – Jennifer Ogden appointed the following board members to the Nomination Ad Hoc Committee: Bob Anderson as chair, Sally Lodato, Kevin Brownlee and Hannah Kitz. Each year, the Park Board president appoints a committee tasked to make a recommendation to the Park Board for the slate of officers for that year. The ad hoc committee's recommendation will be presented to the full board as an action item at the Feb.10 Park Board meeting.

8. **Committee reports**

Urban Forestry Tree Committee: The Jan. 4 meeting was canceled. Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Feb. 1, 2022, via WebEx.

Golf Committee: The Jan. 11 meeting was canceled. Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. Feb. 8, 2022, via WebEx.

Land Committee: The Jan. 5 meeting was canceled. Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. Feb. 2, 2022, via WebEx.

Recreation Committee: The Jan. 5 meeting was canceled. Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Feb. 2, 2022, via WebEx.

Riverfront Park Committee: The Jan. 10 meeting was canceled. Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. Feb. 7, 2022, via WebEx.

Councilmember Bingle joined the meeting at 3:50 p.m.

Finance Committee: Jan. 11, 2022, Bob Anderson

A. Intent to amend the Papillon Building, LLC, pedestrian and corridor reciprocal easement – Berry Ellison presented an overview of an intent to amend the Papillon Building pedestrian and corridor reciprocal easement. In 2020, the Park Board approved a reciprocal easement with Selkirk Development allowing unobstructed pedestrian access from Riverfront Park to the proposed Papillon Building in exchange for site improvements and maintenance. In 2021, the Park Board approved an expanded scope of site improvements, including natural rockery, retaining walls, concrete flatwork, lighting, electrical, and other value-added amenities. An easement boundary adjustment is necessary to capture the scope of improvements that will be installed and maintained by Papillon. Kevin Brownlee asked for clarification regarding timing on when the survey will take place. Berry explained the intent to amend documentation graphically reflects where the boundary is located and captures the scope of improvements adopted by the Park Board. As improvements are made, slight adjustments to the boundary line may be necessary. Once the improvements are completed, the property will be surveyed,

and the legal description determined. This line data will be brought before the board for final approval.

Motion No. 2: Bob Anderson moved to approve the intent to amend the Papillon Building pedestrian and corridor reciprocal easement based on the current design without cost.

Greta Gilman seconded.

Motion passed with unanimous consent (8-0 vote).

A. The next regularly scheduled meeting is 3 p.m. Feb. 8, 2022, via WebEx.

Development & Volunteer Committee – Bob Anderson

A. No action items

B. The next scheduled meeting is 9 a.m. Jan. 18, 2022, via WebEx

9. Reports

A. President – Jennifer Ogden welcomed Councilmember Bingle as the new City Council liaison to the Park Board. She thanked the council for considering alternative sources to fund repairs to the aging Don Kardong Bridge. She explained if Parks were to cover the tremendous cost to repair bridges on park property there would not be adequate funds to provide the services Parks should be providing the community.

B. Liaisons

1. Conservation Futures – Greta Gilman reported the Spokane County Board of Commissioners unanimously approved the 2021 Conservation Futures prioritized acquisition list. This list will guide Conservation Futures acquisitions through March 2027. The next step involves initiating appraisals of the properties on the prioritized list.
2. Parks Foundation – Barb Richey reported the Skate for a Cause at Riverfront Park is a new program designed to support community fundraising efforts allowing local nonprofit organizations to retain 30% of the public admission fee for their unique needs. The Parks Foundation is hosting the event at the Numerica Skate Ribbon. Foundation Executive Director Terri Fortner thanked those who sent end-year gifts to the foundation.
3. City Council – As the new City Council liaison to the Park Board, Councilmember Bingle offered some background about himself. He is a Spokane native and graduate of Rogers High School. He shared fond memories of his growing-up years when he spent much of his time at Friendship Park. He looks forward to working on the board and serving as the liaison to the council.

C. Director: Garrett Jones provided updates on the following projects:

1. 2021 windstorm – It's been one year since a windstorm hit Spokane resulting in the loss of more than 200 trees and causing about \$700,000 in damages to city parks. Through partnership with City Council and working with FEMA, funding was secured to cover some of the essential repairs. The Expo Butterfly also sustained major damage when it blew down during the storm. Next month, Parks is scheduled to receive the 60% design set for the butterfly renovation project. Construction is expected to be underway this year.
2. American Rescue Plan Act funds – City Council approved \$1.1 million from ARP funds to upgrade parks' restrooms and playgrounds. A special budget ordinance will be brought before council Jan. 24 asking for \$1.45 million from ARP funds to be used to repair the Don Kardong pedestrian bridge at Riverfront Park. If approved, these dollars would

match grant funds from outside sources which have been approved for the project.

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:33 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. Feb. 1, 2022, via WebEx

Land Committee: 3:30 p.m. Feb. 2, 2022, via WebEx

Recreation Committee: 5:15 p.m. Feb. 2, 2022, via WebEx

Riverfront Park Committee: 4 p.m. Feb. 7, 2022, via WebEx

Golf Committee: 8 a.m. Feb. 8, 2022, via WebEx

Finance Committee: 3 p.m. Feb. 8, 2022, via WebEx

Development and Volunteer Committee: 9 a.m. Jan. 18, 2022, via WebEx

B. Park Board: 3:30 p.m. Feb. 10, 2022, via WebEx

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

Minutes approved by: Garrett Jones
Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION
DIVISION JANUARY 2022 EXPENDITURE CLAIMS**

FOR PARK BOARD APPROVAL - FEBRUARY 10, 2022

PARKS & RECREATION:

SALARIES & WAGES	\$	734,333.40
MAINTENANCE & OPERATIONS	\$	547,910.93
CAPITAL OUTLAY	\$	43,986.40
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	69,241.26

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	268,652.12
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GOLF:

SALARIES & WAGES	\$	81,238.25
MAINTENANCE & OPERATIONS	\$	57,303.03
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u>1,802,665.39</u>

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 2, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Dutch Jakes Park utility communications system easement (\$10,000 revenue)		
Begin/end dates	Begins: 02/10/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: This agreements grants a perpetual easement to Verizon Wireless and their agents to install, maintain, and operate a communications line across Dutch Jakes Park in exchange for one-time monetary compensation. In 1990, the utility right-of-way within Dutch Jakes Park was vacated by Ordinance C29109, reserving easement for telephone, cable TV, and electric utilities only. In 2019, the City aggregated the vacated right-of-way with the adjacent park properties into 1 tax parcel for the park. As a result, any entity desiring to construct across park property any utility not specifically mentioned in the vacation ordinance must secure an easement from the Park Board prior to commencing work.			
Motion wording: Move to approve Dutch Jakes Park communications system easement agreement with MClmetro Access transmission services, LLC.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Mclmetro Access Transmission Services, LLC. Name: Jennifer Sheetz Email address: jennifer.sheetz@verizon.com Phone: 972.457.8275			
Distribution: Parks – Accounting Jason Conley Parks – Pamela Clarke Erik Johnson Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$10,000.00 (revenue) Budget code: 1950 account (dedicated to Dutch Jakes Park)			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

DOCUMENT PREPARED AND
RECORDING REQUESTED BY



AFTER RECORDING RETURN TO:

Verizon - Right of Way Group
Attn. Jennifer Sheetz, Right-of-Way Specialist
600 Hidden Ridge Drive, Room
Irving, Texas 75038

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("this **Agreement**"), made and entered into as of the _____ day of _____, 2022, by and between **the City of Spokane** a Washington municipal corporation, having an office at **808 W. Spokane Falls Blvd., Spokane, WA 99201** ("**Grantor**"), and **MCImetro ACCESS TRANSMISSION SERVICES LLC.**, a Delaware Limited Liability Company, having an office at 600 Hidden Ridge, Irving, Texas 75038 ("**Grantee**").

WITNESSETH:

THAT, for and in consideration of eight dollars per square foot of easement area, a total sum of Ten Thousand and no/100 Dollars (\$10,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, a nonexclusive perpetual easement under and across a strip of public land located in the City of Spokane, County of Spokane, State of Washington, and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Easement Area**"). This easement is granted for the purpose of allowing Grantee to install, maintain, and operate an underground communications transmission system consisting of wires, cable, and other related fixtures, equipment, marker posts, and appurtenances, all as described in more detail and set forth in the construction design drawings attached hereto as **Exhibit B** (the "**Communications Transmission System**"). Except as specifically provided otherwise herein, Grantee may not use the Easement Area for any other purpose without Grantor's written permission in the form of an amendment to this easement.

TOGETHER with the rights and privileges over and across Grantor's adjacent property necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the rights of reasonable ingress and egress over and across Grantor's adjacent property to and from the Easement Area for access, repair, maintenance and construction purposes, and the right to clear and keep cleared turfgrass, located in and around the Easement Area which may interfere with the construction, maintenance, or operation of Grantee's Communications Transmission System.

Grantor hereby represents and warrants that it is the sole owner in fee simple of the Easement Area and that it has the lawful right and authority to grant the easement conveyed herein.

Grantor hereby gives to Grantee, its employees, representatives, and invitees, the right to enter upon the Easement Area effective from the date hereof for the purpose of conducting preliminary soil and engineering tests thereon.

The Communications Transmission System shall be subject to the approval of the Director of the Spokane Parks and Recreation Department and shall be designed, built, and maintained so as not to create a hazard to persons or property, and shall meet or exceed the minimum standards of all applicable governmental entities. Grantee agrees that all cable, wire, or conduit installed underground shall be buried below normal cultivation depth, with no less than 24" cover atop underground utilities. Grantee further

agrees to repair all park improvements impacted or damaged by construction and/or maintenance activities associated with the Communications Transmission System, whether inside or outside of the Easement Area, to a condition equivalent to or better than the pre-installation site condition. Grantee shall complete these repairs as a part of the initial Communications Transmission System installation and thereafter following any of Grantee's permitted activities hereunder. Park improvements may include and are not limited to plant materials (turf grass sod, trees and associated topsoil), concrete flatwork, park lighting and electrical system and appurtenances, site fencing, landscape irrigation system components, potable water lines, drainage systems (drywells and landscape drains), site furnishings, playground equipment, and landscape mulches. It shall not be the responsibility of the Grantor to repair damages caused by activities of the Grantee, its employees, representatives.

Prior to commencement of construction or maintenance activities, Grantee shall provide a minimum 14-day notice to Grantor of planned work within the Easement Area. Grantee shall call 509.625.6200 and request to be directed to appropriate Grantor staff for coordination of construction or maintenance activity.

Grantor, its successor and assigns, will not be responsible for damage by others to the Communications Transmission System. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the installation, maintenance, operation, or repair of the Communications Transmission System or any of the easements allowed herein, or use of the Easement Property or Grantor's surrounding property pursuant to this Agreement, including the enjoyment of all privileges of Grantee hereunder, unless caused by Grantor's negligence. This hold harmless provision is part of the consideration upon which this Agreement is granted.

At all times while this easement is in effect, Grantee shall maintain in force at its own expense, a commercial general liability insurance policy with a combined single limit of not less than \$1,500,000.00 each occurrence and \$2,000,000.00 aggregate for Bodily Injury and Property Damage ("Policy"), and which is primary to any policy which the Grantor may otherwise carry ("Primary Coverage"). The Policy shall include, at least, Premises, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability coverage for the indemnity provided under this easement. The Policy shall name the Grantor, its officers, employees, contractors, and agents as Additional Insureds. Grantee shall provide the Grantor with a copy or satisfactory evidence that the Policy has been purchased and is in full force. Notice of cancellation shall be sent to the Grantor thirty days prior to any insurance cancellation.

Grantee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the Easement Property, or Grantor's adjacent property. For the purposes of this Agreement, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Grantee's use of the Easement Property, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

In the event of a breach by Grantee of any of its obligations and/or commitments under this Agreement, and a failure to Grantee to cure such breach within thirty (30) days of Grantor's request, Grantor may terminate this Agreement and Grantee shall remove the Communications Transmission System and restore Grantor's property to the condition that existed prior to Grantee's installation and removal of the Communications Transmission System.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands as of the day and year first above written.

GRANTOR:

CITY OF SPOKANE

CITY OF SPOKANE PARKS BOARD

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

Approved as to form:

City Clerk

City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____ and _____, are the persons who appeared before me and the said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____ and the _____ respectively, of **CITY OF SPOKANE**, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public

Printed Name: _____

My Commission Expires: _____

GRANTEE

MCImetro ACCESS TRANSMISSION SERVICES LLC., a
Delaware Limited Liability Company

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

BEFORE ME, _____, Notary Public, on this day personally
appeared _____, known to me to be the person whose
name is subscribed to the foregoing instrument and known to me to be the Senior Manager of **MCImetro
ACCESS TRANSMISSION SERVICES LLC.**, a Delaware Limited Liability Company, and acknowledged to
me that she executed the said instrument for the purposes and consideration therein expressed, on behalf of
said Corporation

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public

Printed Name: _____

My Commission Expires: _____

[S E A L]

EXHIBIT A
(Easement Area)

EXHIBIT "A"

A PORTION OF BLOCK 9 OF THE PLAT OF NETTLETON'S 1ST ADDITION TO SPOKANE FALLS (BOOK "A" OF PLATS, PAGES 99 – 100), WITHIN GOVERNMENT LOT 3 (NE 1/4, SW 1/4), SECTION 13, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.
PROPOSED MCI EASEMENT

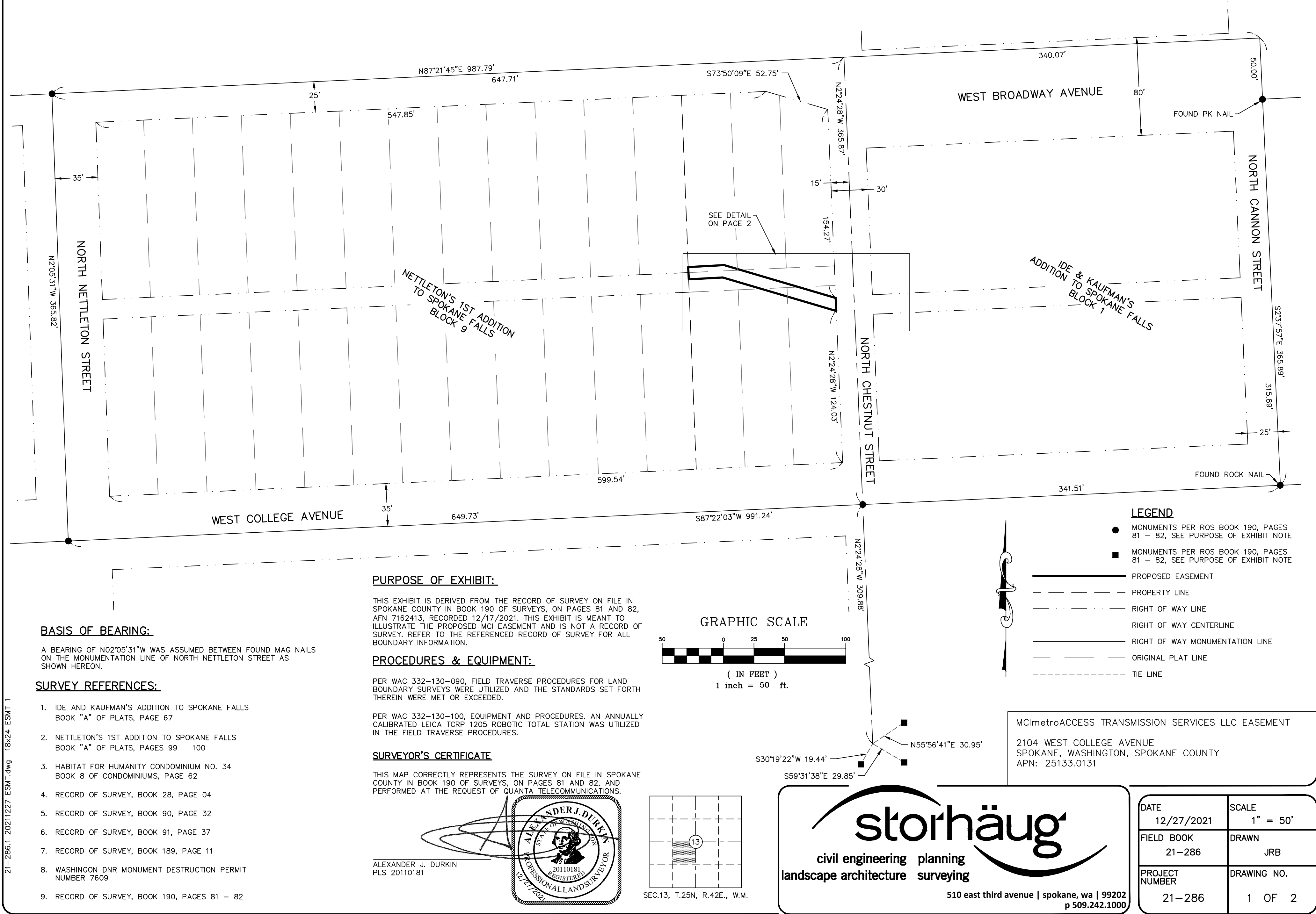
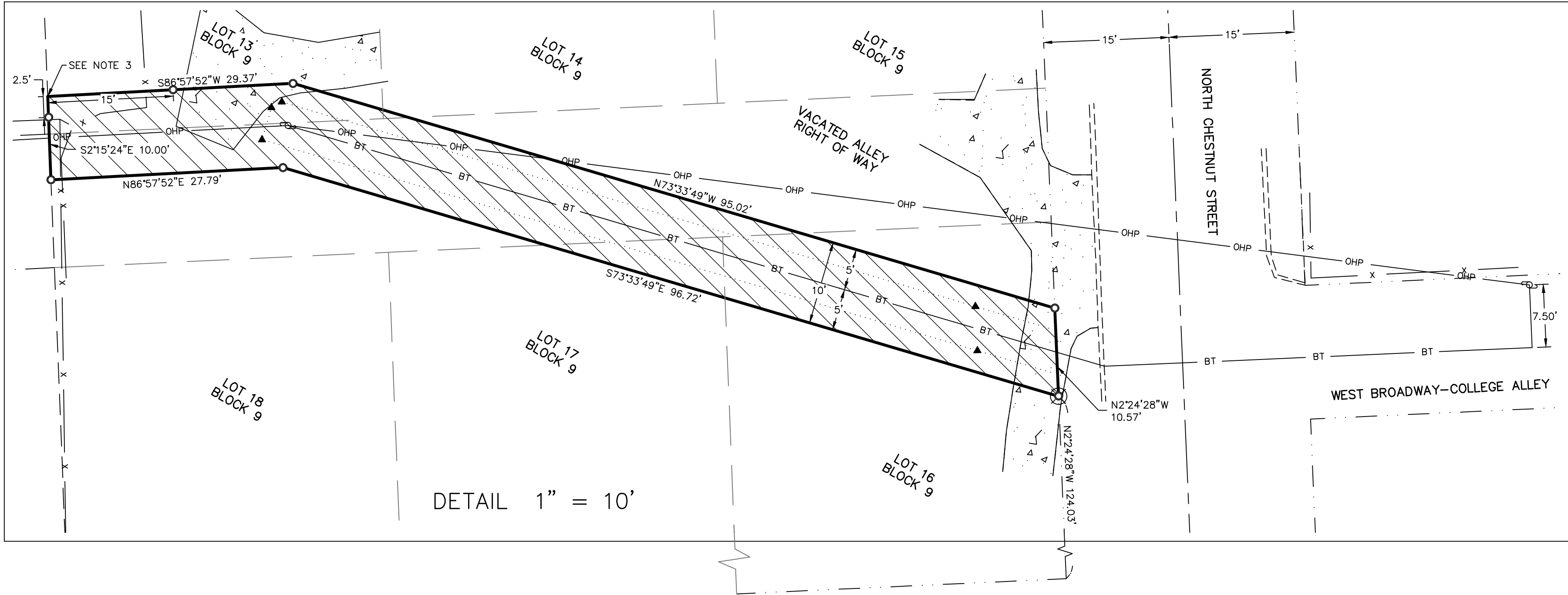


EXHIBIT "A"

A PORTION OF BLOCK 9 OF THE PLAT OF NETTLETON'S 1ST ADDITION TO SPOKANE FALLS (BOOK "A" OF PLATS, PAGES 99 – 100), WITHIN GOVERNMENT LOT 3 (NE 1/4, SW 1/4), SECTION 13, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.
PROPOSED MCI EASEMENT



LEGAL DESCRIPTION OF PROPOSED EASEMENT:

A PORTION OF LOTS 13, 14, 16, AND 17 AND THE VACATED RIGHT OF WAY SEPARATING LOTS 13 – 15 FROM LOTS 16 – 18, BLOCK 9, OF THE PLAT OF NETTLETON'S 1ST ADDITION TO SPOKANE FALLS RECORDED IN BOOK "A" OF PLATS, PAGES 99 – 100, RECORDS OF SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16;
THENCE N02°24'28"W ALONG THE EAST LINE OF SAID LOT 16, SAID EAST LINE BEING ALSO THE WEST RIGHT OF WAY LINE OF NORTH CHESTNUT STREET, A DISTANCE OF 124.03 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N02°24'28"W ALONG SAID EAST LINE OF LOT 16, A DISTANCE OF 10.57 FEET;
THENCE DEPARTING FROM SAID EAST LINE OF LOT 16 N73°33'49"W, A DISTANCE OF 95.02 FEET;
THENCE S86°57'52"W, A DISTANCE OF 29.37 FEET TO THE WEST LINE OF SAID LOT 13;
THENCE S02°15'24"E ALONG SAID WEST LINE OF LOT 13 AND THE SOUTHERLY EXTENSION THEREOF, SAID SOUTHERLY EXTENSION BEING ALSO THE WEST LINE OF SAID VACATED RIGHT OF WAY SEPARATING LOTS 13–15 FROM LOTS 16–18, A DISTANCE OF 10.00 FEET;
THENCE DEPARTING FROM SAID WEST LINE OF LOT 13 AND THE SOUTHERLY EXTENSION THEREOF N86°57'52"E, A DISTANCE OF 27.79 FEET;
THENCE S73°33'49"E, A DISTANCE OF 96.72 FEET TO THE POINT OF BEGINNING.

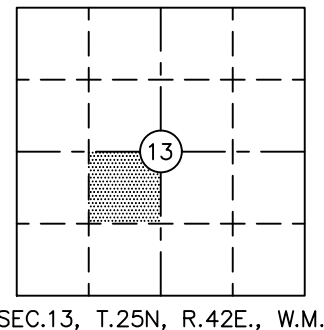
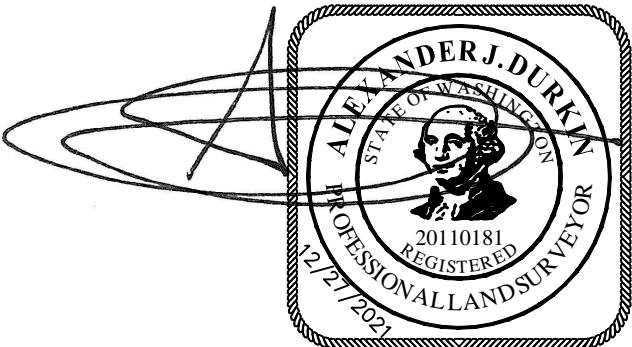
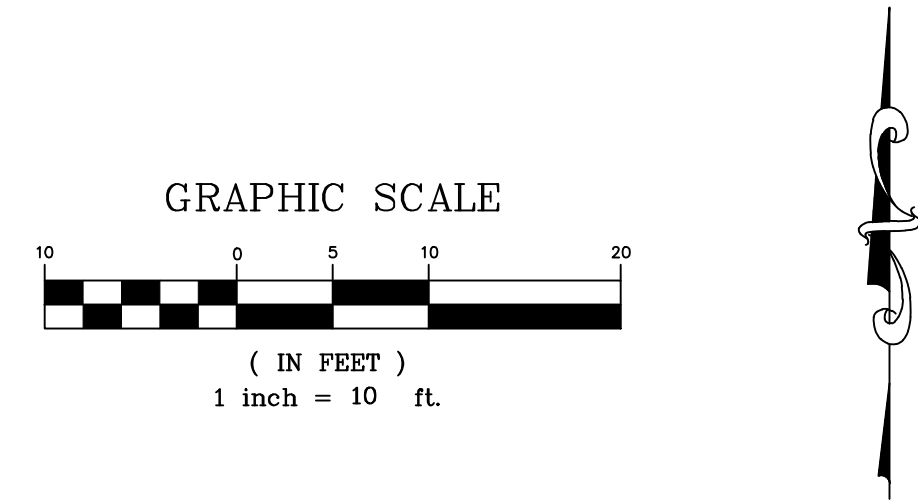
SITUATE IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

LEGEND

- ▲ MONUMENTS PER ROS BOOK 190, PAGES 81 – 82, SEE PURPOSE OF EXHIBIT NOTE
- MONUMENTS PER ROS BOOK 190, PAGES 81 – 82, SEE PURPOSE OF EXHIBIT NOTE
- ⊗ POINT OF BEGINNING
- [Hatched Box] PROPOSED EASEMENT
- - - - - PROPERTY LINE
- . - . - RIGHT OF WAY LINE
- RIGHT OF WAY MONUMENTATION LINE
- EASEMENT PER R7
- ORIGINAL PLAT LINE
- [Stippled Box] CONCRETE
- BT — BURIED CABLE ROUTE
- OHP — OVERHEAD POWER
- x — FENCE
- ⦿ POWER POLE

SURVEYOR'S NOTES:

- THIS DRAWING DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OF RECORD, PRESCRIPTIVE EASEMENTS, OR PHYSICAL FEATURES OF THE PROPERTY.
- SEE PURPOSE OF SURVEY AND SURVEY REFERENCES. THIS SURVEY AMENDS THE RECORD OF SURVEY RECORDED IN BOOK 189 OF SURVEYS, ON PAGE 11, RECORDS OF SPOKANE COUNTY, WASHINGTON. THE REASON FOR THE AMENDMENT IS TO MONUMENT THE PROPOSED EASEMENT PER A CLIENT REVISION, WHICH WAS REQUESTED AFTER COMPLETION OF THE INITIAL SURVEY PROJECT.
- FOR MONUMENTATION INFORMATION SEE THE RECORD OF SURVEY ON FILE IN SPOKANE COUNTY IN BOOK 190 OF SURVEYS ON PAGES 81 AND 82.



civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

MCImetroACCESS TRANSMISSION SERVICES LLC EASEMENT
2104 WEST COLLEGE AVENUE
SPOKANE, WASHINGTON, SPOKANE COUNTY
APN: 25133.0131

DATE 12/27/2021	SCALE 1" = 10'
FIELD BOOK 21–286	DRAWN JRB
PROJECT NUMBER 21–286	DRAWING NO. 2 OF 2

EXHIBIT B

Construction Drawings

EXHIBIT 'B'

MCImetro
ACCESS TRANSMISSION SERVICES CORP

CI HG=89'D@5BH'7CBGHFI 7H=CB

WEST CENTRAL PHASE 2

CROSS STREETS: W MAIN AVE & N BERNARD ST

ADDRESS OF WORK: 701 N CHESTNUT ST
SPOKANE, WA, 99202

K CF? 'CF89F. 'GD?S&%\$%6CDF S7GS%
B: =8. '&%\$%6CDF
: E B=8.H68

DF C>97H'89G7F =DH=CB. 'D9FA =H'5DD@=75H=CB'! '() +fiC: 'fDF CDCG98'I B89F; FCI B8L
756@9' =BGH5@@5H=CB



457' OF BORE
(3) 4'X4' BOREPIT

E I 5BH5'D9FA =H. 'GD?S&%\$%6CDF S7GS%

INDEX

1	COVER SHEET
2	INDEX
3	LOCATION MAP
4	GENERAL NOTES
4A	HAND HOLE DETAILS
5-8	EXHIBIT B
9	LEGEND
10	DESIGN SHEET

BOM		
UNIT DESCRIPTION	UOM	QTY
C-100 – NEW UNDERGROUND 1x2" HDPE (BORE/TRENCH/PLOW)	FT	457
C-110 – NEW UNDERGROUND 1x2" HDPE (OPEN CUT/HARDSCAPE)	FT	0
C-120 – NEW UNDERGROUND (MICROTRENCH)	FT	0
C-200 – EXISTING UNDERGROUND (VZ OWNED/3RD PARTY)	FT	0
C-300 – AERIAL (NEW/OVERLASH)	FT	0
MISC-1 - CONDUIT 1X2" (ADDER C-100/C-110)	FT	0
MISC-2 - CONDUIT 1X4" (ADDER C-100/C-110)	FT	0
MISC-3 - ADDITIONAL CABLE INSTALLATION (ADDER C-100/C-110)	FT	0
MISC-4 - MICRODUCT INSTALLATION (ADDER C-100/C-110)	FT	0
MISC-5 - MICROCABLE INSTALLATION WITHIN MICRODUCT (ADDER MISC-4)	FT	0
MATERIAL QUANTITIES	UOM	QTY
6.6M STRAND	FT	0
SNOW SHOE	EA	0
ANCHOR	EA	0
DOWN GUY	EA	0
RISER	EA	0
2" HDPE SDR-11	FT	457
2' HDPE CONDUITS, 2-3 CELL MAXCELL	FT	0
6" SCHEDULE 80 PVC	FT	0
4" HDPE SDR-11	FT	0
30"X60"X30" HANDHOLE	EA	0
17"X30"X24" HANDHOLE	EA	0
4'X4'X4' VAULT	EA	0
GROUND ROD	EA	0
FIBER MARKER	EA	0
1728F	FT	0
864F	FT	0
576F	FT	457
96F	FT	0
72F	FT	0
4P FDT TERM W/100' TAIL	EA	0
4P FDT TERM W/200' TAIL	EA	0
4P FDT TERM W/ 100' TAIL	EA	0
8P FDT TERM W/500' TAIL	EA	0
8P FDT TERM W/ 500' TAIL	EA	0
12P FDT TERM W/1000' TAIL	EA	0
GMT TERM W/500' TAIL	EA	0
GMT TERM W/1000' TAIL	EA	0

PROJECT:

SITE NAME
WEST CENTRAL PHASE 2

ADDRESS
701 N CHESTNUT ST

SEGMENT CODE

SEGMENT CODE

QUANTA PERMIT NUMBER
SPK_2101BOPR_CS_1

McImetro

ACCESS TRANSMISSION SERVICES CORP

hbkbk

INFRASTRUCTURE
SOLUTIONS
ENGINEERING

A QUANTA SERVICES COMPANY

OUTSIDE PLANT CONSTRUCTION

3975 JOHNS CREEK CT ST 200
SUWANEE, GA 30024

DATE: 2/3/2021

ENGINEER: HBK

DRAWN BY: DB

REVISIONS

DATE	DESCRIPTION	INITIALS
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SCALE

HORIZONTAL: 1:30

SHEET 2 OF 10

NFID: 2101BOPR

FQID: TBD

LOCATION
SPOKANE



PROJECT:

ACCESS TRANSMISSION SERVICES CORP



hbK
ENGINEERING
A QUANTA SERVICES COMPANY

OUTSIDE PLANT CONSTRUCTION

3975 JOHNS CREEK CT ST 200
SUWANEE, GA 30024

DATE: 2/3/2021		
ENGINEER: HBK		
DRAWN BY: DB		
REVISIONS		
DATE	DESCRIPTION	INITIALS
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SCALE		
HORIZONTAL: 1:30		
SHEET	3	OF 10
NFID: 2101BOPR		
FQPID: TBD		

CONTACTS

ENGINEERING & PERMITTING:

PROJECT MANAGER: CHRIS SPEAKS
PHONE: 512-673-2870
EMAIL: CSPEAKS@QUANTATEL.COM.COM
ADDRESS: 3975 JOHNS CREEK COURT STE 200
SUWANEE, GA 30024

VERIZON:

PROJECT ENGINEER: JEREMY ZIMMERMAN
PHONE: 509-220-7828
PROJECT MANAGER: SHARON BORDEN
PHONE: 216-462-2103

OUTSIDE PLANT CONSTRUCTION:

PROJECT MANAGER: ROBIN BARKER
PHONE: 512-516-3963
EMAIL: RBARKER@QUANTATEL.COM.COM

AGENCY NAME


CITY OF SPOKANE
DEVELOPMENT SERVICE CENTER
CONTACT: ENGINEERING - JOEL TAYLOR, E.I.T
DEPARTMENT: PUBLIC WORKS
PHONE: 509-625-6159
EMAIL: JTAYLOR@SPOKANECITY.ORG
ADDRESS: 808 W. SPOKANE FALLS BLVD
SPOKANE, WA 99201, 3RD FLOOR



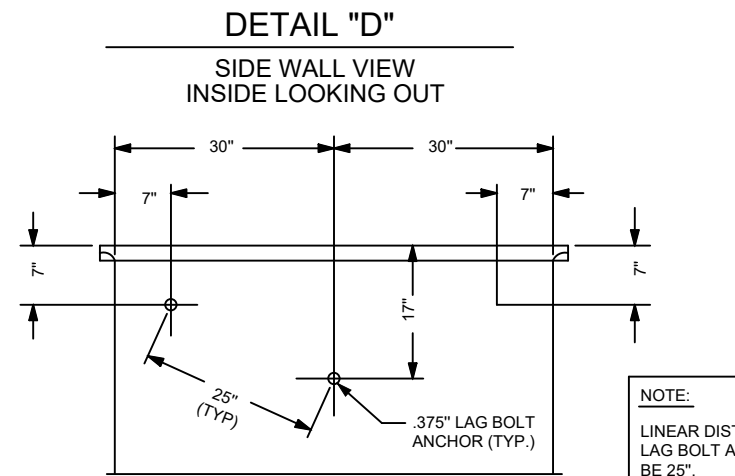
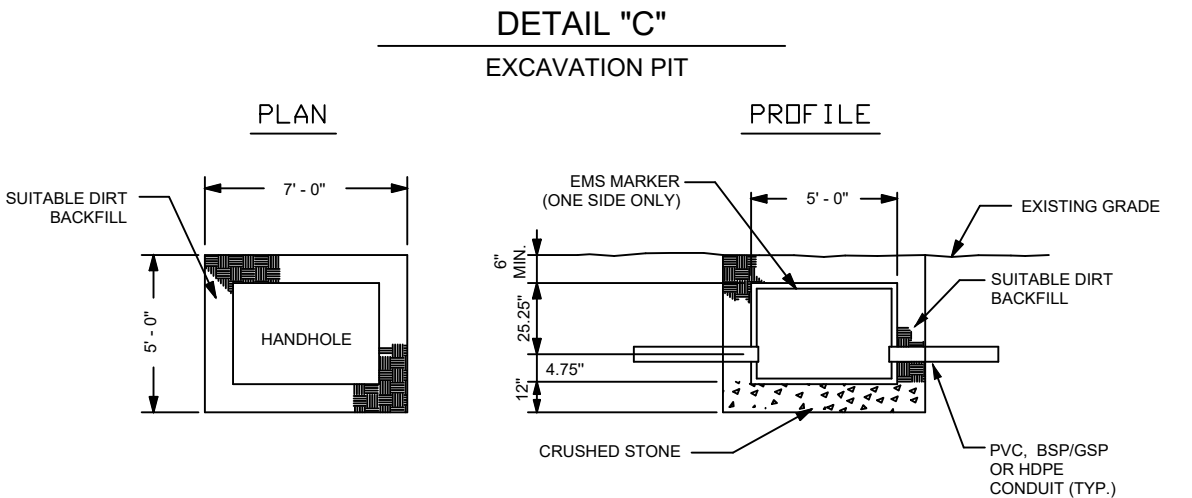
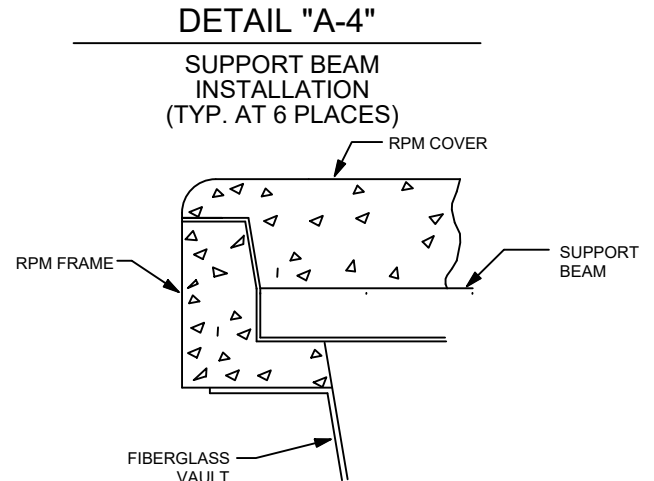
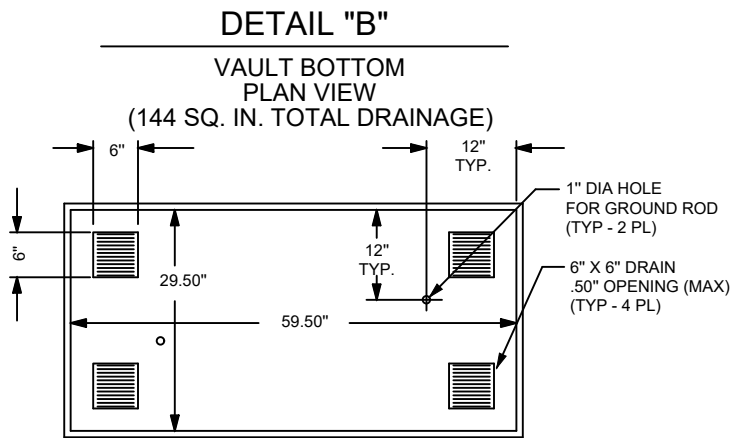
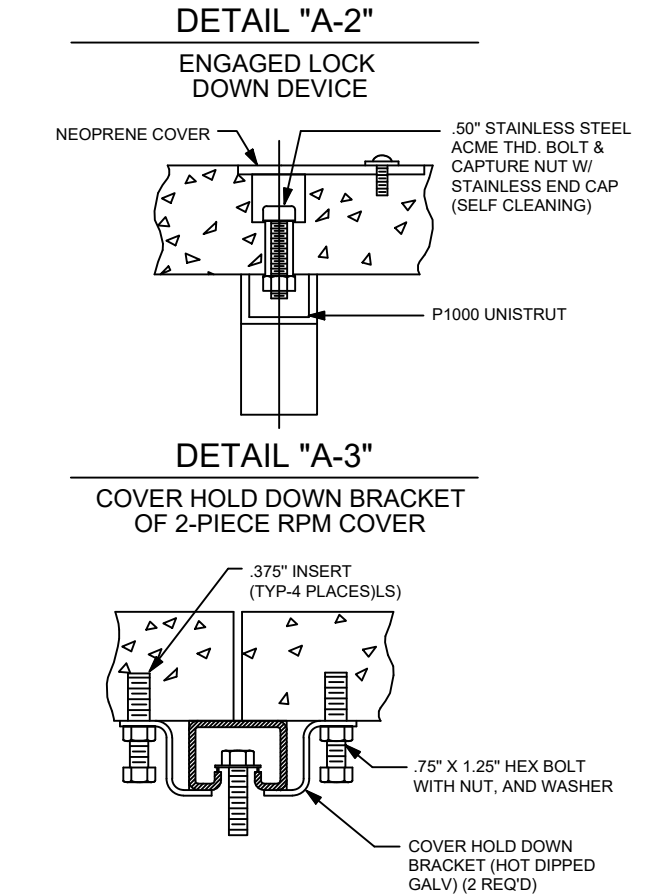
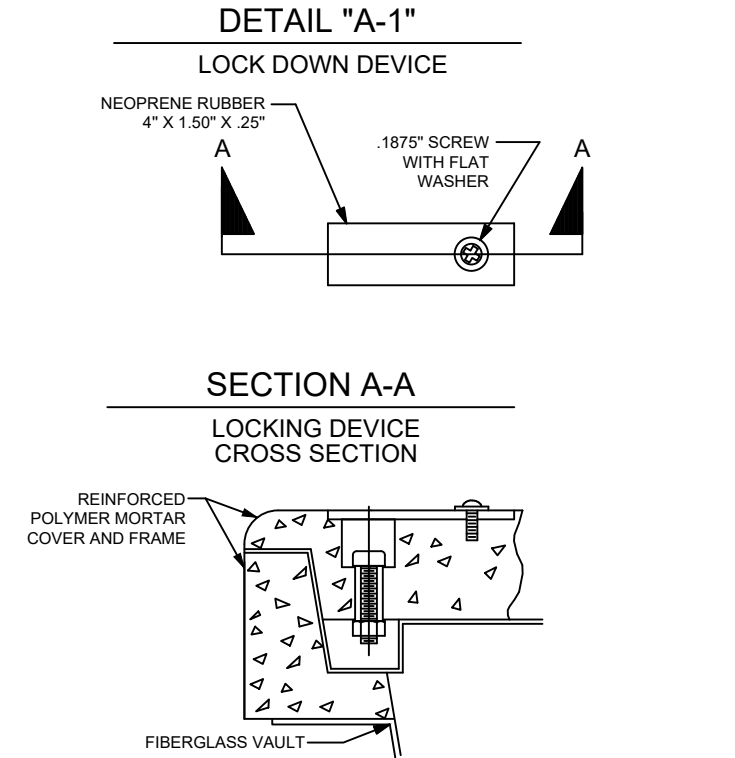
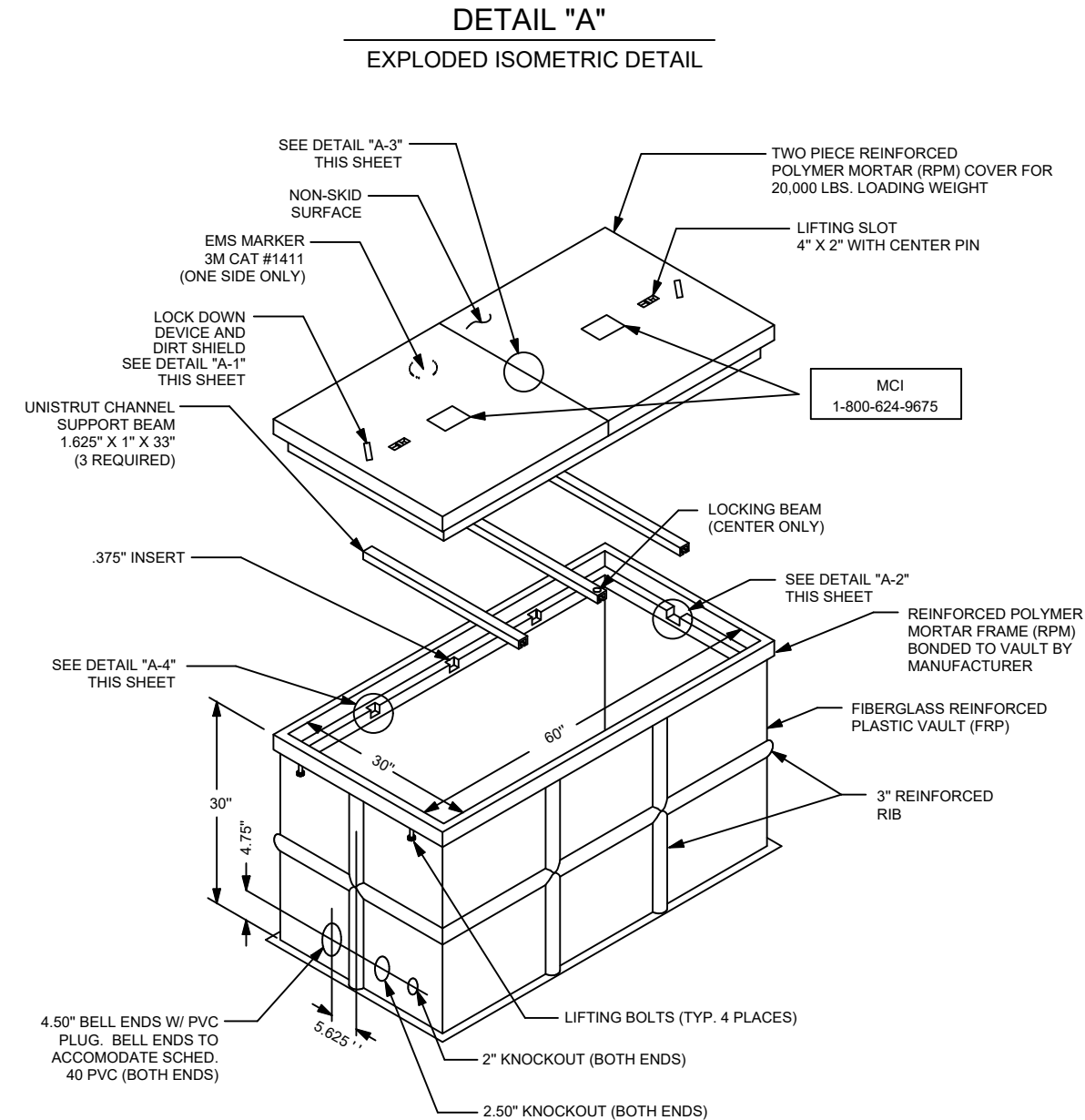
GENERAL NOTES

5.1 CONSTRUCTION REQUIREMENTS

- 5.1.1 A Pavement Cut Moratorium will be in effect for a period of three (3) years for all new roadways (see Exhibit B). No pavement cuts on any street with a moratorium until prior authorization from the City of Spokane.
- 5.1.2 No patching material will be allowed within an existing patch if the new patch exceeds seventy percent (70%) or more of the existing patch. In this case, the entire existing patch must be replaced.
- 5.1.3 All patching materials and construction requirements not addressed in this document shall conform to each Local Agency's Standards, copies available from Local Agencies. Longitudinal cuts that extend through multiple tier classifications will require discussion with the Local Agency to determine appropriate patching approach. In principle, each road section will be patched according to the tier in which it is ranked.
- 5.1.4 All existing traffic control markings will be replaced as soon as possible after permanent paving is completed. Temporary markings for lane lines and stop lines shall be in place prior to the roadway opening for traffic. All remaining temporary striping will be completed within seven (7) days of new pavement completion and shall be maintained by permittee until permanently restored. All traffic markings will be replaced per normal work practices.
- 5.1.5 Full depth full lane pavement removal and replacement shall be constructed beyond the nominal completed trench edge longitudinally, and transversely per Exhibit B. The goal is that the tee section does will not arbitrarily force patch into adjacent lanes, dependent on quality and care of trenching. The minimum length of the patch parallel to the road shall be six feet. If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced per the tiered chart. For new patches adjacent to any existing patch, all attempts will be made to install the utility at the existing patch line. When this is not feasible, no gap of four (4) feet or less shall exist.
- 5.1.6 The permittee shall be allowed to make emergency repairs provided a more reasonable alternative does not exist. Every reasonable effort will be made to restore the roadway quickly. (Note: an emergency will not allow permittee to coordinate and plan with asphalt company). (See "Repairs of Pavement Cuts").
- 5.1.7 Only saw cutting or approved grinding device will be allowed. Only parallel and perpendicular pavement cuts will be allowed. No jagged, broken or undermined edges.
- 5.1.8 Bicycle/pedestrian/parking/travel lanes to be repaired per tier chart and attached drawings.
- 5.1.9 Each Local Agency shall have the prerogative to encourage the permittee to contribute permittee's normal patching costs to local agencies to accomplish paving or full depth replacement of the roadway. (This does not apply to work done within larger projects, i.e. sewer projects). The Local Agency should be notified of existing problems with the adjacent roadway to a proposed patch. Every effort will be made to leverage both utility and agency dollars for street improvements.
- 5.1.10 When two (2) or more patches are created within a given job that measure fifteen (15) feet or less longitudinally or transversely they will be incorporated into a single patch. Anytime five (5) or more patches are required within a three hundred fifty (350) foot longitudinal area, the utility will notify the agency to determine if cost sharing is an option to expand the pavement repair/replacement area.
- 5.1.11 Potholing to find utilities shall be allowed. The use of innovative technologies is encouraged (Keyhole etc.). To be exempt from the gap and patching policy, cuts shall be a maximum of two (2) square feet with no longitudinal joints in the wheel path and shall be backfilled with controlled density or other approved fill from six (6) inches above the utility to six (6) inches below bottom of asphalt. Round vs. square cuts are preferred.
- 5.1.12 Chip sealed roads shall be rehabilitated according to construction requirements for asphalt roads as outlined in this document.
- 5.1.13 All temporary traffic control for the work zone shall conform to the MUTCD and Washington State modifications to the MUTCD. All traffic control is subject to the approval of the Agency Engineer or his/her designee (See temporary patching section).
- 5.1.14 All existing pavement types shall be constructed at the existing depth of asphalt and crushed surfacing, in accordance with applicable Local Agency Standards (including any fabric or membranes); however, the replacement section of asphalt and crushed rock shall not be less than the minimum section specified in Local Agency's Design Standards.
- 5.1.15 All concrete road cuts shall be pre-approved before beginning work (except in the case of an emergency situation). Concrete roads shall require full panel replacement unless approved otherwise by Local Agency. All concrete joints shall require an approved tie bar and dowel retrofit. Depth of concrete replacement shall match the existing thickness, or as per Local Agency's Standards. Care shall be made not to undermine the existing panels. If the adjacent panels are disturbed or damaged, they also shall be replaced. All joints shall be sealed with an approved material.
- 5.1.16 Asphalt over concrete road cuts, if known, shall be approved before beginning work (except in the case of an emergency situation). Saw cutting or other approved practice for removal of the concrete shall be allowed at the discretion of Local Agency. The asphalt portion of the cut shall be constructed according to the pavement cut policy.
- 5.1.17 All areas outside of the roadway that are affected by the work shall be restored to their original condition. All shoulders shall be restored to their original condition.
- 5.1.18 Valve and manhole repairs shall be exempt from the patching requirements of this policy. Valve and manhole patching requirements shall be per each Local Agency's Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
- 5.1.19 The permittee shall provide a detailed "As-built" record of the pavement cut after construction is completed (see attached Exhibit C). The permittee shall provide details indicating existing pavement section, new pavement section and any unusual conditions at the location of the constructed utility. The location shall include the name of the road the work is being performed on and the name of the closest intersections in each direction. Distance measurements shall be from intersecting streets. This information will be provided to the Local Agency's Permit department as a permanent record. This information shall be returned no later than seven (7) days after the completion of the permitted project by mail, fax, or other electronic means by either permittee or patching contractor. The intent of this process is to record small patching details. Larger projects shall be reviewed and approved prior to construction.
- 5.1.20 The moratorium policy will be explained both as to costs and to construction practices by the Local Agencies as part of the permitting/zoning process for new construction or major remodeling projects. Individual permittees/utilities will not be responsible for this function. Individual permittees/utilities will be responsible for doing the work and the costs associated with the moratorium policy as they open roadways for work. Cost recovery from developers will be calculated and coordinated by permittee/utility.

PROJECT:		
SITE NAME WEST CENTRAL PHASE 2		
ADDRESS 701 N CHESTNUT ST		
SEGMENT CODE		
SEGMENT CODE		
QUANTA PERMIT NUMBER SPK_2101BOPR_CS_1		
MCI metro ACCESS TRANSMISSION SERVICES CORP	 <p>OUTSIDE PLANT CONSTRUCTION</p> <p>3975 JOHNS CREEK CT ST 200 SUWANEE, GA 30024</p>	
DATE: 2/3/2021		
ENGINEER: HBK		
DRAWN BY: DB		
REVISIONS		
DATE	DESCRIPTION	INITIALS
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SCALE		
HORIZONTAL: 1:30		
SHEET 4 OF 10		
NFID: 2101BOPR		
FQNIID: TBD		

2.5' x 5' x 2.5' HANDHOLE DETAILS



NOTE:
LINEAR DISTANCE BETWEEN LAG BOLT ANCHORS MUST BE 25".

- NOTES:**
- VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
 - BOTTOM OF EXCAVATED PIT TO BE BACKFILLED WITH 12" OF CRUSHED STONE (.75" GRADE).
 - SHORING WILL BE REQUIRED.
 - ALL HANDHOLES SHALL BE PLACED BELOW EXISTING GRADE.
 - THIS HANDHOLE IS OF FIBERGLASS MATERIAL, APPROXIMATELY POUNDS IN WEIGHT. THE LIDS ARE POLYMER CONCRETE MATERIAL, EACH APPROXIMATELY POUNDS.

PROJECT:

SITE NAME	WEST CENTRAL PHASE 2
ADDRESS	701 N CHESTNUT ST
SEGMENT CODE	
QUANTITY PERMIT NUMBER	SPK_2101BOPR_CS_1

ACCESS TRANSMISSION SERVICES CORP

hbK
HARRIS BERKELEY & KATZ
A QUANTA SERVICES COMPANY

OUTSIDE PLANT CONSTRUCTION

3975 JOHNS CREEK CT ST 200
SUWANEE, GA 30024

DATE: 2/3/2021
ENGINEER: HBK
DRAWN BY: DB

REVISIONS

DATE	DESCRIPTION	INITIALS
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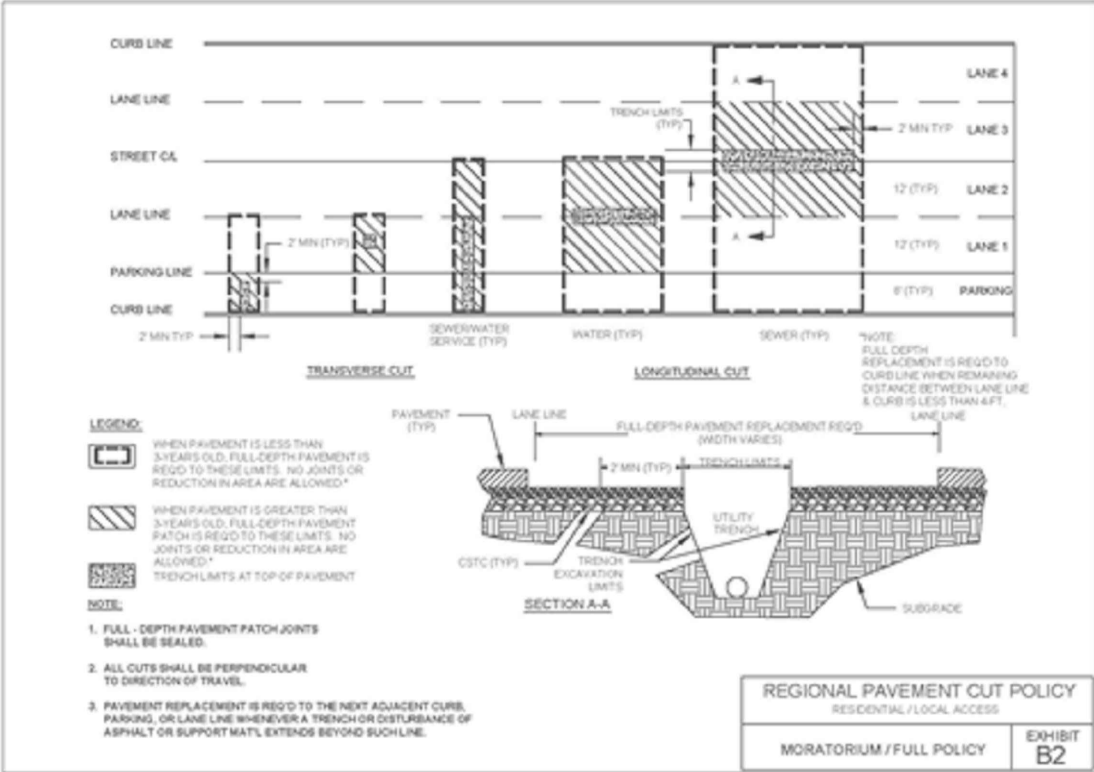
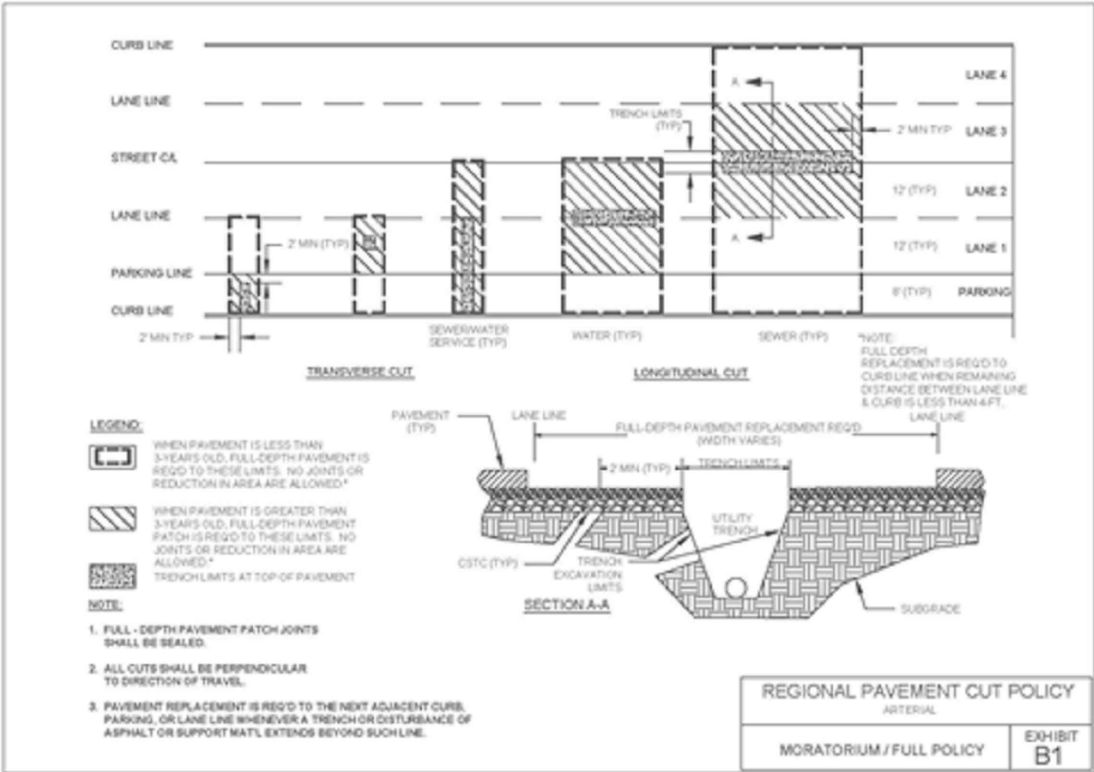
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HORIZONTAL: 1:30

SHEET 4A **OF** 10

NFID: 2101BOPR
FQID: TBD

EXHIBIT B1 AND B2

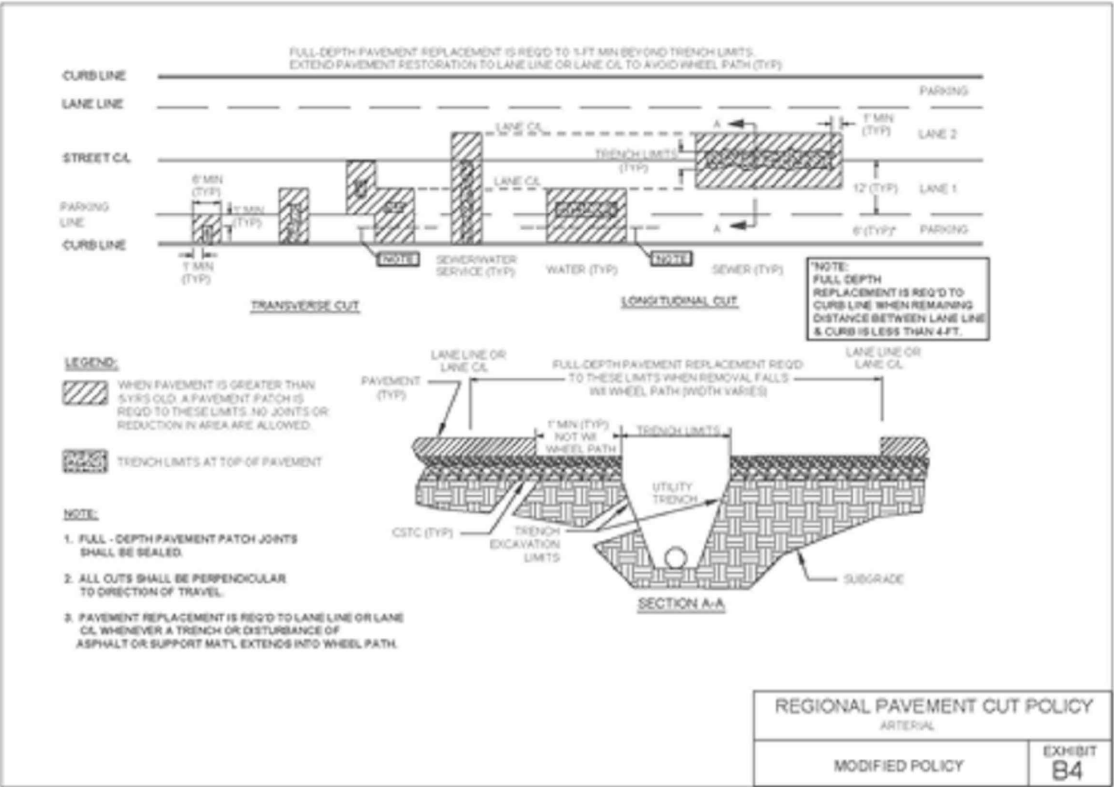
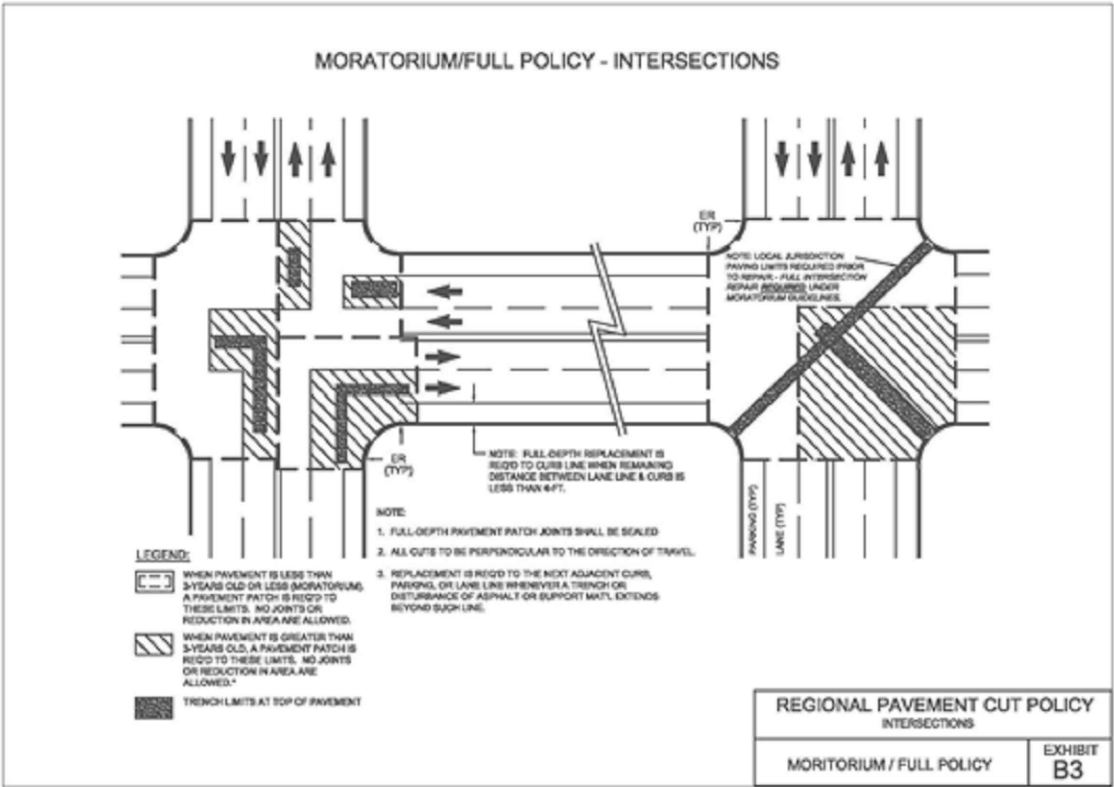


PROJECT:				
SITE NAME	WEST CENTRAL PHASE 2	ADDRESS	701 N CHESTNUT ST	SEGMENT CODE
QUANTA PERMIT NUMBER		SEGMENT CODE		QUANTA PERMIT NUMBER
				SPK_2101BOPR_CS_1

ACCESS TRANSMISSION SERVICES CORP	OUTSIDE PLANT CONSTRUCTION	
	3975 JOHNS CREEK CT ST 200 SUWANEE, GA 30024	

DATE: 2/3/2021		
ENGINEER: HBK		
DRAWN BY: DB		
REVISIONS		
DATE	DESCRIPTION	INITIALS
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SCALE		
HORIZONTAL: 1:30		
SHEET 5 OF 10		
NFID: 2101BOPR		
FQID: TBD		

EXHIBIT B3 AND B4



PROJECT:		
SITE NAME	WEST CENTRAL PHASE 2	ADDRESS
701 N CHESTNUT ST	SEGMENT CODE	QUANTA PERMIT NUMBER
SEGMENT CODE	SEGMENT CODE	SPK_2101BOPR_CS_1

ACCESS TRANSMISSION SERVICES CORP

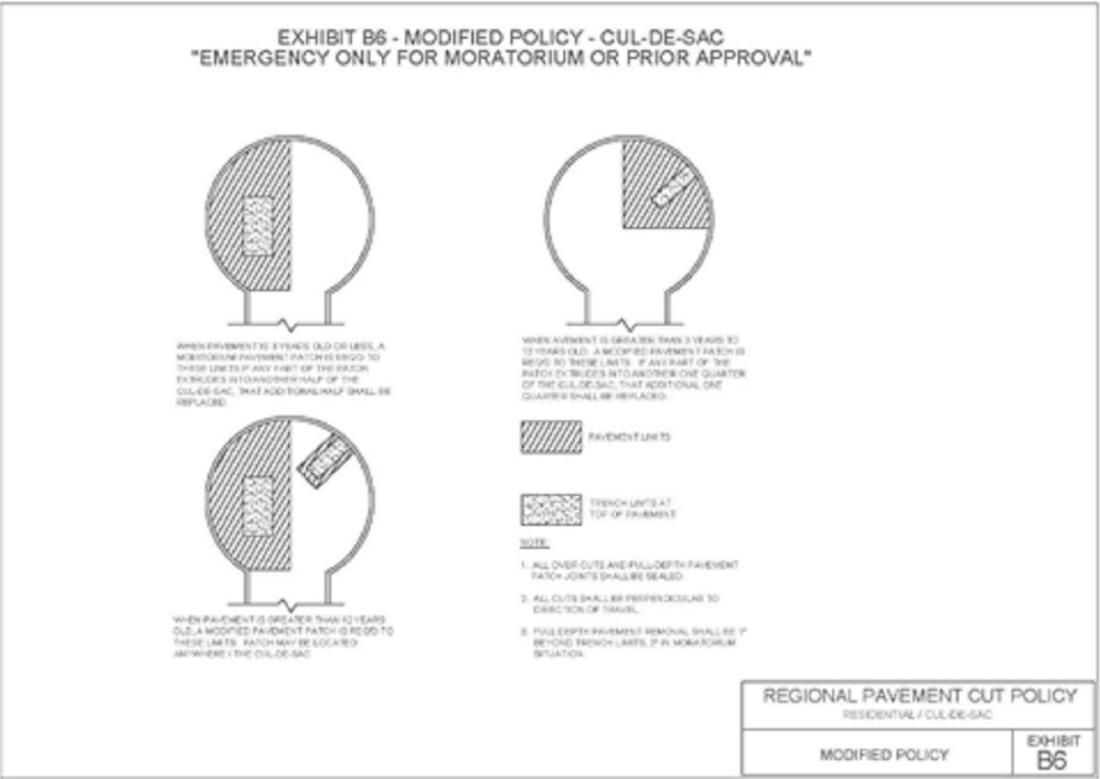
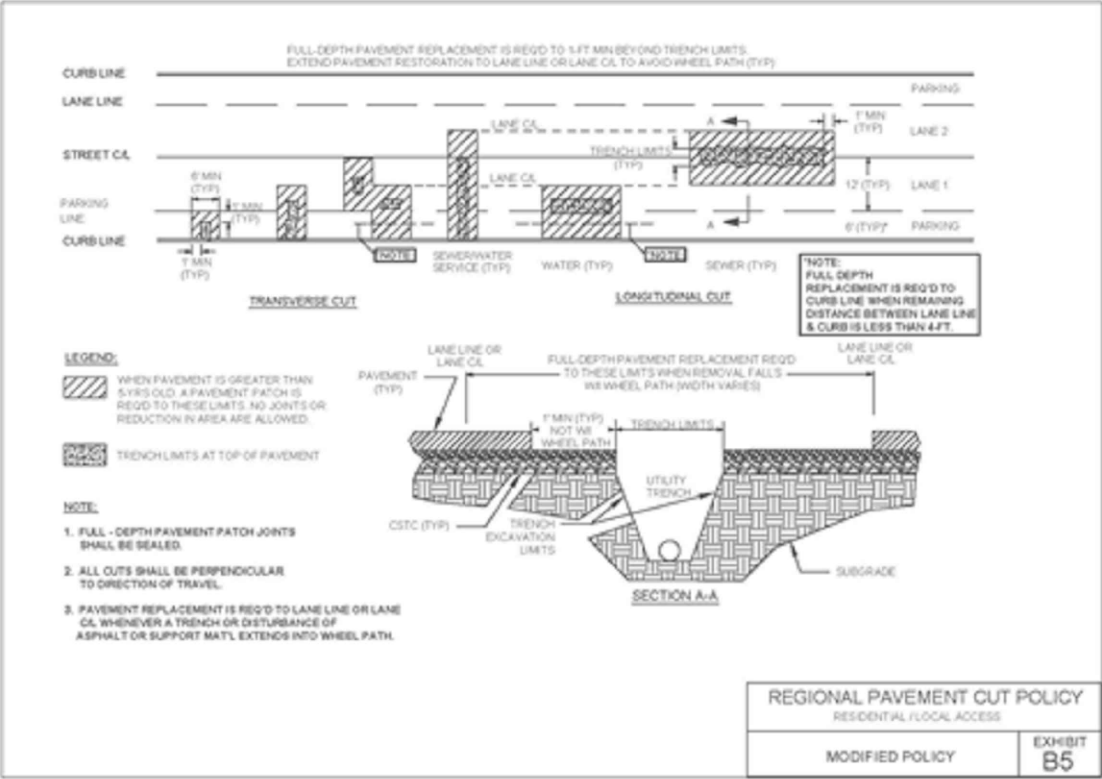
MCImetro

OUTSIDE PLANT CONSTRUCTION


3975 JOHNS CREEK CT ST 200
SUWANEE, GA 30024

DATE:	2/3/2021	
ENGINEER:	HBK	
DRAWN BY:	DB	
REVISIONS		
DATE	DESCRIPTION	INITIALS
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SCALE		
HORIZONTAL: 1:30		
SHEET 6 OF 10		
NFID: 2101BOPR		
FQID: TBD		

EXHIBIT B5 AND B6



PROJECT:		
SITE NAME	WEST CENTRAL PHASE 2	
ADDRESS	701 N CHESTNUT ST	
SEGMENT CODE		
SEGMENT CODE		
QUANTA PERMIT NUMBER		SPK_2101BOPR_CS_1

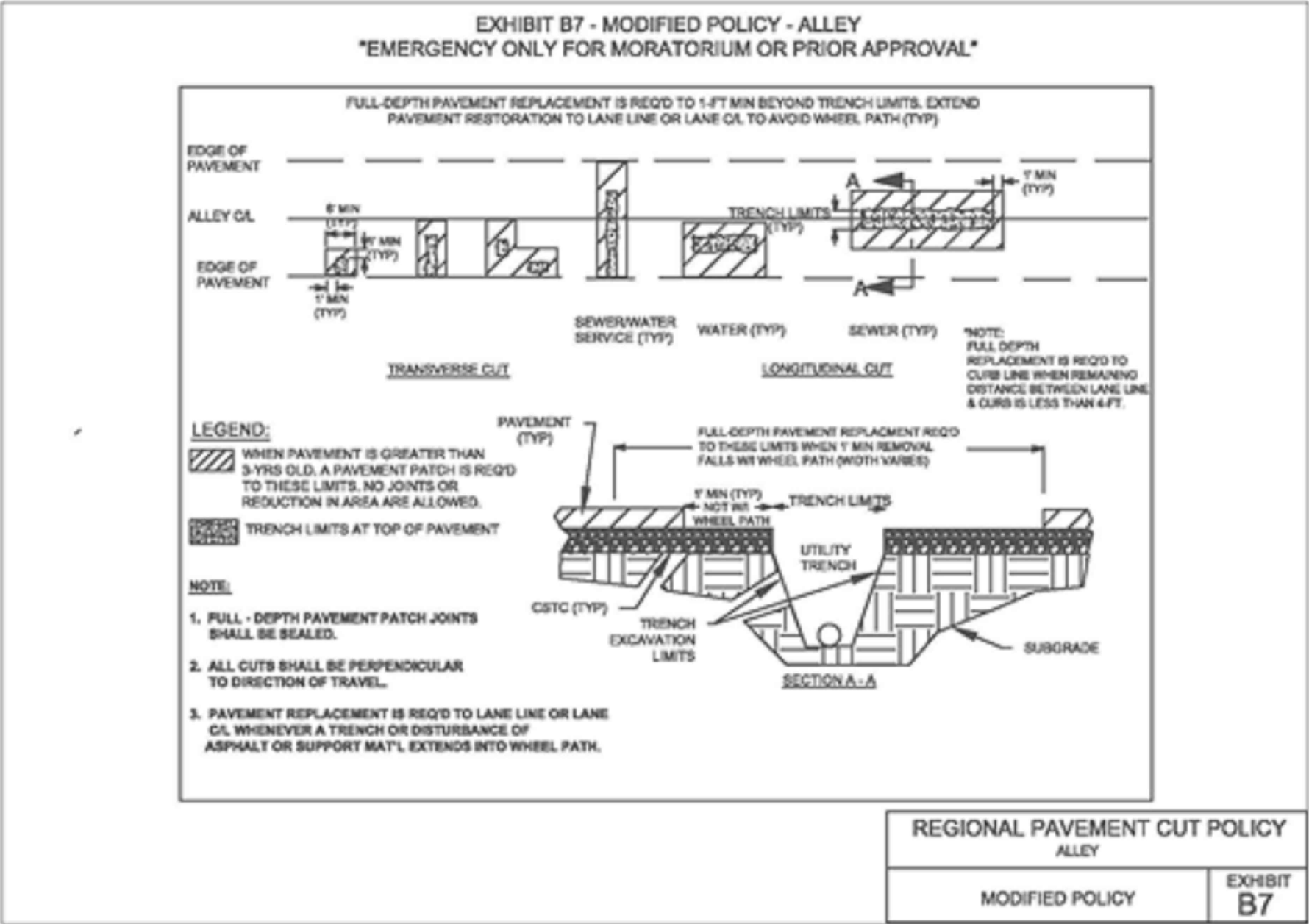
ACCESS TRANSMISSION SERVICES CORP		OUTSIDE PLANT CONSTRUCTION

DATE: 2/3/2021		
ENGINEER: HBK		
DRAWN BY: DB		
REVISIONS		
DATE	DESCRIPTION	INITIALS
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


















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NFID: 2101BOPR	
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











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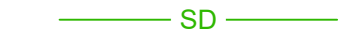


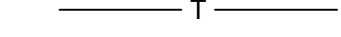

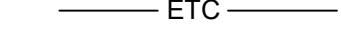










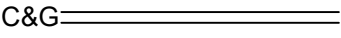
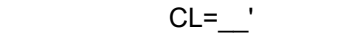




PROJECT:		
SITE NAME WEST CENTRAL PHASE 2	ADDRESS 701 N CHESTNUT ST	
SEGMENT CODE	SEGMENT CODE	
QUANTA PERMIT NUMBER SPK_2101BOPR_CS_1		
ACCESS TRANSMISSION SERVICES CORP		
OUTSIDE PLANT CONSTRUCTION 3975 JOHNS CREEK CT ST 200 SUWANEE, GA 30024		
DATE: 2/3/2021		
ENGINEER: HBK		
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EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.		
SCALE		
HORIZONTAL: 1:30		
SHEET 8 OF 10		
NFID: 2101BOPR		
FQID: TBD		

LEGEND

- GROUND SYMBOL (EXISTING)
- DOWN GUY & ANCHOR (EXISTING)
- SIDEWALK DOWN GUY & ANCHOR (EXISTING)
- STORM MAN HOLE (EXISTING)
- SANITARY SEWER MAN HOLE (EXISTING)
- WATER MAN HOLE (EXISTING)
- POWER MAN HOLE (EXISTING)
- POWER POLE WITH ATTACHMENT (EXISTING)
- POWER POLE NO ATTACHMENT (EXISTING)
- STREET LIGHT POLE (EXISTING)
- SWITCH POLE
- POWER HAND HOLE (EXISTING)
- TELECOM PEDESTAL (EXISTING)
- STORM DRAIN (EXISTING)
- EXISTING TREE (SIGNIFICANT)
- END OF CABLE SPLICE CLOSURE (PROPOSED)
- ENVIRONMENT CHANGE
- TELCO OWNED POLE (EXISTING)
- TELCO OWNED POLE WITH ATTACHMENT (EXISTING)

- GROUND SYMBOL (PROPOSED)
- DOWN GUY & ANCHOR (PROPOSED)
- SIDEWALK DOWN GUY & ANCHOR (PROPOSED)
- HAND HOLE (EXISTING) 30X60X30
- HAND HOLE (PROPOSED) 30X60X30
- HAND HOLE (EXISTING) 24X36X24
- HAND HOLE (PROPOSED) 24X36X24
- FIRE HYDRANT (EXISTING)
- CABINET STRUCTURE (EXISTING)
- CAUTION SIGN FOR CROSSING (EXISTING)
- FIBER MARKER
- BORE PIT
- POT HOLE

- WATER LINE
- STORM DRAIN LINE
- SANITARY SEWER LINE
- CBD CONDUIT
- CITY OF SPOKANE CONDUIT
- XO COMM CONDUIT
- EXISTING TRAFFIC CONDUIT
- PROPOSED AERIAL
- EXISTING UNDERGROUND
- OVER HEAD GUY
- FUTURE ROUTE
- PROPOSED TRENCH
- PROPOSED BORE
- RIGHT OF WAY
- CENTER LINE OF ROAD
- EDGE OF PAVEMENT
- BRIDGE
- CURB AND GUTTER
- AERIAL CLEARANCE
- SIDEWALK
- DRIVEWAY

PROJECT:

SITE NAME

WEST CENTRAL PHASE 2

ADDRESS

701 N CHESTNUT ST

SEGMENT CODE

SEGMENT CODE

QUANTITY PERMIT NUMBER

SPK_2101BOPR_CS_1

ACCESS TRANSMISSION SERVICES CORP

hbk

hbk ENGINEERING

OUTSIDE PLANT CONSTRUCTION

3975 JOHNS CREEK CT ST 200

SUWANEE, GA 30024

DATE: 2/3/2021

ENGINEER: HBK

DRAWN BY: DB

REVISIONS

DATE	DESCRIPTION	INITIALS
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EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

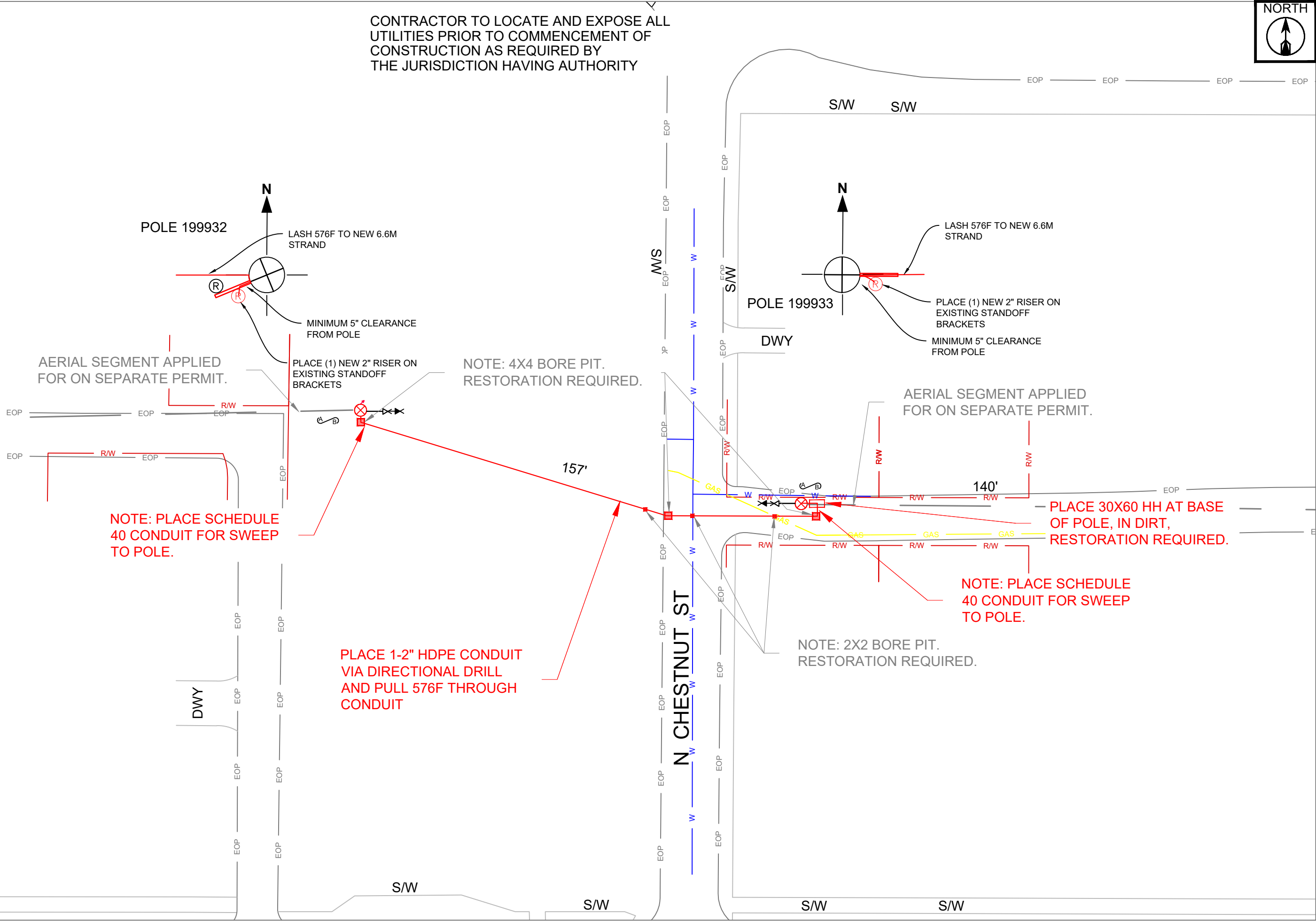
SCALE

HORIZONTAL: 1:30

SHEET 9 OF 10

NFID: 2101BOPR

FQID: TBD



PROJECT:

SITE NAME	WEST CENTRAL PHASE 2
ADDRESS	701 N CHESTNUT ST
SEGMENT CODE	
SEGMENT CODE	
QUANTA PERMIT NUMBER	SPK_2101BOPR_CS_1

ACCESS TRANSMISSION SERVICES CORP

hbK
HARRIS & BROWN
ENGINEERING
A QUANTA SERVICES COMPANY

OUTSIDE PLANT CONSTRUCTION

3975 JOHNS CREEK CT ST 200
SUWANEE, GA 30024

DATE: 2/3/2021

ENGINEER: HBK

DRAWN BY: DB

REVISIONS

DATE	DESCRIPTION	INITIALS
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EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

HORIZONTAL: 1:30

SHEET 10 OF 10

NFID: 2101BOPR

FQID: TBD



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/11/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED MCImetro Access Transmission Services LLC 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091266709 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4594298 AOS 4594299 MA 4594300 VA See Next Page	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

570091266709

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1 Fiber Installation at Dutch Jake Park, Spokane, Washington. City of Spokane - Parks and Recreation Division is included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary Insurance to each Additional Insured listed herein.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane - Parks and Recreation Division 808 W. Spokane Falls Blvd., Suite 5 Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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NOTE: Compensation values listed are in addition to the repair of all park improvements impacted or damaged by construction.

1990 Right Of Way Vacation Ordinance

52

OFFICIAL GAZETTE, SPOKANE, WASH.

January 24, 1990

GENERAL INSURANCE RESERVE FUND

06-27-89	Bank Accept	9.02	12-14-89	959,152.78
08-08-89	Bank Accept	8.46	12-26-89	513,892.92
TOTAL GENERAL INSURANCE RESERVE FUND				1,473,045.70

WORKERS COMPENSATION FUND

11-10-89	Certificate	8.40	12-12-89	300,000.00
TOTAL INVESTMENTS MATURED AND SOLD				38,633,641.36

The above report covers transactions for the month of December 1989 in accordance with the Spokane Municipal Code, Section 3.01.078.

PETER G. FORTIN, Chairman
DALE F. SCIUCHETTI, Vice Chairman
JOE E. SPROUL, Secretary

ORDINANCE NO. C-29108

An ordinance vacating Cannon Street from Mission Avenue to Spofford Avenue, and Mission Avenue from Elm Street to Belt Street.

WHEREAS, a petition for the vacation of Cannon Street from Mission Avenue to Spofford Avenue, and Mission Avenue from Elm Street to Belt Street has been filed with the City Clerk, representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; — NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Cannon Street from Mission Avenue to Spofford Avenue, and Mission Avenue from Elm Street to Belt Street is hereby vacated.

Section 2. An easement is reserved and retained over and through the entire vacated area for utility services of City of Spokane, Washington Water Power Company and Cox Cable TV of Spokane, and no building or other structure shall be erected or placed thereon without the prior written approval of the Director of Public Works.

Passed the City Council January 15, 1990.

SHERI S. BARNARD, Mayor

Attest: MARILYN MONTGOMERY, City Clerk

ORDINANCE NO. C-29109

An ordinance vacating the alley between College Avenue and Broadway Avenue from Chestnut Street to 125 feet west of Chestnut Street.

WHEREAS, a petition for the vacation of College Avenue and Broadway Avenue from Chestnut Street to 125 feet west of Chestnut Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; — NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between College Avenue and Broadway Avenue from Chestnut Street to 125 feet west of Chestnut Street is hereby vacated.

Section 2. An easement is reserved and retained over and through the entire vacated area for utility services of Pacific Northwest Bell Telephone Company, Washington Water Power Company and Cox Cable TV of Spokane, and no building or other structure shall be erected or placed thereon without the prior written approval of the Director of Public Works.

Passed the City Council January 15, 1990.

SHERI S. BARNARD, Mayor

Attest: MARILYN MONTGOMERY, City Clerk

ORDINANCE NO. C-29578

Phosphorus Products

An ordinance relating to water pollution; prohibiting the sale of certain phosphorus products; providing for labeling; adding a new section to the Penal Code, SMC Chapter 10.08; adding a new section to the Weights and Measures Code, SMC Chapter 10.46; and providing for an effective date.

WHEREAS, Spokane is a participant in the Spokane Regional Phosphorus Management Technical Advisory Committee, consisting of representatives from city and county governments and private enterprise in Spokane County, Washington and Kootenai County, Idaho, sharing a common concern with phosphorus management in the Spokane River and the respective contributions from wastewater treatment systems and wastewater discharges into the Spokane River from the committee's sources; and

WHEREAS, the purpose of the committee is to study ways and means to effectively clean wastewater discharges into the river and, specifically, to reduce the phosphorus content thereof; and

WHEREAS, Phosphorus currently comprises a major problem of pollution of the Spokane River and the participants in the committee are mandated by federal law under the authority of the Environmental Protection Agency to take effective action in phosphorus management from wastewater discharges in the Inland Empire region; and

WHEREAS, the committee recognized the essential role of each participant to do its part to eliminate phosphorus from wastewater discharges into the river to the extent possible and feasible; and

WHEREAS, the City currently operates an advanced wastewater treatment plant for the city and a portion of Spokane County which plant removes approximately eighty-five percent of the phosphorus from the plant's effluent discharge; and

WHEREAS, it is necessary to consider, in partnership with the other members of the committee, a regional means to reduce and eliminate, both on a participant and overall basis, the total phosphorus loading of the Spokane River; and

WHEREAS, concerning those point source discharges into the river which do not now have a phosphorus-removal process as a part of wastewater treatment approximately fifteen to twenty-five percent of their phosphorus loading can be

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 2, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0924		
Item title: (Use exact language noted on the agenda)	TD&H Engineering amendment #2/Don Kardong Bridge rehabilitation design project (not to exceed \$21,364)		
Begin/end dates	Begins: 12/31/2021	Ends: 06/30/2022	<input type="checkbox"/> Open ended
Background/history: Amendment #2 adds additional design, engineering and survey services as required to complete 100% bid documents for the Don Kardong Bridge rehabilitation project after a significant delay to the project schedule. In 2019, Parks contracted with TD&H Engineering to perform these services, and upon 90% completion of services placed the project on hold due to COVID-19 budgetary impacts. Due to the schedule delay, additional services are required to complete the project design & engineering work, including the final project drawing quality controls, updating project specs from 2019 format to 2022 format, and adding legal description of required easement areas. Additionally, consultant billable rates have increased and are adjusted in the contract amendment.			
Motion wording: Move to approve TD&H Engineering amendment #2 for work on the Don Kardong Bridge rehabilitation design project not to exceed \$21,364			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: TD&H Engineering Name: Tony Stenlund Email address: Tony.Stenlund@tdhengineering.co Phone: 509.622.2888			
Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name: Skyler Brown			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$21,364 (not to exceed) City ARPA funds			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 601-014-909 Business license expiration date: 3/31/22 </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT / EXTENSION

**Title: DON KARDONG PEDESTRIAN
BRIDGE REHABILITATION
DESIGN PROJECT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **TD&H ENGINEERING**, whose address is 303 East Second Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to rehabilitate the Don Kardong Pedestrian Bridge; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 4, 2019 and October 14, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on December 31, 2021 and shall run through December 31, 2022.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Time and materials pursuant to Revision 1 of the Consultant's 2022 Proposal for Add Services (Attachment A)

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY-ONE THOUSAND THREE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$21,364.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior

written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TD&H ENGINEERING

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Consultant's 2022 Proposal for Add Services

M22-023

ATTACHMENT A

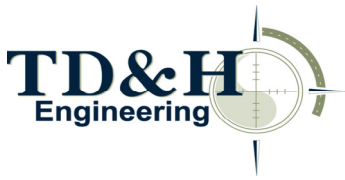


EXHIBIT D-1 - CONSULTANT FEE DETERMINATION SHEET

(Negotiated Hourly Rate)

CITY OF SPOKANE - DEPARTMENT OF PARKS & RECREATION

Don Kardong Bridge Deck Replacement

REVISION 1 - DESIGN SERVICES

LABOR COST

<u>Discipline or Job Title</u>	<u>Hours</u>	<u>Direct Labor</u>	¹ <u>Overhead @ 148.30%</u>	<u>Profit @ 15%</u>	² <u>FCCM 1.10%</u>	³ <u>Rate Per Hour</u>	<u>Cost</u>
Principal	0	\$ 62.03	\$ 91.99	\$ 23.10	\$ 0.68	\$ 177.81	\$ 0.00
Engineer V	20	\$ 57.65	\$ 85.49	\$ 21.47	\$ 0.63	\$ 165.25	\$ 3,305.02
Engineer IV	8	\$ 49.71	\$ 73.72	\$ 18.51	\$ 0.55	\$ 142.49	\$ 1,139.93
Engineer III	45	\$ 43.87	\$ 65.06	\$ 16.34	\$ 0.48	\$ 125.75	\$ 5,658.80
Engineer I	10	\$ 31.53	\$ 46.76	\$ 11.74	\$ 0.35	\$ 90.38	\$ 903.79
Registered Land Surveyor	12	\$ 47.93	\$ 71.08	\$ 17.85	\$ 0.53	\$ 137.39	\$ 1,648.67
Engineering Technician	16	\$ 38.54	\$ 57.15	\$ 14.35	\$ 0.42	\$ 110.47	\$ 1,767.57
CAD Designer I	0	\$ 26.10	\$ 38.71	\$ 9.72	\$ 0.29	\$ 74.81	\$ 0.00
Clerical	8	\$ 21.62	\$ 32.06	\$ 8.05	\$ 0.24	\$ 61.97	\$ 495.78

Total Hours

119

TOTAL LABOR COST

\$ 14,920

¹ Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 149.40% - 1.1% = 148.3%

² Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 148.3% + 1.1% = 149.3%

REIMBURSABLES

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<u>Travel</u>				
Vehicle Mileage	Mile	16	\$ 0.580	\$ 9
<u>Equipment</u>				
Total Robotic Station - Hourly	Hour	12	\$ 30.00	\$ 360
<u>Miscellaneous</u>				
Large scale reproduction, postage, etc.	Cost			\$ 400
<u>Subconsultants</u>				
MTLA Landscape Architect	LS	1		\$ 2,375
E2C Electrical Engineers	LS	1		\$ 3,300
TOTAL REIMBURSABLES				\$ 6,444

TOTAL CONSULTANT FEE (DESIGN PHASE)

\$ 21,364

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 2, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2021-0617		
Item title: (Use exact language noted on the agenda)	Vietzke Excavating Company change order #1 Corbin Art Center emergency sewer replacement (\$35,804.84, plus tax)		
Begin/end dates	Begins: 12/31/2021	Ends: 06/30/2022	<input type="checkbox"/> Open ended
Background/history: Change order #1 adds costs associated with rock excavation and repair sewer utilities discovered during construction. All costs added were unknown at the time of initial contracting and include the below: -Repair of a sewer manhole and additional 8" pipe encountered during construction. -Addition of 11 days of rock excavation per daily price quoted in initial contract.			
Motion wording: Move to Vietzke Excavating Company change order #1 for the Corbin Art Center emergency sewer replacement project (\$35,804.84, plus tax)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Vietzke Excavating Name: Mark Helfenstein Email address: Mark@vietzke.biz Phone: 509.622.2888			
Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$35,804.84, plus tax Budget code: 1950-54500-94000-56301			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-267-176 Business license expiration date: 8/31/22 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1

NAME OF CONTRACTOR: VIETZKE EXCAVATION, INC.

PROJECT TITLE: CORBIN ART CENTER EMERGENCY SEWER
REPLACEMENT

CITY CLERK CONTRACT NUMBER: OPR2021-0617

=====

DESCRIPTION OF CHANGE:	AMOUNT:
Add repair of manhole and 8" pipe encountered during construction	\$ 7,557.39
Add 11 days rock excavation per quoted price of \$2,567.95/day	\$ 28,247.45

=====

TOTAL AMOUNT: \$35,804.84

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 84,975.77
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0,000.00
CURRENT CONTRACT AMOUNT	\$ 84,975.77
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 35,804.84
REVISED CONTRACT SUM	\$120,780.61

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	Feb 11, 2022
CURRENT COMPLETION DATE	Feb 11, 2022
REVISED COMPLETION DATE	May 31, 2022

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney



Estimate 23820798
Job 22209534
Estimate Date 10/1/2021
Customer PO

Billing Address
Spokane Parks Department
507 W 7th Ave
Spokane, WA 99204 USA

Job Address
Nick Hamad
507 West 7th Avenue
Spokane, WA 99204 USA

Estimate Details

Sewer replacement : Replace sewer line from outside of foundation to city sewer manhole via the open trench and or bursting method.

Task #	Description	Quantity
IN01	Sewer Utility locates and Site Visit to qualify below inclusions. Sewer Permit and Obstruction Permit. Cut, remove asphalt, excavate and lay new 6" PVC sewer line from current excavation outside of foundation to located sewer line on Eastern shoulder of Stevens st. Shut down western lanes in Stevens and Hydro excavate to access manhole on property. Core drill manhole to create new access for 6" sewer line. Replace existing sewer line with new 8" inch C.I.P.P. Liner from Eastern shoulder of Stevens St to City sewer manhole via the C.I.P.P. Liner method. Close down eastern lane and access sewer manhole in Stevens and cut back any additional Liner material. Close down western lane of Stevens and back fill and compact existing manhole and pour new concrete troff for existing storm line and new 6" sewer line. Sewer video scope with City of Spokane sewer inspector. Backfill and compact all excavation areas. Replace concrete in Manhole at sewer access point. Replace asphalt in driveway excavation.	1.00
EXCLUDES:	Landscaping repair or replacement. Tree, rock or shrub removal. Sprinkler repair. GFC fees. Anything beyond above scope of work.	1.00
CONDITIONS:	Work is to be accomplished weather and soil conditions permitting. Work areas to be machine backfilled with local material. Unmarked, unknown utilities, rock, concrete or ground water problems will be extra.If this estimate is excepted after asphalt plants close and cold patch asphalt is required there will additional cost. One-half down payment, balance of estimate plus tax due on the day of completion.	1.00

QUOTE REVISED TO INCLUDE
UNFORESEEN CONDITIONS,
ADDING \$7557.39+TAX TO BASE
BID ESTIMATE 22872062

Sub-Total \$60,200.33
Tax \$5,418.03
Total \$65,618.36

This estimate may be withdrawn if not accepted within 30 days.

I Nick Hamad hereby Authorize Vietzke Trenchless (VIET-AEC121MA) to furnish all labor, machines, and materials as described above. I understand that payment of \$65,618.36 is due upon completion and if not received within 10 days I will be assessed the maximum legal rate of interest, 18% annually / 1.5% per month; plus a \$20.00 service charge on all accounts past due 30 days. I also agree to pay all costs and attorney fees if the account becomes past due. Deposits made with credit card are not 100% refundable. They are subject to a 3% return fee. By signing this document you agree you have read and understand the lifetime limited warranty. Also, please read and sign disclosure.

Print _____ Date ____/____/____

Sign _____

Hamad, Nicholas

From: Kipp Riley <kipp@vietzke.biz>
Sent: Tuesday, October 12, 2021 3:52 PM
To: Conley, Jason K.
Cc: Hamad, Nicholas; Vietzke Trenchless
Subject: Re: 507 W 7th Ave Estimate - 22106498

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Ok,

Thank you we will continue with the work.

Thank you

Kipp E. Riley
Customer Service Representative
(509) 244-9607
kipp@vietzke.biz
<http://vietzetrenchless.com>



On Oct 12, 2021, at 3:47 PM, Conley, Jason K. <jkconley@spokanecity.org> wrote:

Hi Kipp,

Thanks for the recap of this additional work. I'm approving the additional work listed below, in the amount of \$7557.39, plus tax.

Sincerely,

Jason Conley

Parks Executive Officer.

From: Kipp Riley <kipp@vietzke.biz>
Sent: Tuesday, October 12, 2021 3:29 PM
To: Conley, Jason K. <jkconley@spokanecity.org>
Cc: Hamad, Nicholas <nhamad@spokanecity.org>; Vietzke Trenchless <info@vietzke.biz>
Subject: Re: 507 W 7th Ave Estimate - 22106498

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Jason,

Yes, Nick and I had been discussing if the city would be approving the additional cost of lining the 8" pipe and building out the manhole that was found. The sewer department (who met us on site to review what we had found) liked the idea, but Nick asked for clarification on the additional cost. I had sent that and then did not receive any response. I thought he was getting it approved or something, but maybe it just slipped through the cracks. I have listed the changes below.

Additional day of Traffic control - \$1466.25	
Additional Hydro Excavation at manhole - \$1275	
Additional labor digging and exposing manhole - \$330	
Core drill man Hole \$650	
Liner material 32 Ft - \$3200	additional work @ unknown manhole
Additional trucking - \$110	& additional lining of 8" pipe
Sand for bedding - \$79.28	
Build Concrete troff in manhole - \$446.86	
Total net cost - \$7557.39+tax	

Original Estimate:

Updated Estimate After finding manhole:

Kipp E. Riley
Customer Service Representative
(509) 244-9607
kipp@vietzke.biz
<http://vietzketrenchless.com>

<image001.png>

On Oct 12, 2021, at 3:21 PM, Conley, Jason K. <jkonley@spokanecity.org> wrote:

Hi Kipp,

Nick will be off for the next few weeks. I think he may have warned you, of his pending leave.

Can you please refresh me on the reply you need and I'll provide you a path to move forward.

Thank you!

Jason Conley

Vietzke Excavating Co, Inc.

2011 S Craig Rd, Office
Airway Heights, WA 99001
509-244-9607



www.vietzketrenchless.com

BILL TO:

Spokane Parks Department
507 W 7th Ave
Spokane, WA 99204

DATE	INVOICE #
10/14/2021	210264
P.O. #	TERMS
507 W 7th Ave	Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
9/23/21 - 10/12/21 14 days x \$2567.95 per day for daily rate of Rock chipping to access sewer line per estimate # 22874622 3 days included in base contract. adding 11 days @ \$2,567.95 totaling \$28,247.45+tax			35,951.30T
<p>Customer is to contact Vietzke Excavating Co within 10 days of receipt of invoice to resolve any billing questions.</p> <p>Finance Charges of 18% Annual (1.5% Monthly); minimum \$2.00 service charge will be accessed on all accounts past due 30 days. A \$40.00 Service Fee will be charged on returned Checks. Purchaser agrees to pay all costs and attorney fees if account becomes past due.</p> <p>Lien Rights: I hereby accept this notice that in case of non-payment, a lien may be claimed for all materials, supplies and labor furnished</p>	Subtotal		\$35,951.30
	Sales Tax (9.0%)		\$3,235.62
	Total		\$39,186.92
	Payments/Credits		\$0.00
	Balance Due		\$39,186.92

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	Fed. 8, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	KPFF Consulting Engineers contract/Riverfront Park south suspension bridge design and engineering project (not to exceed \$57,850)		
Begin/end dates	Begins: 02/10/2022	Ends: 06/01/2023	<input type="checkbox"/> Open ended
Background/history: Contract with KPFF Consulting Engineers for the structural design and engineering is required to renovate the Riverfront Park south suspension bridge. This contract includes Task - Project Management & Administration and Task 2 - Bid Document Updates & Bid Support from the attached consultant proposal. This contract does not currently include Task 3.0 - Construction Support Services at this time. In 2021, Parks contracted with KPFF for similar services on the Riverfront Park north suspension bridge project, and as a result Park staff anticipate some cost economy on this contract; therefore, this contract is proposed to be billed on a time and materials basis not to exceed the total cost listed.			
Motion wording: Move to approve KPFF Engineers contract for Riverfront Park south suspension bridge design and engineering project, not to exceed \$57,850			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: KPFF Name: Aaron Olson Email address: Aaron.Olson@kpff.com Phone: 206.622.5822			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$57,850 (not to exceed) Budget code: 1950-54920-94000-56311			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 578-063-612 Business license expiration date: 07-31-2022 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**January 26, 2022
Exhibit A-1
Scope of Work**

**Riverfront Park Suspension Bridge Renovation
Construction Support and Construction Management Services**

PROJECT DESCRIPTION

Avista Corporation (Avista) on behalf of the City of Spokane (City) had previously contracted KPFF Consulting Engineers (KPFF) to perform the design of repairs and renovations to the Riverfront Park Bridge North and South Suspension Pedestrian Bridges. The project consists of repairs to the South Suspension bridge including concrete deck replacement, steel repairs, bridge railing retrofits, drainage improvements, lighting upgrades, and concrete vault lid replacement.

The project will be advertised for construction in late 2022 or early 2023 with Contractor mobilization expected in Fall 2022 or early Summer 2023. The project construction is expected to be complete by Fall 2023.

It is anticipated that this project shall be billed on a Time and Materials Basis Not to Exceed the total fees estimated.

PROJECT OBJECTIVES

This scope of work is to provide the following:

- Updated bid documents for project advertisement
- Technical engineering support services during the advertising/bid and construction phases of the project.
- Construction Management and Administration

PROJECT TEAM

The project team includes:

Owner & Construction Manager	City of Spokane
Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF
Civil Engineering	KPFF
Electrical & Lighting Design	Trindera/Century West Engineering

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

Task No. 1.1 – Invoices and Progress Reports

KPFF compile invoices from the design team and will submit a combined monthly invoice and progress report which will be transmitted to the City.

Assumptions

- None

Deliverables

- Monthly invoices and progress reports (assume 10).

TASK NO. 2.0 – BID DOCUMENT UPDATES & BID SUPPORT

Task No. 2.1 – Coordination with City

KPFF and Trindera/Century West will coordinate with the City during the design phase to discuss project issues, schedule, and progress as needed.

Task 2.2 – Update Bid Plans

KPFF and Trindera/Century West will update the existing bid plans to include improvements to the South Bridge from the previous bid set and any other modifications related to the updated specifications (see Task 2.3). The plans cover the renovation of the South Suspension Bridge and replacement of the south vault lids. Specific revisions to the plans include:

- Revise plans to include any addenda/revisions issued during bid of the North Suspension Bridge (KPFF & Trindera/Century West)
- Add detail/repair type – bridge bearing plate & bearing pad replacement (KPFF)
- Add detail/repair type – replace/pack rust repair of girder splice plates (KPFF)
- Revise detail – bridge closure gate, replace shear stud with resin bonded anchor (KPFF)
- Revise detail – bridge curb rebar, stack #6 bars between studs to accommodate concrete placement, RFI #19 (KPFF)
- Revise detail – modify vault lid slab to match conditions found on North Bridge, RFI #26 (KPFF)
- Revise quantities – all hanger rods to be replaced, (1) abutment to be replaced
- Revise detail – update light fixture replacement detail to match North Bridge (Trindera/Century West)

- Update detail – update/review conduit and wiring sizes to match North Bridge (Trindera/Century West)
- Revise detail – update and review vault grading (KPFF)
- Revise detail – update & review drainage (KPFF)
- Revise detail – update and review trench and scupper details (KPFF)
- Revise detail – update and review paving details (KPFF)

Assumptions

- Assume one (1) round of review and comment of the updated project plans
- The City will compile all comments on Draft Bid Plans from project stakeholders into one, complete document and distribute to KPFF.
- KPFF and Trindera/Century West will incorporate plan modifications from previous bid addenda.

Deliverables

- Draft Bid Plans (PDF)
- Final Bid Plans (PDF)
- Responses to comments on the draft bid plans (Excel or PDF)

Task 2.3 – Update Bid Specifications

KPFF and Trindera/Century West will update the existing specifications to conform to the 2022 WSDOT Standard Specifications.

Assumptions

- The City will provide an updated specification boilerplate for use on the project.
- Assume one (1) round of review and comment of the updated project specifications
- The City will compile all comments on Draft Bid Specifications from project stakeholders into one, complete document and distribute to KPFF.
- KPFF and Trindera/Century West will incorporate specification modifications from previous bid addenda.

Deliverables

- Draft Bid Specifications (Word Document)
- Final Bid Specifications (Word Document, PDF)
- Responses to comments on the draft bid plans (PDF)

Task 2.4 – Update Cost Estimate & Bid Items List

KPFF and Trindera/Century West will update the existing cost estimate and bid items list to conform to the 2022 WSDOT Standard Specifications and any plan changes (See Task 2.2).

Assumptions

- Assume one (1) round of review and comment of the updated project cost estimate and bid items list
- KPFF and Trindera/Century West will incorporate bid item modifications from previous bid addenda

Deliverables

- Draft Bid Cost Estimate & Bid Items List (Excel File)
- Final Bid Cost Estimate & Bid Items List (Excel File, PDF)

Task 2.5 – Pre-Bid Meeting & Bidder Questions

The KPFF Project Manager will attend a pre-bid meeting to provide a summary of the project and answer any bidder questions.

KPFF and Trindera/Century West will answer up to six (6) official questions asked by potential bidders during the advertisement period. Responses to bidder questions will be sent to the City who will provide the official response.

Assumptions

- The pre-bid meeting will be held virtually by teleconference or video call.
- The pre-bid meeting will last two (2) hours
- The City will coordinate the details, agenda and notes for the pre-bid meeting.

Deliverables

- Pre-bid meeting preparation and attendance
- Responses to official bidder questions (email)

Task 2.6 – Addenda

KPFF and Trindera/Century West will issue up to two (2) addenda to the contract documents (e.g. plans and specifications) based on questions and/or clarifications requested from the potential bidders. Updated contract documents will be issued to the City who will issue the official addenda. Plan and specification addenda will be stamped and sealed by the engineer of record (EOR) of the original bid document.

Assumptions

- The City will coordinate and compile all addenda for issuance to the Contractor.

Deliverables

- Responses to bidder questions (email)
- Bid document addenda (PDF)

TASK NO. 3.0 – CONSTRUCTION SUPPORT SERVICES

**TASK 3.0 NOT A PART OF
BASE PROJECT SCOPE**

Task No. 3.1 – Coordination with City

KPFF and Trindera/Century West will coordinate with the City during the construction phase to discuss project issues, schedule, and progress as needed. The City will collect and disseminate information, submittals, RFIs and contractor requests for the team and coordinate schedules and inspections for the design team staff.

Task 3.2 – Submittal Review & Response

KPFF and Trindera/Century West will review and respond to submittals received during construction. Below is a list of submittals of anticipated structural submittals that will be reviewed by KPFF:

1. Demolition Plan
 - a. Type 2E Working Drawings
 - i. Demolition procedures
 - ii. Work Platform
 - iii. Containment
 - b. Type 1 Working Drawings
 - i. Steel Cleaning
2. Concrete Class 4000D
 - a. Mix Design
 - b. Formwork/Falsework
 - c. Request for Approval of Materials (RAM) – Aggregate, Cement, Compliance Certifications, Material Test Certs
3. Rebar
 - a. Shop Drawings
 - b. RAMs – Compliance Certs, Mill Certs
4. Stay-In-Place Forms
 - a. Shop Drawings
 - b. RAM – Steel certs, galvanizing
5. Steel Repairs
 - a. Shop Drawings
 - b. RAMS – welder certs, mill certs
6. Deck Drains
 - a. RAM – drain type
7. Pedestrian Railing Retrofit
 - a. Shop Drawings

- b. RAMs – Compliance Certs, Mill Certs, Welder Quals, Cable Components
- 8. Expansion Joints
 - a. Shop Drawings (Steel & Expansion Joint)
 - b. RAMs – Compliance Certs, Mill Certs, Welder Quals
- 9. Vault Lids (Uplight Bracket, Tower Collar, Edge Beam, Manhole)
 - a. Shop Drawings
 - b. RAMs – Compliance Certs, Mill Certs
- 10. Resin Bonded Anchors
 - a. RAM – Epoxy, Anchor Material Certs
- 11. Bridge Supported Utilities
 - a. Shop Drawings
 - b. RAMs – Fiberglass Conduit, hanger components
- 12. Tower Repair Grout
 - a. RAMs – Grout, Bolt mill certs, epoxy resin
- 13. Bridge Closure Gate
 - a. Shop Drawing
 - b. RAMs – Fence fabric, tension wire assembly, paint, mill certs, compliance certs
- 14. Drainage Scupper & Trench Drains
 - a. Shop Drawings incl. Coring
 - b. RAMs

Trindera/Century West will review up to eight (8) electrical and/or lighting related submittals.

Assumptions

- The City will collect and distribute submittals and responses to/from the Contractor.

Deliverables

- Review and response of submittals (PDF)

Task 3.3 – Request for Information (RFI) Review & Response

KPFF and Trindera/Century West will review and respond to RFIs received during construction. Below is the total number of RFIs to be reviewed by each firm:

- KPFF – 15
- Trindera/Century West – 5

Assumptions

- The City will collect and distribute RFIs and responses to/from the Contractor

Deliverables

- Review and response to RFIs (PDF)

Task 3.4 – Meetings, Site Visits & Punchlist Walkthroughs

KPFF and Trindera/Century West will attend meetings, perform site visits (as needed) and participate in punchlist walkthroughs during the construction phase of the project. Below is the total number of assumed meetings, site visits and punchlist walkthroughs:

Meetings:

- KPFF – 10
- Trindera/Century West – 4

Site Visits:

- KPFF – 6
- Trindera/Century West – 4

Punchlist Walkthroughs:

- KPFF – 2
- Trindera/Century West – 2

Assumptions

- The City will coordinate and schedule meetings with the design team and the Contractor.
- Meetings are assumed to last one (1) hour and will occur via teleconference or phone.
- Site visits will occur on an as-needed basis and will be coordinated by the City. Travel for KPFF Seattle engineers is included for up to four (4) site visits. All other site visits will be performed by KPFF Spokane engineers.
- Assume one (1) weekly meeting for the 1st project construction month and one (1) meeting per month thereafter. Total duration is seven months.

Deliverables

- Attendance to meetings, site visits and punchlist walkthroughs.
- Punchlist items (PDF)

Task 3.5 – Special Structural Inspection

KPFF bridge engineers will inspect the South Bridge following the removal of the bridge deck and existing conduits. The purpose of the inspection is to determine the extent of the structural deterioration and provide specific direction to the Contractor in terms of the extent and type of steel repairs. If necessary, KPFF will provide updated repair details to supplement those already contained within the

design drawings. These repair details will be stamped and sealed by the KPFF EOR.

Results of the inspection and recommended repairs will be summarized in a brief technical memo which will be provided to the City.

Deliverables

- Special structural inspection
- Technical memo summarizing inspection findings
- Additional repair details, as needed. (PDF)

Task No. 3.6 – Record Drawings

As-built redlines will be provided to KPFF and Trindera/Century West from the City and Contractor after completion of construction. These redlines will be used to create Record Drawings. The Record Drawings will be prepared in accordance with the City's requirements and will not contain the stamp and seal of the engineer.

Assumptions

- The City will compile a complete red-line set of the Contractor's record drawings and distribute to the design team

Deliverables

- Draft Record Drawings (PDF)
- Final Record Drawings (PDF)

Consultant Evaluation Short List

[illegible]

Consultant Evaluation Short List

Recommendation:											
	Recommend contract award to highest qualified company - KPFF Consulting Engineers for ability, experience, and similar projects to the Riverfront Park Pedestrian suspension bridge.										

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Classification	Total Hours	X	Rate	=	Cost
Principal	15.00	X	\$ 76.93	=	\$ 1,153.95
Project Manager	152.00	X	\$ 64.62	=	\$ 9,822.24
Senior Engineer	350.00	X	\$ 60.99	=	\$ 21,346.50
Design Engineer	142.00	X	\$ 32.70	=	\$ 4,643.40
CADD Technician	92.00	X	\$ 46.16	=	\$ 4,246.72
Admin	10.00	X	\$ 36.35	=	\$ 363.50
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 41,576.31
Overhead (OH) Cost					
OH Rate x DSC of	140.56%	X	\$41,576.31	=	\$ 58,439.66
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$41,576.31	=	\$ 12,472.89
<i>Direct Labor Subtotal</i>					\$ 112,488.86
Reimbursable Items					
Mileage	(## Miles x \$0.585/mile)			\$	-
Airfare	8 trips @ \$250 per trip			\$	2,000.00
Per Diem	(Hotel + Meals @ \$265 x 4 trips)			\$	1,060.00
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ 3,060.00
Subconsultant Total:					\$13,452.00
GRAND TOTAL:					\$129,000.86

base scope includes up to maximum of \$51,134 in prime consultant fees

January 26, 2022		KPFF Consulting Engineers							KPFF
Riverfront Park Bridge Renovation - Construction Support Services		Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Admin	Title 20	
Item	SCOPE OF WORK	\$76.93	\$64.62	\$60.99	\$32.70	\$46.16	\$36.35	\$0.00	2.7056
1	PROJECT MANAGEMENT AND ADMINISTRATION								
1.1	Invoices and Progress Reports		10				10		\$2,732
	Labor Subtotal:		10	0	0	0	10	0	\$2,732
	Reimbursables:								
2	BID DOCUMENT UPDATES & BID SUPPORT								
2.1	Coordination with City		20						\$3,497
2.2	Update Bid Plans	8	8	60	24	68			\$23,581
2.3	Update Bid Specifications	4	6	34	12				\$8,554
2.4	Update Cost Estimate & Bid Items List	2	4	26	20				\$7,175
2.5	Pre-Bid Meeting & Bidder Questions		6	8					\$2,369
2.6	Addenda	1	4	8		8			\$3,227
	Labor Subtotal:	15	48	136	56	76	0	0	\$48,402
	Reimbursables:								
3	CONSTRUCTION SUPPORT SERVICES								
3.10	Coordination With City		24						\$4,196
3.20	Submittal Review & Response		4	88	28				\$17,698
3.30	Request for Information (RFI) Review & Response					8			\$14,077
3.40	Meetings, Site Visits & Punchlist Walkthroughs								\$13,790
3.50	Special Structural Inspection								\$8,925
3.60	Record Drawings					8			\$2,669
	Labor Subtotal:	0	94	214	86	16	0	0	\$61,355
	Reimbursables:								\$3,060
	Labor Sum:	15	152	350	142	92	10	0	\$112,489
	Reimbursable Sum:								\$3,060
	TOTAL:								\$115,549

task 3 not included
in base scope

prime consultant
base scope

Exhibit D-1

Trindera

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Classification	Total Hours	X	Rate	=	Cost
SR ENG	60.00	X	\$ 174.00	=	\$ 10,440.00
SR DFT	22.00	X	\$ 127.00	=	\$ 2,794.00
PC/ADMIN	2.00	X	\$ 109.00	=	\$ 218.00
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 13,452.00
Overhead (OH) Cost					
OH Rate x DSC of	0.00%	X	\$13,452.00	=	\$ -
Fixed Fee (FF)					
FF Rate x DSC of	0.00%	X	\$13,452.00	=	\$ -
<i>Direct Labor Subtotal</i>					\$ 13,452.00
Reimbursable Items					
Mileage	(## Miles x \$0.585/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
GRAND TOTAL:					\$13,452.00

January 26, 2022		Trindera			TD
Riverfront Park Bridge Renovation - Construction Support Services		SR ENG	SR DFT	PC/ADMIN	
Item	SCOPE OF WORK	\$174.00	\$127.00	\$109.00	1.0000
1	PROJECT MANAGEMENT AND ADMINISTRATION				
1.1	Invoices and Progress Reports				
Labor Subtotal:		0	0	0	\$0
Reimbursables:					
2	BID DOCUMENT UPDATES & BID SUPPORT				
2.1	Coordination with City				
2.2	Update Bid Plans	8	18		\$3,678
2.3	Update Bid Specifications	4			\$696
2.4	Update Cost Estimate & Bid Items List	8			\$1,392
2.5	Pre-Bid Meeting & Bidder Questions	4	2		\$950
2.6	Addenda				
Labor Subtotal:		24	20	0	\$6,716
Reimbursables:					
3	CONSTRUCTION SUPPORT SERVICES				
3.10	Coordination With City	3		1	\$631
3.20	Submittal Review & Response	33	2	1	\$6,105
3.30	Request for Information (RFI) Review & Resp				
3.40	Meetings, Site Visits & Punchlist Walkthrough				
3.50	Special Structural Inspection				
3.60	Record Drawings				
Labor Subtotal:		36	2	2	\$6,736
Reimbursables:					
Labor Sum:		60	22	2	\$13,452
Reimbursable Sum:					\$0
TOTAL:					\$13,452

subconsultant
base scope

task 3 not included
in base scope

base scope includes up to maximum of \$6,716 in subconsultant fees

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	Feb. 8, 2022		
Requester	Mark Poirier	Phone number: 509.625.4653	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	2022 Golf/Parks chemical/fertilizer value blanket (not to exceed \$225,000)		
Begin/end dates	Begins: 03/01/2022	Ends: 02/28/2023	<input type="checkbox"/> Open ended
Background/history: This annual bid goes out to distributors each spring, for various turf chemicals used throughout Golf and Parks. With new products, rising shipping, fuel and fertilizer costs, this gives Golf and Parks the best chance at the lowest prices and locks us in for a year to help with consistent pricing. Attached is the tabulation sheet for these quotes as prepared by City Purchasing Department using state purchasing guidelines.			
Motion wording: Approve the 2022 Golf/Parks chemical/fertilizer value blanket in the amount not to exceed \$225,000			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Mark Poirier Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$225,000.00 (distributed over 4 budget codes) Budget code: 4600-55200-76680-53201 4600-55300-76680-53201 4600-55400-76680-53201 4600-55500-76680-53201			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Soil Technologies

Horizon 602-541-797

Planet Turf 601-952-246

09-30-2022

06-30-2022

Helena

Wilbur-Ellis

Simplot Partners

600-618-698

178-013-238

134-001-535

06-30-2022

08-31-2022

Updated: 10/21/2019 3:23 PM

Soil Technologies Corp.	HORIZON DIST.	PLANET TURF	Helena Agri-Enterprises	WILBUR ELLIS	SIMPLOT PARTNERS
2103 185th Street	4004 E Francis Ave	6422 E 2nd Ave	4802 N Florida st	12001 E EMPIRE AVE	11600 NE Marx St
Fairfield, IA 52556	Spokane WA 99217	Spokane WA 99212	Spokane, WA 99217	Spokane Valley, WA 99206	Portland OR 97220
VB#	VB#	VB#	VB#	VB#	VB#
xavier@soiltechcorp.com	nick.newman@horizonturf.com	jim@planeturfusa.com	conciennec@helenaagri.com	bradford@wilburellis.com	erik.boley@simplot.com
(641) 472-6189	(208)929-2522	(509) 921-5421	(509)795-9175	(509) 994-4735	(971) 219-9959

Reference Number	Description	UOM						
Fertilizers								
1	0-0-50 Standard Grade	50 lb bag					\$30.96	
2	0-0-50 Standard Grade	1000 lb bag					\$619.17	
3	16-16-16 Standard Grade	50 lb bag			\$40.00	\$23.00	\$25.74	
4	Earthworks Replenish 5-4-5 greens grade	50 lb bag					\$33.00	
5	Earthworks Replenish 10-2-5 greens grade	50 lb bag					\$41.00	
6	Earthworks Myco-Replenish 3-3-3 greens grade	50 lb bag					\$38.00	
7	Earthworks Replenish 16-0-5 standard grade	50 lb bag					\$50.00	
8	Earthworks Replenish 8-2-2 standard grade	50 lb bag					\$25.00	
9	Helena Pro-Mate 23.9-11.7-3.8 standard grade	50 lb bag				\$39.63		
10	Nucleus 0-0-21	5 gal				\$75.00		
11	Hydra-Hume 0-0-1	5 gal				\$75.00		
12	Super Trace 2-0-4 6%FE	2.5 gal					\$43.45	\$72.50
13	9-1-3 EcoGreen w/Humic Acid Greens Grade	50 lb bag						
14	43-0-0 Gal-Xe Standard Grade	50 lb bag						
15	28-7-14 40% PCSU w/Infiltrate	50 lb bag					\$33.00	
16	47-0-0 Umazz Mini	50 lb bag					\$39.31	
17	47-0-0 Urea Feed Grade	50 lb bag					\$29.18	
18	ASN 26-0-0 Best FusN	50 lb bag						\$32.00
19	28-3-6 80% MU 1.5% Fe 2 particle blend BEST	50 lb bag						
20	25-3-15 Mini Eagle Wilgro plus Infiltrate	50 lb bag					\$39.00	
21	25-3-15 Mini Eagle Wilgro	50 lb bag					\$37.00	
22	30-1-9 Best w/Gal-Xe One	50 lb bag						
23	Andersons 18-0-4 w/Dimension	50 lb bag					\$43.27	
24	12-8-16 pro-prills Best Standard Sgn	50 lb bag						
25	12-8-16 pro-prills Best Mini Sgn	50 lb bag					\$616.82	
26	24-4-16 Mini-Durance Wil-Gro	50 lb bag					\$38.89	
27	Microgreens 10-4-16 Best greens grade	50 lb bag						
28	44-0-0 HCU humic coated urea, Andersons 215 sgn	50 lb bag					\$46.80	
29	Andersons 13-2-13 100 sgn	50 lb bag					\$55.60	
30	21-3-5 w/Surge	50 lb bag			\$75.00		\$39.00	
31	Andersons 16-0-9 w/Surge Mini	40 lb bag					\$39.23	
32	Wil-Gro Long Distance 25-4-12	50 lb bag					\$34.00	
33	23-0-11 50% UMAXX eq. 46-0-0, 50% K-Mag 0-0-22	50 lb bag					\$30.00	
34	Andersons DG 12-3-12 greens grade	40 lb bag					\$59.15	
35	Andersons DG 14-7-14 greens grade	40 lb bag					\$63.89	
36	Turface MVP Infield Conditioner	50 lb bag		\$9.63			\$17.64	
37	SuperCal SO4 standard sgn plus Infiltrate	50 lb bag					\$16.84	
38	SuperCal SO4 standard sgn	50 lb bag		\$13.00			\$14.84	
39	Tru Gyp prilled standard sgn 210	50 lb bag						
40	Amend Simplot	260 gal						
41	Amend Simplot	2.5 gal						
Grass Seed								
1	Alpha Bentgrass non coated	25 lb bag				\$312.50	\$234.37	
2	Pure Distinction Bentgrass non coated	25 lb bag			\$537.50	\$625.00	\$468.75	
3	L-93 XD Bentgrass non coated	25 lb bag				\$375.00	\$281.25	
4	T-1 Bentgrass	25 lb bag				\$365.00		
5	CSI Creeping Ryegrass	50 lb bag						
6	70% Turf type tall fescue 30% KBG Blend	50 lb bag				\$130.00	\$162.50	
7	70/80% KBG 30/20% PRG	50 lb bag				\$175.00	\$192.00	
8	Regenerating Perennial Ryegrass Certified	50 lb bag				\$175.00	\$186.87	
Fungicides								
1	Headway G	30 lb bag				\$60.00	\$60.90	
2	Affirm	2.4 lb bag			\$258.24	\$258.24	\$258.24	
3	Chipco 26019	2.5 gal				\$150.00	\$159.27	
4	Dorado	2 gal				\$180.00	\$148.00	
5	Fame + C (AGENCY)	2.5 gal				\$491.43	\$491.43	

6	Insignia Sc Intrinsic (AGENCY)	30.5 oz				\$496.54	\$496.54	
7	Previa	2.5 gal				\$112.50	\$98.62	
8	Instrata (Volume Order >25 gals) (AGENCY)	2.5 gal				\$375.11	\$375.15	
9	Turficide 400 PCNB	2.5 gal	\$163.55	\$163.55		\$163.55	\$163.55	
10	Velista (AGENCY)	22 oz				\$243.69	\$243.76	
11	Premion	2.5 gal				\$208.00	\$208.00	
12	Signature XTRA STRESSGUARD (AGENCY)	5.5 lb				\$176.23	\$176.22	
13	Maxtima (AGENCY)	26 oz				\$210.60	\$210.60	
14	Tekken	2.5 gal				\$375.00	\$375.00	
15	Navicon (AGENCY)	37 oz				\$497.28	\$497.28	
16	Secure Action (AGENCY)	0.5 gal				\$405.32	\$405.32	
17	Segway SC	39.2 oz		\$415.00		\$415.00	\$415.00	
18	Union SC	2.5 Gal				\$267.00	\$667.50	
19	Appear II (AGENCY)	2 Gal				\$328.28	\$328.30	
20	Pedigree SC	2.5 Gal				\$765.63	\$765.62	
21	Densicor(AGENCY)	51 oz				\$604.20	\$604.20	
22	Ascernity (AGENCY)	1 Gal				\$458.19	\$458.19	
Generic Fungicides (any brand)								
1	Chlorothalonil	2.5 gal	\$101.00	\$75.00		\$95.00	\$94.41	
2	Propiconazole 14.3%	2.5 gal	\$283.00	\$130.00		\$200.00	\$117.20	
3	Iprodione	2.5 gal	\$204.00	\$179.00		\$150.00	\$147.05	
4	Fluazinam	1 gal		\$290.00			\$228.00	
5	Tebuconazole	1 gal	\$105.00	\$66.00		\$80.00	\$79.88	
6	Thiophanate-Methyl	2.5 gal	\$177.00	\$100.00		\$105.00	\$134.67	
7	Azoxystrobin 50 WDG	1 lb	\$128.00	\$125.00		\$125.00	\$111.78	
Wetting Agents								
1	Aristocracy	2.5 gal				\$212.50		
2	Duplex	20 gal		\$697.00			\$788.60	
3	Rely III	2.5 Gal						\$175.00
4	Rely III	30 Gal						\$2,250.00
5	Rely 2	30 gal						\$2,250.00
6	Dispatch	30 Gal	\$1,300.00				\$1,131.00	\$1,370.00
7	Soaker +	2.5 Gal				\$120.00		
8	Soaker +	30 Gal				\$1,440.00		
9	Vivax	20 gal		\$1,609.00			\$1,441.80	
Herbicides								
1	Gallery Sc	2 gal				\$1,362.00	\$1,362.00	
2	Defendor	32 oz		\$184.00		\$184.00	\$184.00	
3	Specticle Total	144 oz				\$85.00	\$76.42	
4	Dimension/Defender combo pack	2 gal		\$1,122.00		\$1,122.00	\$1,122.00	
5	GameOn	2.5 gal				\$132.50	\$132.50	
6	On Deck	2.5 gal				\$125.00		
7	Glyphosate 41%	2.5 gal		\$130.00		\$100.00	\$85.00	
8	Speedzone EW	2.5 gal	\$230.94			\$217.38	\$217.37	
Other								
1	Podium	1 gal				\$165.00	\$137.69	
2	Cutless MEC (AGENCY)	2.5 gal		\$1,136.65		\$454.66	\$1,136.65	
3	In-Place	2.5 gal					\$128.55	
4	Castaway	50 lb		\$80.00				
5	Peaco peat moss hypnum peat	2.0 cbft					\$10.70	
6	Premier Pro Mix HP w/Mycorrhizae	3.8 cbft					\$38.71	
7	Premier Pro Mix HP	3.8 cbft					\$39.00	
8	Bac-Pack, Soil Tech Corp	2.5 gal	\$610.10					
9	Anuew	1.5 lb		\$117.15		\$117.15	\$117.15	
10	Quanta	2.5 Gal				\$112.50		
11	DuraPhite 12	2.5 Gal						\$145.00
12	Oskie	2.5 Gal				\$150.00		

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2021 Highlights: SYSCA Centers

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2021 SYSCA Quarterly / YTD Totals Attendance / Volunteers

Center	Attendances By Quarter				YTD -Attendance	YTD - Volunteer Hrs
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Totals	Totals
NE Youth Ctr	29,729	32,887	53,823	31,435	147,874	1,442
West Central CC	12,674	14,905	24,651	13,291	65,524	574
Southwest CC	179	864	726	618	2,387	4,022
East Central CC	1,332	1,218	2,562	1,920	7,032	92
Hillyard Sr Ctr	2,092	6,258	13,310	12,128	33,788	5,628
Southside AC	1,946	11,346	8,834	5,620	27,746	2,681
Corbin Sr Ctr	1,315	84,256	11,530	13,839	35,110	8,135
Mid City Concerns	0	161	862	1,788	2,811	1,580
Sinto Sr Ctr				9,517	9,517	898
Project Joy	85	437	702	1,308	2,532	3,398
Grand Totals	49,354	152,332	117,000	91,464	334,321	28,450

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Senior Programs!

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Hillyard Senior Activity Center



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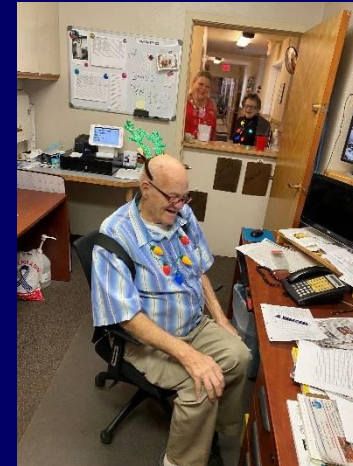
Sinto Senior Activity Center

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Corbin Senior Activity Center



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Southside Community Center

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Mid City Concerns

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Project Joy



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Youth Programs!

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Northeast Youth Center

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**Spokane Youth
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West Central Community Center

During the 4th quarter of 2021 our kids were able to:

Celebrate with fun activities, costumes and of course.. Lots of popcorn & candy at our Halloween Fair



Jump their hearts out at the Flying Squirrel Trampoline Park

Participate in learning life skills through sports, at no charge, in the Syhawks program



SYSCA

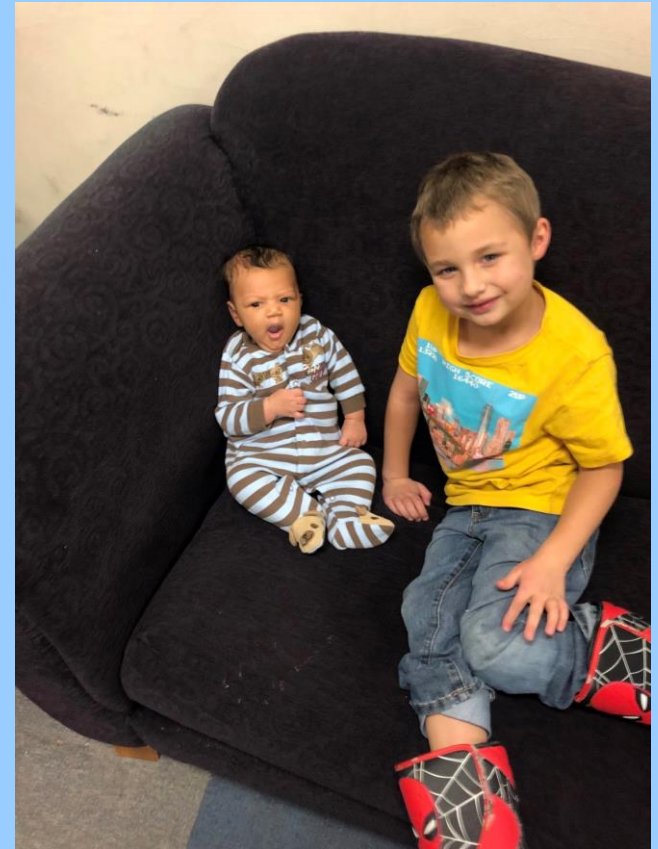
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SouthWest Spokane Community Center



Andrew was one of our youth then became our youth director.

He now stops by with his son. As you can see the youth love their visit's!



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MLK Community Center



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THANK YOU!

For your continued support of
our Youth & Senior recreational
programs and services!



Spokane Park Board

Briefing Paper



Committee	Nomination Ad Hoc		
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	CPR 1981-0402		
Item title: (Use exact language noted on the agenda)	Nomination Committee recommendation/2022 slate of Park Board officers		
Begin/end dates	Begins: 02/10/2022 Ends: 02/09/2023 <input type="checkbox"/> Open ended		
Background/history: Per Section 11 of the Park Board Bylaws, the Park Board shall elect a president, vice president and secretary at its regular February meeting each year. This year's Nomination Committee, consisting of Bob Anderson as chair, Sally Lodato, Kevin Brownlee and Hannah Kitz, will offer its recommendation to the Park Board for the board's consideration and approval.			
Motion wording: Move to approve the 2022 Park Board slate officers as recommended by the Nomination Committee to appoint Jennifer Ogden as president, Bob Anderson as vice president and Garrett Jones as secretary.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: <p style="text-align: right;">pclarke@spokanecity.org</p>			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board February 2022	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2026						✓ -	Chair	✓ -	✓	
Bob Anderson – Vice President banderson@spokanecity.org	2022		✓ -		✓ -	Chair			Alt.	Chair	
Garrett Jones – Secretary gjones@spokanecity.org	N/A										
Sumner, Nick nsumner@spokanecity.org	2025	Chair			✓ -	✓		✓ -			CF Alt.
Hannah Kitz hkitz@spokanecity.org	2025	✓ -		✓ -							
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓ -	✓ -					CF
Sally Lodato slodato@spokanecity.org	2022			✓ -	Chair			✓ -			
Vacant											
Gerry Sperling gsperling@spokanecity.org	2024	✓ -	Chair			✓ -				✓	
Kevin Brownlee kbrownlee@spokanecity.org	2023	✓ -		✓ -					✓ -		
Barb Richey brichey@spokanecity.org	2024		✓ -						✓ -		PF
Jonathan Bingle jbingle@spokanecity.org	N/A										CC

PF = SpokaneParks Foundation

CF = Conservation Futures

CC = City Council

Revised: 02/01/2022

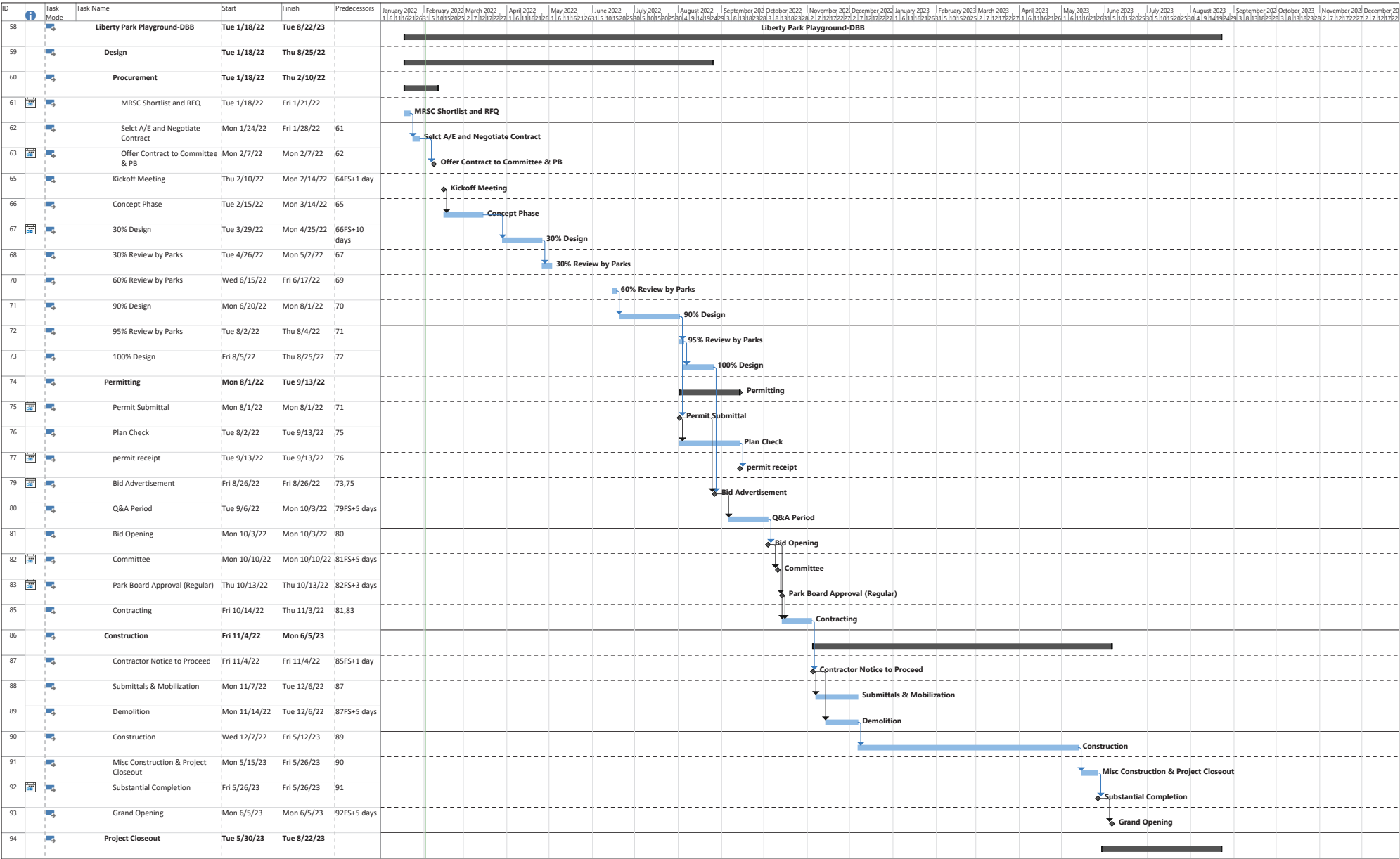
Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Feb. 2, 2022		
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	MTLA design services contract/Liberty Park playground (\$55,955, tax exempt)		
Begin/end dates	Begins: 02/14/2022 Ends: 06/30/2023 <input type="checkbox"/> Open ended		
Background/history: As part of the Parks capital improvement plan, the 2019 Liberty Park master plan, and recent opening of the Liberty Park Library, the Parks department is offering this playground design contract to the Park Board for action. Liberty Park Playground improvements will be in excess of 4,000sf and include play equipment for ages 2-12 years, lighting and electrical, earthworks, landscape and irrigation, concrete flat work, and other incidental improvements. The design team will offer concept drawings for additional value-added improvements, such as restroom renovation/replacement and pavilion upgrades. The construction budget is targeted at \$500,000.			
Motion wording: Move to approve MTLA design services contract at Liberty Park in the amount of \$55,955, tax exempt, from Park Capital Funds.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Michael Terrell Email address: mterrell@mt-la.com Phone: 509 922-7449			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Pamela Clarke Requester: Berry Ellison bellison@spokanecity.org Grant Management Department/Name: gjones@spokanecity.org			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$55,955 Budget code: 1950			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-368-643 Business license expiration date: 1/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			







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

Date: February 7, 2022

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

Phone: (509) 625-6276

Project: Liberty Park Playground | **Project Number:** 22-007
Address: 799 N Chestnut St, Spokane, WA 99201

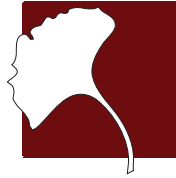
Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for a playground and associated improvements at Liberty Park. The improvements include of a new community playground, basketball court and associated improvements. The scope includes site evaluation, concept development, coordination with parks staff, preparation of construction documents, bidding and construction administration.

Tasks	Fees
Task 1.0 Site Evaluation and Project Scoping	
1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and improvements.	
1.2 Survey, site improvements and as-built drawings to be provided by city of Spokane.	
1.3 Field Investigation The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey and evaluation of existing utilities is anticipated to be completed by Spokane Parks. City of Spokane to provide additional any available information about existing irrigation systems/layout, existing subsurface conditions and utilities. In addition, we will review existing park and open space conditions in conjunction with interviews with parks maintenance and managers associated with the project. We will utilize available maps and ortho photos augmented by survey information, on-site verification and discussions with staff. The team will document existing conditions, problem areas, landscape features, opportunities and constraints.	



1.4	Conduct site visit to document existing conditions and evaluate existing improvements. Discuss and identify improvements that staff remove prior to completion of design.	
1.5	Develop Opportunities and Constraints Mapping MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for the park. This map will serve as the basis for schematic design. Mapping to include: <ul style="list-style-type: none"> Utility locations: sewer, electrical, water Site circulation and relationships to existing street frontages and improvements. Existing irrigation system to be modified and locations of existing/new point of connections. 	
1.6	Meetings: <ul style="list-style-type: none"> Two meetings between consultant team and city staff. 	
1.0 Site Evaluation and Project Scoping, Subtotal:		\$3,350.00
Task 2.0 Permitting, Design Review and Public Meetings		
2.1	Permitting We will prepare plans / exhibits for permitting. Applications to be prepared by Parks Staff. Potential applications / permits include playground permit and design review application.	
2.2	Design Review: prepare application for Design Review as directed by parks staff.	
2.3	Present design to neighborhood at one public meeting.	
Task 2 Deliverables <ul style="list-style-type: none"> a. One pre-application meeting with city staff. b. Design Review Application and two presentations to City of Spokane Design Review Board c. One Neighborhood Council Meeting / Presentation. d. One Presentation to Lands Committee 		
2.0 Permitting, Design Review and Public Meetings, Subtotal:		\$4,750.00
Task 3.0 Conceptual Design: Restroom / Shelter and Pavilion		
Scope of work for South Henry Studios.		
3.1	As-built Drawings: Measure two structures. Create AutoCAD drawings of the interior of both buildings and tie into survey into usable drawings for the purpose of conceptual design and the creation a SketchUp model.	
3.2	Exterior Remodel: Work with Landscape Architect and Parks Department Project Manager to conceptualize the remodel the exteriors of toilet room and picnic shelter using a 3D SketchUp model and 2D elevations. Exterior improvements may include;	



<ul style="list-style-type: none">• Entry Elements, Enhanced Parapet• Sunshades/Awnings• New storefront & Garage doors• Exterior Materials, Signage and/or paint colors• Planters, Shade devices and exterior seating <p>3.3 Toilet Room Floor plans: Create up to (4) separate toilet rooms concepts showing various way to meet accessibility criteria and provide usable and serviceable toilet rooms for the park and play areas.</p> <p>3.4 ROM Budget: After hearing input from the park board the architect shall refine up to two of the presented schemes and provide ROM pricing to compare the relative cost of those solutions.</p> <p>Task 3 Meetings</p> <p>a. Two design meetings to review in progress work and final concept designs. Additional meetings to be billed at \$800 per meeting (South Henry).</p>	
3.0 Conceptual Design: Restroom / Shelter and Pavilion, Subtotal:	\$5,280.00
Task 4.0 Schematic Design	
<p>4.1 Concept Design: Prepare concepts for the playground, basketball court and adjacent park improvements. Playground to include tot area and 5–12-year-old play area.</p> <p>4.2 Prepare Schematic Design drawings and preliminary cost estimate based on preferred conceptual plan for review and approval by City of Spokane Parks and other departments as required. Design development documents will include:</p> <p>a. Demolition Plan</p> <p>1. Removal of existing improvements.</p> <p>b. Construction Plans for site improvements. Including:</p> <p>1. Grading and staking plans.</p> <p>2. Playground</p> <p>3. Basketball Court</p> <p>c. Irrigation (Restoration of existing system disturbed by construction, equipment specification per park standards)</p> <p>d. Planting Plan</p> <p>e. Utility Plans: Water for drinking fountain, electrical. Electrical service and lighting for neighborhood park area and basketball court. restroom only.</p> <p>f. Construction Details</p> <p>g. Specifications (Sections 1-16) frontal documents for bidding to be prepared by City of Spokane parks staff. Technical specifications for landscape, irrigation, play equipment, and safety surfacing to be included in project manual. Civil and electrical specifications will be included on plans.</p> <p>4.2 Cost analysis: Provide detailed project construction cost analysis based on the Design Development drawings and specifications.</p>	



<p>4.3 Deliverables:</p> <ul style="list-style-type: none"> a. 30% Design Submittal for review by staff. Provide Owner with pdf copies of drawings and specifications when documents are approximately 30% complete. Coordinate with Owner's personnel to review documents. Revise documents based on Owner's review comments. Consolidated comments to be received within two weeks of submittal in order to be incorporated into Construction Documents. Attend meeting for review of documents with staff. <p>4.4 Meetings:</p> <ul style="list-style-type: none"> a. One coordination meeting with design team and City of Spokane parks staff. b. One meeting to deliver 30% Design package and review with staff. c. Comments by staff to be returned to consultant within two weeks of submittal in order to maintain schedule. 	
4.0 Schematic Design, Subtotal:	\$11,250.00
Task 5.0 Construction Documents	
<p>Revise Design Development documents as necessary to incorporate staff comments.</p> <p>5.1 Construction Documents</p> <ul style="list-style-type: none"> a. Demolition Plan – Coordinate with Owner for final demolition plan including demolition of existing hardscape, site improvements, irrigation equipment and tree/plant protection. b. Landscape Construction Plan – Prepare plans that define locations of site design elements. Specification of exterior pedestrian paving, signage, lighting, playground, playground containment, safety surfacing, basketball court, site furniture, materials, finishes, types, to coordinate with references to construction details, notes and specifications. c. Landscape Grading Plan – Provide grading plan for construction including necessary spot elevations, grades for construction of hardscape elements, notes and details. d. Electrical Engineering Plans – Prepare complete electrical plans for site lighting. KWR Electrical Engineering: \$4,400 allowance. e. Planting Plan – Preparation of planting plan in sufficient detail for bidding. The planting plans will indicate the locations, species, and sizes of trees, shrubs, vines and groundcovers with reference to necessary notes, details and specifications. f. Irrigation Plan – Preparation of irrigation plans in sufficient detail for bidding. The irrigation plans will indicate the type of irrigation equipment, valves, heads and nozzles, piping and other components with references to all necessary notes and details. g. Construction Details – Prepare all necessary details to convey the desired methods of construction of the site elements indicated on the Construction/Grading Plan. These will be of sufficient detail to accurately bid and construct the design elements. 	

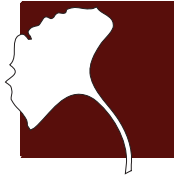


	<p>h. Planting and Irrigation Details – Preparation of all necessary details to convey the desired methods of the planting and irrigation installation of elements indicated on Planting and Irrigation Plans. These will be of sufficient detail to accurately bid and install these elements.</p>	
5.2	<p>Project Specifications – Finalize Division 1 through Division 16 specifications as required. Prepare complete bidding and specification package including Owner provided Division 0 section.</p>	
5.3	<p>60% and 90% Submittal for review by staff. Provide Owner with pdf copies of drawings and specifications when documents are approximately 60% and 90% complete. Coordinate with Owner’s personnel to review documents and field conditions. Revise documents based on Owner’s review comments. Consolidated comments to be received within two weeks of submittal in order to be incorporated into final bid documents. Attend meeting for review of documents with staff.</p>	
5.4	<p>Final Bid Documents (100%) for review by staff. Provide Owner with pdf copies of drawings and specifications when documents are approximately 100% complete. Coordinate with Owner’s personnel to review documents and field conditions. Revise documents based on Owner’s review comments. Consolidated comments to be received within two weeks of submittal in order to be incorporated into final bid documents. Attend meeting for review of documents with staff.</p>	
5.5	<p>Submittal of 100% complete plans and specifications for review and bidding. One bid package is included in this scope of work. Bidding of additional elements or separate bid packages would be included as an extra service.</p>	
5.6	<p>Cost Analysis – revise cost analysis and provide Owner with one (1) copy in .pdf or .xls format for review during 100% Submittal Review.</p>	
5.7	<p>Meetings:</p>	
	<p>a. 60%, 90% and 100% Review / Coordination Meetings</p>	
<p>5.0 Construction Documents, Subtotal:</p>		<p>\$28,975.00</p>
<p>Task 6.0 Bidding</p>		
6.1	<p>Bidding</p> <ul style="list-style-type: none"> a. Provide Owner with two (2) sets of finalized, stamped construction drawings and specifications. Provide one (1) set of electronic (.pdf) finalized, stamped construction drawings. b. Respond to inquiries from bidders and prepare and issue addenda as necessary. c. Participate in one (1) pre-bid conference and site tour. d. Review and respond to requests from bidders for product substitutions. e. City of Spokane Parks to provide printing, issuing, updating and receiving bid documents to/from contractors. City to maintain plan holders list. Printing and mailing of bid documents is not included in proposal. 	



6.2	Meetings: a. Pre-bid conference and site tour	
6.0 Bidding, Subtotal:		\$1,400.00
Task 7.0 Construction Administration:		
7.1	Pre-Construction Meeting: Facilitate one (1) pre-construction meeting.	
7.2	Review/ process Contractor's submittals and other documents that includes, but are not limited to: shop drawings, product and material data and requests for information/clarifications (RFI's). Services shall include providing responses to Contractor as necessary, review of Owner-prepared change order proposal forms, and reviewing Contractor's proposed costs of Owner-approved changes in the work.	
7.3	Conduct a maximum of eight (8) site visit/construction meetings to review the progress of the Work and/or attend project meetings. Task shall include preparing a written report of each site visit and issuing copies to all concerned parties. a. Substantial Completion: Conduct one (1) substantial completion site visit for review of construction and prepare punchlist. Prepare document noting date of Substantial Completion. b. Final Completion: Conduct one (1) site visit to review status of final completion of the work and correction of previously noted punchlist items.	
7.4	Review Operation and Maintenance manuals prepared by Contractor. Review electronic record documents prepared by the Contractor.	
7.5	Deliver the following to Owner: a. Electronic record drawings on CD in AutoCAD 2018 format b. Operations and Maintenance Manual prepared by General Contractor and reviewed by design team.	
7.7	Meetings: Four (4) total meetings, site visits during construction.	
7.0 Construction Administration / Assistance, Subtotal (2% of Construction Budget):		\$10,000.00
Labor Total:		\$65,005.00
		\$55,005.00
Task 8.0 Expenses		
8.1	Mileage at \$.545 per mile Printing, parking and other miscellaneous expenses. Charged at actual times 1.1.	\$950.00
8.0 Expenses, Subtotal:		\$950.00
Total:		\$65,955.00
		\$55,955.00

Construction Administration to be negotiated at later date.



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

EXTENDED LANDSCAPE DESIGN SERVICES

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

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Design of retaining walls over four feet (4') in height.
- Topographic survey.
- Archeological survey.
- Geotechnical investigation.
- Design of restroom and utilities.
- Entitlements: permits or planning approvals not indicated above.
- Architectural or structural design of non-prefabricated buildings.

2018 MT-LA Hourly Rates:

Landscape Architect, Principal:	\$127.00
Landscape Architect:	\$78.50
Landscape Designer:	\$62.50

Sub-Consultant Services are charged at actual times 1.1.

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

Signature:  Date: 2/7/2022

Michael D. Terrell, ASLA
Michael Terrell ■ Landscape Architecture, PLLC.

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

Signature: _____ Date: _____

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	Feb. 8, 2022		
Requester	Garrett Jones		Phone number: 509-363-5452
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spokane School District 81 memorandum of understanding/Official dog park		
Begin/end dates	Begins: 02/10/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: As a part of the previously approved Inter-local Cooperation Agreement between SPS, the City of Spokane, Spokane Public Library, and Spokane Parks and Recreation and associated post closing memo, the City of Spokane and School District agreed to work together to determine the replacement location for the unofficial dog park displaced by the school district's construction of a new elementary school on Spokane's South Hill. Recognizing the need to both replace the unofficial dog park, and plan dog parks and off-leash areas citywide, Spokane Parks and SPS have determined need to enter an memorandum of understanding outlining roles and responsibilities regarding future dog parks.			
Motion wording: Motion to approve memorandum of understanding with Spokane School District 81 regarding the official dog park			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane School District 81 Name: TBD Email address: Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Garrett Jones Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: N/A Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

City Clerk's No. _____



City of Spokane

MEMORANDUM OF UNDERSTANDING

Title: OFFICIAL DOG PARK

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE**, a Washington State municipal corporation, by and through the Spokane Park Board, as ("City") and **SPOKANE PUBLIC SCHOOLS** - Spokane School District No. 81 - a first-class school district operating under Title 28A RCW as ("School District"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **BACKGROUND/PURPOSE.** Previously the Parties were party to that certain Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation involving agreements relating to certain real property, joint use of facilities, and allocation of responsibility for operating costs. Pursuant to a Post Closing Memorandum (Re: Real Property Purchase, Sale and Exchange Agreement), the City of Spokane and the School District agreed to work together to determine the location of the Unofficial Dog Park which will be displaced by the School District's construction of a new middle school on Spokane's South Hill (Carla Peperzak Middle School). The Parties acknowledge and agree that the Spokane Parks and Natural Lands Master Planning process should inform decisions around the need and priority areas for future dog parks / off leash areas within the City of Spokane.

Recognizing the need to both improve dog park / off leash amenities citywide and the need to identify and improve one specific location as an Official Dog Park in the general vicinity of the land previously used as an unofficial dog park ("Official Dog Park), the City agrees to complete a citywide 'Type, Size and Location' dog park study ("Study") by the end of 2022 to include participation by the School District.

2. **SCOPE OF AGREEMENT.** Each party is responsible for the following:

a. City Responsibilities

- i. The City shall complete & adopt a systemwide Park and Natural Lands Master Plan ("Park Plan") which shall outline all community park needs and establish the relative importance of dog parks as compared to other community desires.
- ii. Park Plan shall be complete and adopted by Park Board by end of second quarter 2022.
- iii. Upon completion of the Park Plan, the City and their agent(s) shall extrapolate from the Park Plan information related to dog parks and complete a citywide dog park 'type, size and location' study ("Study") to identify potential location(s), recommended size, preferred layout, typical improvements & amenities, and approximate average cost for future public dog parks within the City of Spokane.
- iv. To provide input during the Study, the City shall convene an advisory committee consisting of stakeholders from City staff, School District staff, the general public, and non-profit organizations serving dogs. The committee shall recommend the below for approval or disapproval by the Spokane Park Board:
 1. A preferred distribution of dog parks / off leash areas throughout the City of Spokane, identifying approximate locations
 2. The specific location for the dog park / off leash area on existing City of Spokane property to replace the land previously used as an unofficial dog park ("Official Dog Park")
 3. "Official Dog Park" size will be determined by available City property.
 4. Preliminary Improvement Plans for the Official Dog Park (as outlined below)
 - a. A site plan depicting proposed improvements including pedestrian and vehicular ingress and egress routes, fences, and porta-potty pads.
 - b. Improvements beyond those identified in section 4.a. above, will be agreed upon by the City Parks department and Spokane Public Schools based on scope and budget.
 - c. Character sketches illustrating the elevation and general appearance of the improvements.
 - d. The estimated cost of the proposed improvements.
 - e. A written recommendation from the advisory committee to the Park Board for acceptance of the submitted preliminary improvement plan.
- v. The Park Board shall approve or disapprove of the committee recommended dog park / off leash area distribution, recommended Official Dog Park location and recommended Official Dog Park Preliminary

Improvement Plans within 60 days from advisory committee's delivery of said recommendations. In the event the Park Board disapproves the committee recommendations in part or in all, the committee shall revise the proposed recommendations as deemed necessary by the advisory committee, and thereafter resubmit the plan to the Park Board for review and approval.

- vi. Upon Park Board approval of the committee recommendations, the Study advisory committee shall disband.
- vii. Within (120) days after Park Board approval of the recommended Official Dog Park location and preliminary layout plan, or as otherwise mutually agreed, the City and their agent(s), with input from the School District, shall prepare construction documents in substantial conformance with the approved preliminary layout plan for review and approval by the Parks Director or designee. Official Dog Park construction shall not commence with construction until receiving approval of construction documents by the Parks Director or designee with input from the School District Director of Capital Projects.
- viii. Study, proposed design and other supporting materials shall be complete prior to end of October 2022.
- ix. City shall designate a qualified person to manage, administer the detailed design and construction of the Official Dog Park, in cooperation with a School District qualified person to advise on the project. This designee shall ensure the facility is constructed in accordance with agreed upon improvement plans, governmental approvals, permits, and applicable laws.
- x. The City and their agents, at no cost of expense to the School District, shall maintain, operate, and repair the Official Dog Park, including improvements, at the same frequency and quality as is performed on The City's other properties in perpetuity. Maintenance activity shall commence on the Substantial Completion of the Dog Park. Maintenance, operation and repair activities include but are not limited to: litter & pet waste removal, sweeping, washing and cleaning of hardscapes (walkways, walls, etc.), touch up painting, trimming and mowing shrubs grasses and trees, weeding and top-off mulching of landscape planting beds, minor repair to site fencing and gates, minor repair to any structures, minor repair, cleaning and upkeep of fixtures, furnishings and equipment, and maintenance of ground surfacing (gravel, turfgrass, artificial turf, etc.) within the Dog Park.
- xi. The Official Dog Park may or may not be closed daily during the City Park hours of closure as listed within the Spokane Park Code as codified in

Chapter 12.06A of the Spokane Municipal Code, as may be amended, or as approved by the Parks Director or his designed. The Official Dog Park may not be closed for private use or rentals.

- xii. The City shall place appropriate signage notifying the public the Official Dog Park is open to the public and that the entirety of the Park Code applies to the Official Dog Park.

b. School District Responsibilities

- i. School District shall designate representative(s) to participate in City led dog park / off leash area advisory committee.
 - ii. School District shall, at its sole expense fund the design, engineering, construction, and otherwise development of the Official Dog Park on the City property pursuant to all government authorities and requirements from agencies having jurisdiction and in a manner and quality consistent with the recommendation included in the preliminary layout plan as recommended by the Study advisory committee and as adopted by the Park Board and agreed to by the School District, all at no cost or expense to the City.
 - iii. School District shall allow the City to request improvements identified in 2.a.iv.4.b above.
 - iv. The City shall own all improvements constructed on the Official Dog Park site.
- c. If the City and School District, through no fault of its own, has not achieved substantial completion of Official Dog Park by April of 2023 as is necessary to remove Temporary Dog Park from service, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the improvements are sufficiently complete in accordance with approved plans such that the public can occupy or utilize the improvements for their intended use.

3. COMPENSATION. No money is exchanged under this Agreement.

4. TERM. This agreement will be effective upon signature or _____, 2021 through_____.

5. TERMINATION. Either party may terminate this agreement with ten (10) days written notice to the other party.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

SPOKANE SCHOOL DISTRICT

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney