



Spokane Park Board Agenda

3:30 p.m. Thursday, July 14, 2022

In-person in Council Chambers, City Hall,
808 W. Spokane Falls Blvd., and
WebEx virtual meeting

Call in: 408-418-9388

Access code: 2484 474 1346

Park Board members

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Christina VerHeul

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/Committee-level items
 - 1) [June 9, 2022, regular Park Board meeting minutes](#)
 - 2) [Claims – July 2022 \(\\$2,346,447.73\)](#)
5. **Special guests**
 - A. None
6. **[Financial report and budget update](#):** Mark Buening
7. **Special discussion/action items**
 - A. [Q2 Marketing & Communications update](#) – No presentation, update included in agenda packet
8. **Committee reports – action items**

Urban Forestry Tree Committee: The July 5 meeting was canceled. – Kevin Brownlee

 - A. Action items: None

Golf Committee: July 12, 2022 – Gerry Sperling

A. [Fisher Construction Group, Inc., Construction contract/Downriver Golf Course roof renovation \(\\$403,424.59, tax inclusive\)](#)

Land Committee: The July 6 meeting was canceled. – Greta Gilman

A. Action items: None

Recreation Committee: July 6, 2022 – Sally Lodato

A. Action items: None

B. [Recreation summer update – Jennifer Papich](#)

Riverfront Park Committee: July 11, 2022 – Nick Sumner

A. [Friends of Riverfront Park memorandum of understanding – Jonathan Moog](#)

B. [AEG Presents NW concert production and booking services agreement amendment #1 – Amy Lindsey](#)

C. [Lancer Food Holdings concessionaire and catering services contract amendment #3 – Amy Lindsey](#)

D. [Idaho Central Credit Union sponsorship agreement – Amy Lindsey](#)

E. [Modern Construction & Consulting Services change order #1 \(\\$15,431.07, tax inclusive\) – Berry Ellison](#)

F. [TerraBella, Inc./Seeking Place site work \(\\$67,550, tax inclusive\) – Berry Ellison](#)

Finance Committee: July 12, 2022 – Bob Anderson

A. [2023 budget calendar and budget priorities](#)

Development & Volunteer Committee June 15, 2022 – Bob

Anderson A. Action items: None

9. **Reports**

A. President: Jennifer Ogden

B. Liaisons:

1. Conservation Futures – Nick Sumner

2. Parks Foundation – Barb Richey

3. City Council – Jonathan Bingle

C. Director: Garrett Jones

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/emails: [Candy Rogers Memorial Playground naming email](#)

12. **Adjournment**

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. Aug. 2, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. Aug. 3, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. Aug. 3, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. Aug. 8, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. Aug. 9, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. Aug. 9, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. July 20, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 3:30 p.m. Aug. 11, 2022, Council Chambers, lower level City Hall, and virtually via WebEx
- 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. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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, June 9, 2022
In person in Council Chambers and
virtual via WebEx

Park Board members

X Jennifer Ogden – President
X Bob Anderson – Vice President
X Garrett Jones – Secretary
X Nick Sumner
Greta Gilman (absent/excused)
X Sally Lodato
X Gerry Sperling
X Barb Richey
Hannah Kitz (absent/excused)
X Kevin Brownlee
Christina VerHeul (absent/excused)
Jonathan Bingle – City Council liaison
(absent/excused)

Parks staff

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Mark Poirier
Jonathan Moog
Kris Behr
Karin Cook
Pamela Clarke

Guests

Terri Fortner
Paul Knowles
Kelly Brown

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) May 12, 2022, regular Park Board meeting minutes
 - 2) Claims – May 2022
 - 3) McKinstry, Co., LLC on-call plumbing services for Park Operations additional encumbrance of \$17,800 (\$65,800 annually)
 - 4) McKinstry, Co. LLC on-call plumbing services for Park Operations (\$75,000 annually)
 - 5) Spokane County interlocal agreement/John H. Shields Park (no cost)
 - 6) Parks fleet replacement pilot program
 - 7) Lexicon DBA Heritage Links change order #4/Downriver Golf Course irrigation renovation (\$50,785.21, plus tax)
 -) Sno Valley Process Solution contract amendment (\$65,000)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #8, as presented.

Bob Anderson seconded.

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

5. **Special guests**

A. None

6. **Financial report and budget update** – Mark Buening presented the May financial report and budget update. The May operating expenditures for the Park Fund are approximately \$2.19 million more than the historic budget average. Year-to-date revenues are about \$824,000 above the budget average. Revenues are exceeding expenditures by approximately \$678,000. The May operating expenditures for the Golf Fund are about \$38,000 more than the budget average. Year-to-date revenues are almost \$104,000 more than the budget average. Revenues are exceeding expenditures about \$805,000 year-to-date.

7. **Special discussion/action items**

A. Park Board committee assignments/Christina VerHeul – Jennifer Ogden proposed newly-appointed Park Board member Christina VerHeul to serve on the following Park Board committees: Urban Forestry, Development & Volunteer and Joint Arts.

Motion No. 2: Jennifer Ogden moved to approve Christina VerHeul serve on the following Park Board committees: Urban Forestry, Development & Volunteer and Joint Arts.

Barb Richey seconded.

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

8. **Committee reports**

Urban Forestry Tree Committee: May 31, 2022, Kevin Brownlee

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. July 5, 2022, in the Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: The June 7 meeting was canceled. Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. July 12, 2022, in the Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: June 1, 2022, Kevin Brownlee

A. Avista Corporation donated conservation easement/Beacon Hill (no cost) – Nick Hamad introduced Paul Knowles who presented an overview of the Avista Corporation donated conservation easement at Beacon Hill. In February 2020, the Park Board authorized the acquisition of private property from willing sellers if purchased by the Spokane County Conservation Futures program. In May 2020, the Park Board authorized a resolution permitting Spokane Parks to jointly pursue \$1.5 million in Washington State RCO grant funding for the Make Beacon Hill Public Project. Grant funding was awarded through RCO for the project and all private property (~160 acres) was acquired. The Make Beacon Hill Public Project included donated conservation easements on 87 acres of property owned by Avista Corporation within the Make Beacon Hill Public project area. The approval and acceptance of this donated conservation easement by the city of Spokane will ensure its long-term protection. The existing public trails on this property are maintained by Evergreen Mountain Bike Alliance, which currently has an MOU with Spokane Parks.

Motion No. 3: Jennifer Ogden moved to approve the Avista Corporation donated conservation

easement at Beacon Hill as presented.

Barb Richey seconded.

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

A. Parks and Natural Lands Master Plan adoption (no cost) – Nick Hamad presented an overview of a proposed resolution to adopt the [Parks and Natural Lands Master Plan](#). In fall of 2019, Spokane Parks retained Design Workshop to update the Parks and Open Spaces Master Plan. In spring 2020, the project was put on hold due to Covid-19. In spring 2021, the project re-started and has been ongoing since that time. The master plan was created using various technical analyses and assessment, including feedback from an extensive 2021 public outreach campaign which engaged more than 5,300 residents through more than 26 public engagement opportunities. The plan has evaluated the city parks system and established four themes (land, water, people and legacy), 13 goals and recommended dozens of strategies to improve the City Parks system over the next 10+ years. The plan has also created a framework for prioritizing city park investment decisions, and established high priority capital, operational and policy action items for immediate and near term implementation.

Motion No. 4: Kevin Brownlee moved to approve the resolution to adopt the Parks and Natural Lands Master Plan.

Sally Lodato seconded.

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

B. The next scheduled meeting is 3:30 p.m. July 6, 2022, in the Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: The June 1 meeting was canceled. Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. July 6, 2022, in the Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: June 6, 2022, Nick Sumner

A. Riverfront dog park naming – Jonathan Moog presented an overview of the proposed naming of the Riverfront Park dog park. The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement and in alignment with Parks' naming policy. They are requesting the name "Spokane Humane Society Paw Park" for the life of the asset.

Motion No. 5: Nick Sumner moved to approve the naming the dog park the "Spokane Humane Society Paw Park" for the life of the asset.

Gerry Sperling seconded.

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

B. The next scheduled meeting is 4 p.m. July 11, 2022, in the Pavilion conference room at Riverfront Park, and virtually via WebEx.

Finance Committee: June 7, 2022, Bob Anderson

A. Action items: The action items were presented as consent agenda items.

B. The next regularly scheduled meeting is 3 p.m. July 12, 2022, in the Tribal conference

room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: May 18, 2022 – Bob Anderson

A. Action items: None

B. The next regularly scheduled meeting is 3 p.m. June 15, 2022, in the Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

Reports

A. President: Jennifer Ogden

- 1) Pamela Clarke retirement – Jennifer thanked Pamela for her work as administrative support to the Park Board. This is her last in-person Park Board meeting before her retirement set for July 29.
- 2) Hybrid meetings – As of June 1, all public meetings are required to have the option of in-person attendance. Today's Park Board is the first opportunity the board, staff and public have had the option to attend a Park Board meeting in person since the Covid shutdown in March 2020. Moving forward, Park Board and Park Board committee meetings will be hybrid meetings allowing citizens the opportunity to attend in-person or join virtually via WebEx.
- 3) Get involved in your parks – Jennifer encouraged citizens to get involved with their parks through volunteering, and joining or forming parks friends groups.

B. Liaisons

- 1) Conservation Futures – Nick Sumner. No updates were reported.
- 2) Parks Foundation – Today is Terri Fortner's last Park Board meeting as the Parks Foundation executive director. She will be leaving the foundation and pursuing other career endeavors in Spokane. The board thanked Terri for her work with parks and her devotion to the community.
- 3) City Council – Jonathan Bingle. No updates were reported.

C. Director: Garrett Jones

- 1) Clerical team – Garrett thanked Kris Behr, Karin Cook and Pamela Clarke for their work on coordinating the transition to hybrid public meetings.
- 2) Master Plan – Garrett thanked the board and staff for all the time and effort invested in the creation of the master plan. The next step will be to take the master plan resolution to City Council for final adoption. He explained this citizen-driven will set the course and direction for parks for years to come.
- 3) 2023 budget – Staff will present the board next year's budget priorities at the July 14 Park Board meeting. The board is scheduled to adopt the final budget in October which will come before City Council for final approval the following month.
- 4) Don Kardong Bridge funding support – Garrett announced City Council recently approved an additional \$750,000 towards the Don Kardong Bridge renovation project. These funds, combined with federally funding, brings the total funding support to \$2.95 million for the project. By receiving this funding support, Parks is able to place its funds toward a long list of neighborhood park improvement projects.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: Candy Rogers Memorial Playground naming proposal (2 emails)

12. **Adjournment:** The meeting was adjourned at 4:24 p.m.

13. **Meeting dates**

A. Committee meeting times: **(Committee meetings are held in-person and virtually via WebEx.)**

Urban Forestry Tree Committee: 4:15 p.m. July 5, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. July 6, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. July 6, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. July 11, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. July 12, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. July 12, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. June 15, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

B. Park Board: 3:30 p.m. July 14, 2022, Council Chambers, lower level City Hall, and virtually via WebEx

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

Minutes approved by: Jason Conley
Jason Conley, Parks and Recreation Executive Officer

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JUNE 2022 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 14, 2022**

PARKS & RECREATION:

SALARIES & WAGES	\$	940,295.61
MAINTENANCE & OPERATIONS	\$	567,934.64
CAPITAL OUTLAY	\$	54,056.74
DEBT SERVICE PAYMENTS	\$	145,696.21
PARK CUMULATIVE RESERVE FUND	\$	27,597.35

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	8,706.86
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GOLF:

SALARIES & WAGES	\$	164,718.23
MAINTENANCE & OPERATIONS	\$	142,574.26
CAPITAL OUTLAY	\$	26,949.78
DEBT SERVICE PAYMENTS	\$	267,918.05

TOTAL EXPENDITURES:	\$	2,346,447.73
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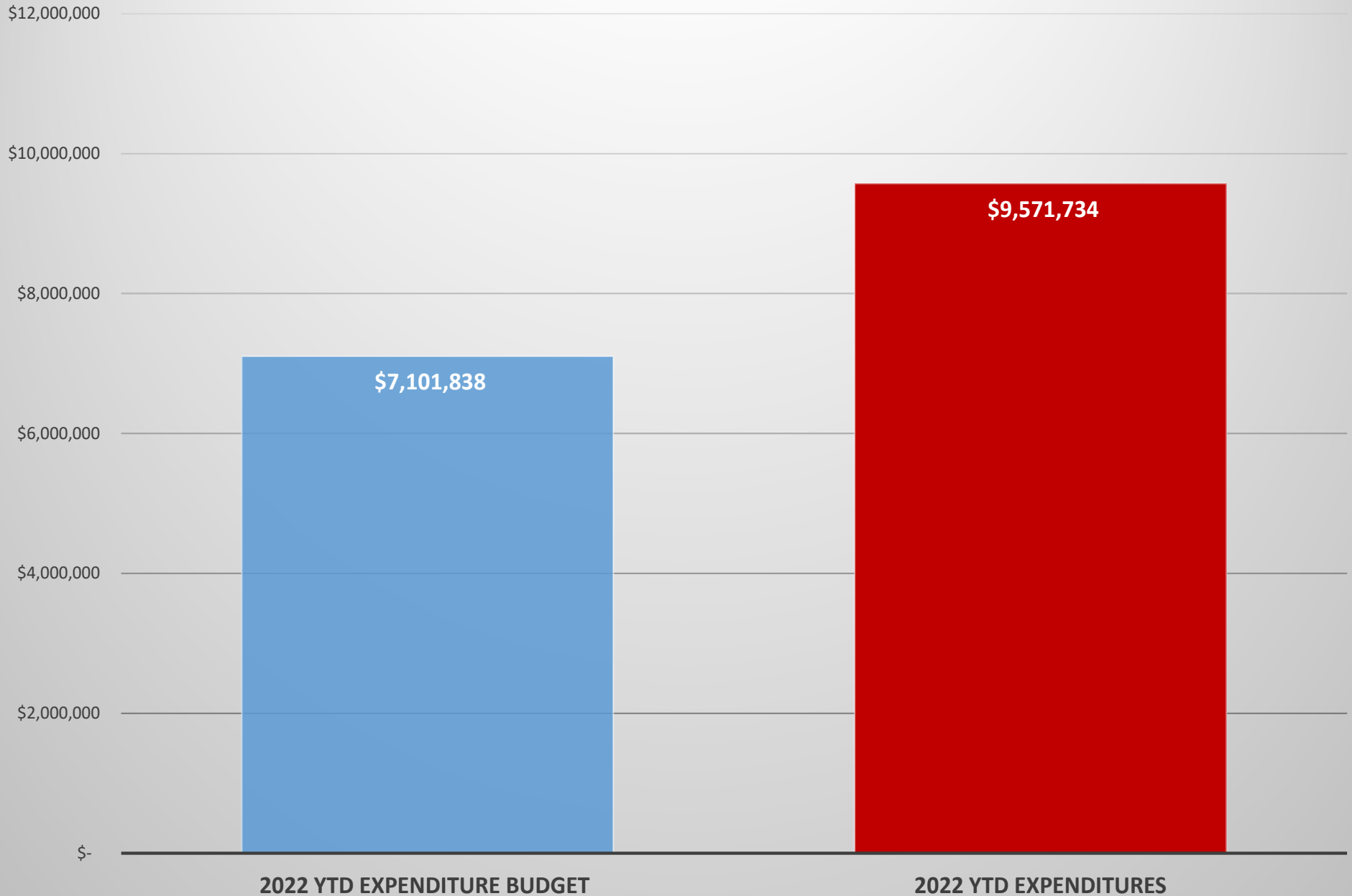
City of Spokane
PARKS
& RECREATION

Financial Reports

June 2022

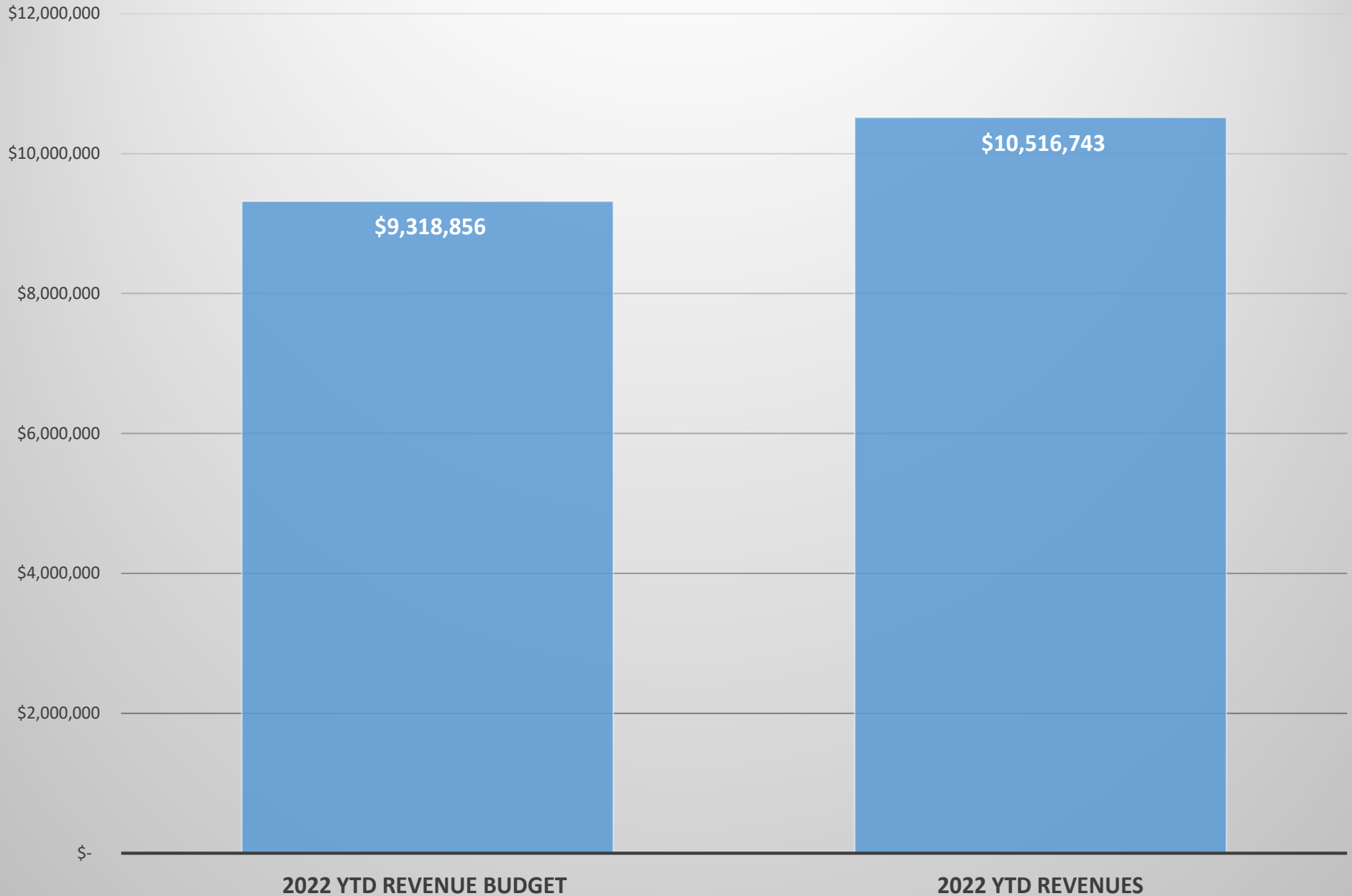
Park Fund

June 2022 Expenditures vs. Historical Budget Average



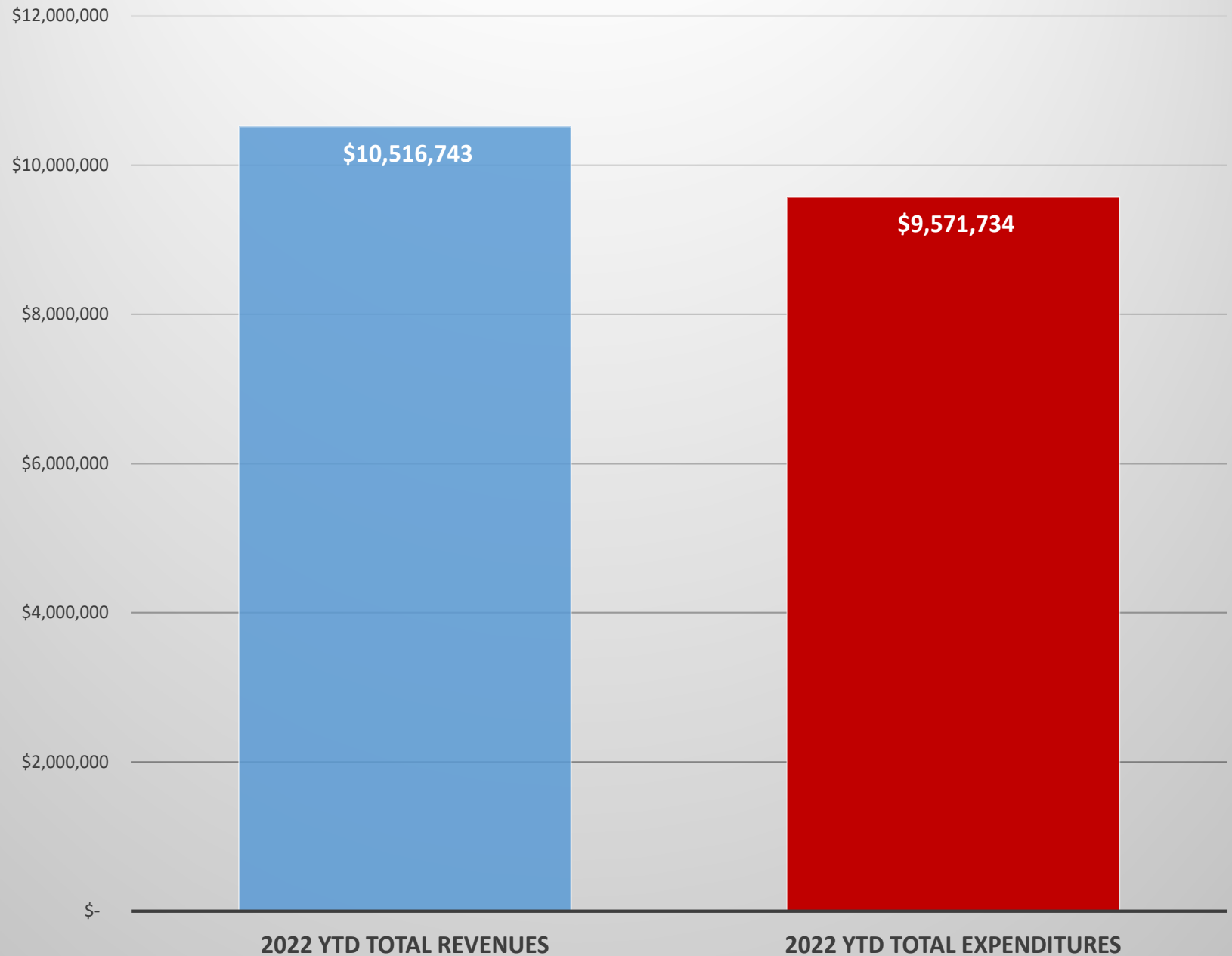
Park Fund

June 2022 Total Revenues vs. Historical Budget Average



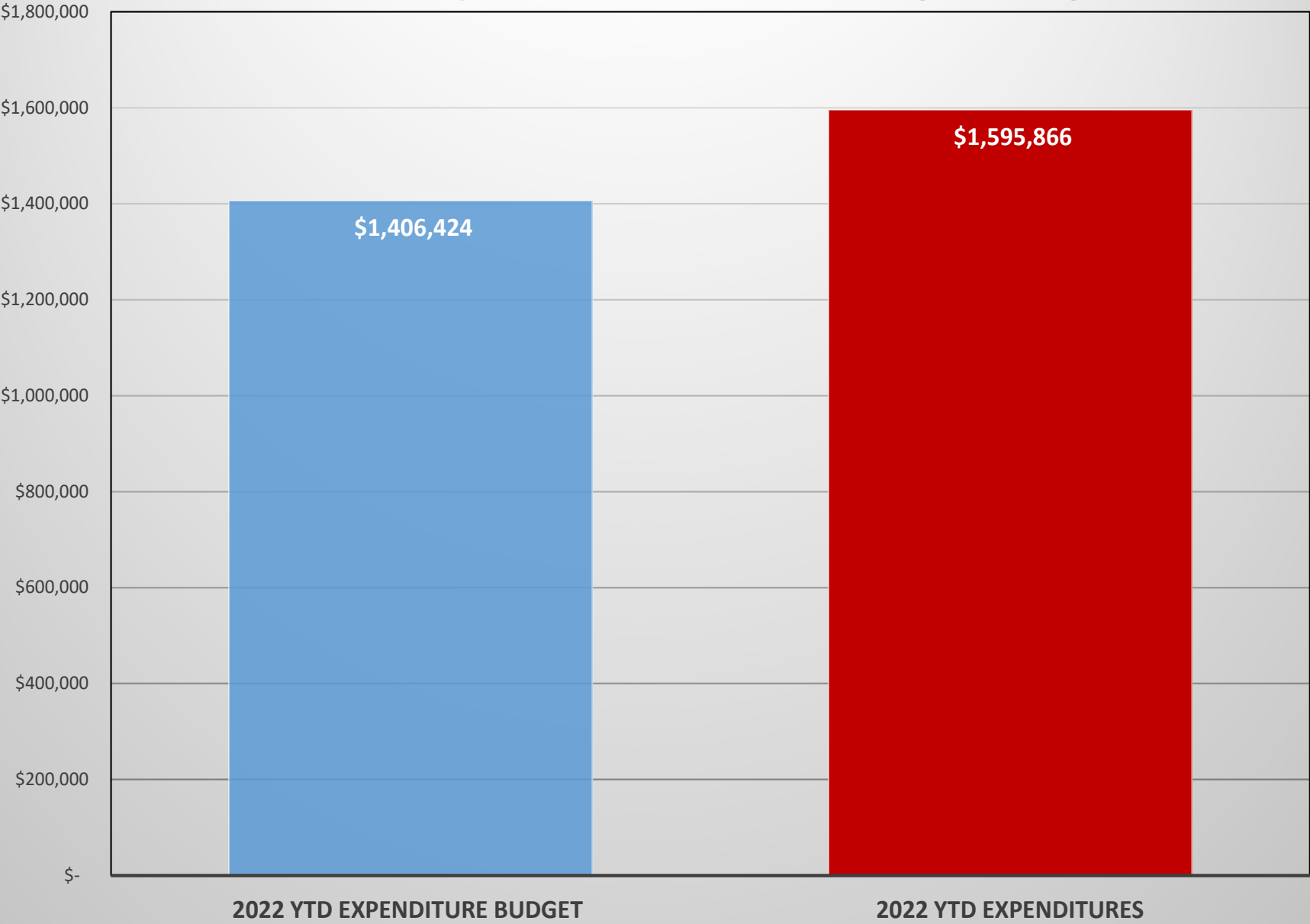
Park Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues



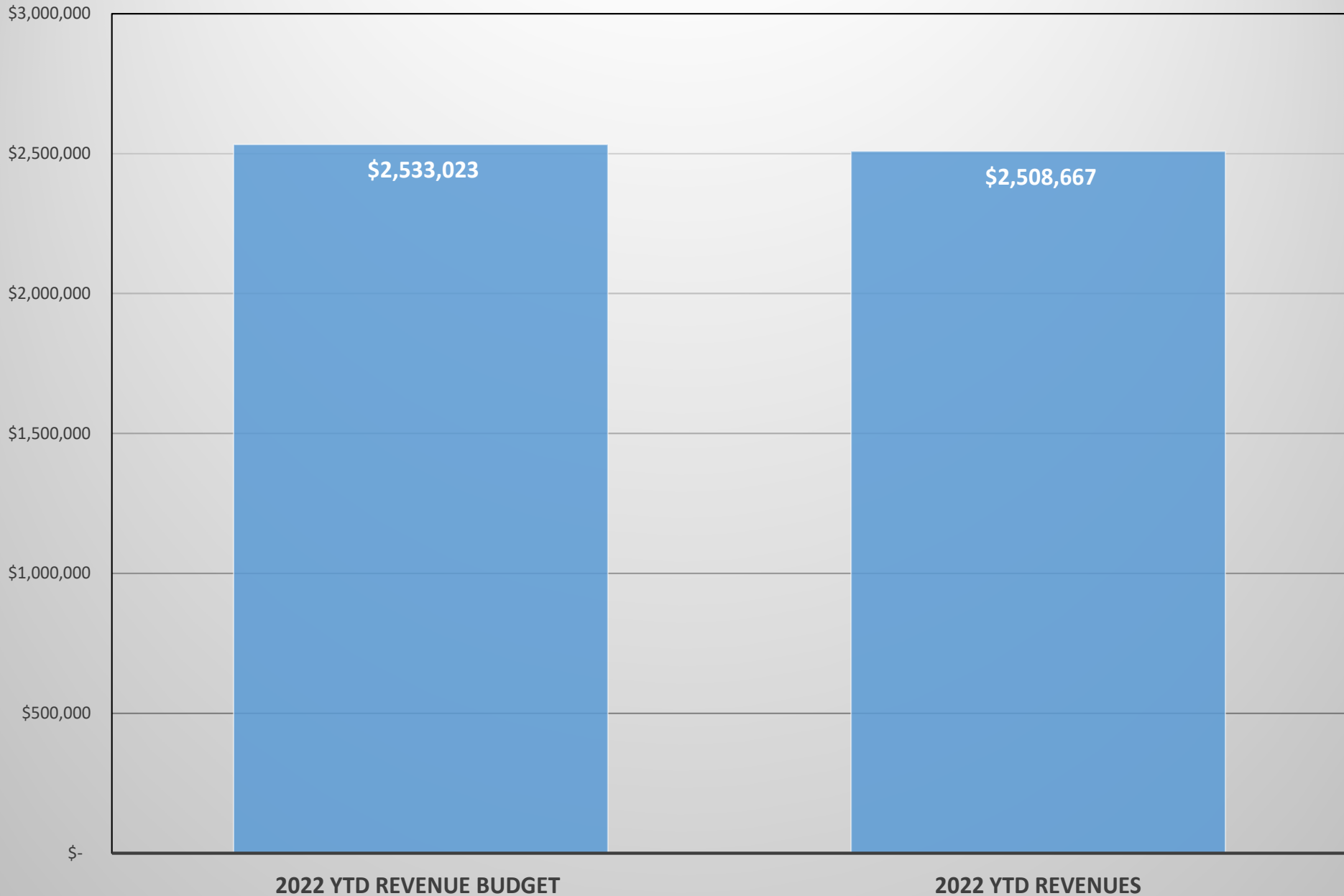
Golf Fund

June 2022 Expenditures vs. Historical Budget Average



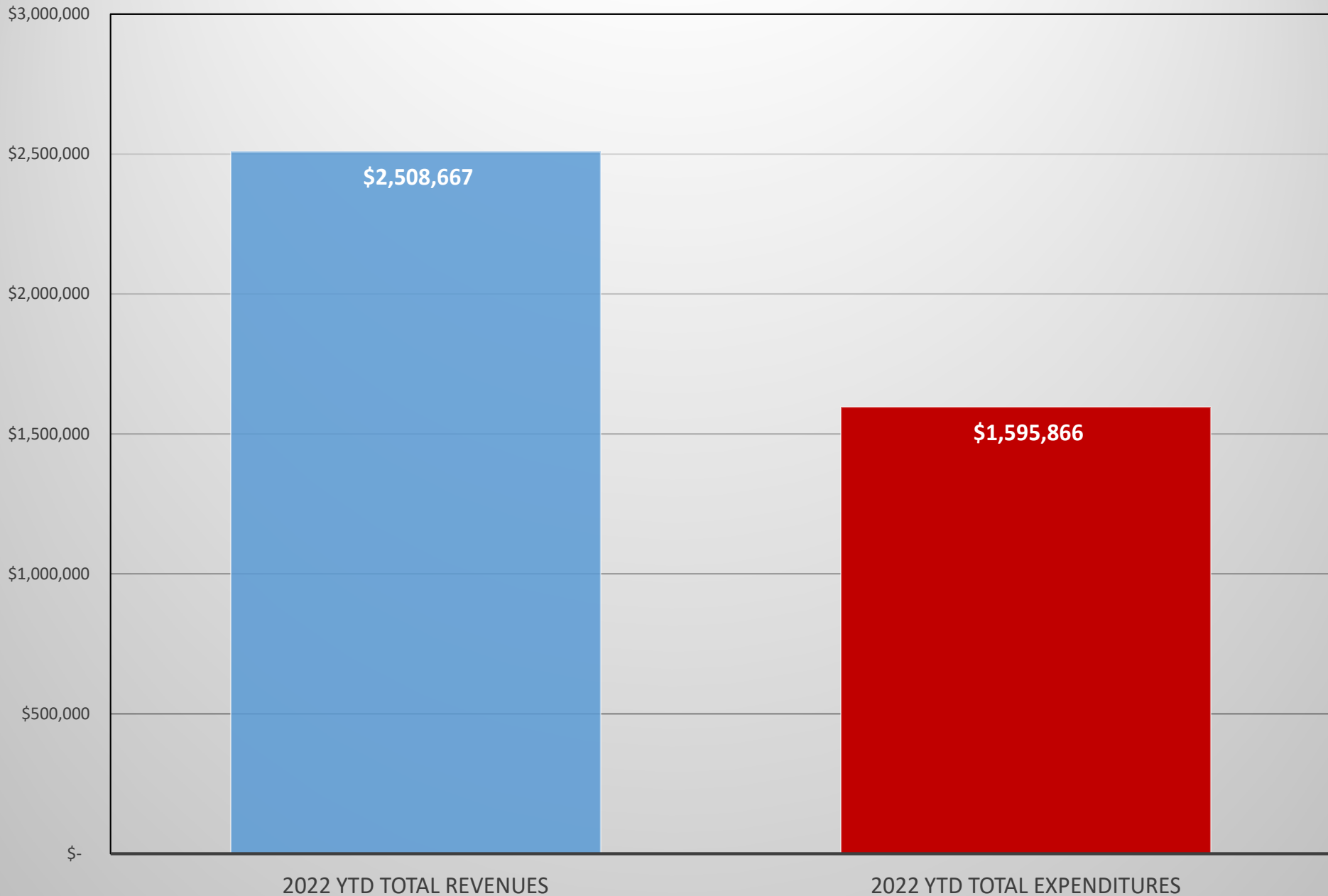
Golf Fund

June 2022 Total Revenues vs. Historical Budget Average



Golf Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of June 30, 2022	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,515,817.00	\$ 8,409,331.00	\$ 190,866.24	\$ (65,380.24)
5. Havermale Island	\$ 22,186,182.00	\$ 22,187,958.00	\$ -	\$ (1,776.00)
6. snxw menez	\$ 756,742.00	\$ 689,087.00	\$ 10,483.76	\$ 57,171.24
7. North Bank	\$ 10,133,837.00	\$ 10,593,509.00	\$ 118,266.33	\$ (77,938.33)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,254,849.00	\$ 48,859.26	\$ 185,049.74
Total	\$ 68,395,292.00	\$ 68,448,690.00	\$ 368,475.59	\$ 97,126.41



Quarterly Marketing & Communications Update

Q2 2022

Social Media

Platform	Parks & Recreation Growth	Riverfront Growth
Facebook	+2% (Top Post: Spokane River flow status)	+2% (Top post: Garbage Goat April Fools)
Twitter	+1% (Top Post: Spokane River flow status)	+2% (Top post: Garbage Goat April Fools)
Instagram	+3% (Top Post: Bluff Balsamroot blooms)	+2% (Top post: Summer Solstice Yoga)

Earned Media Highlights

- Park Operations: Manito Love Birds swans art installation, planting Duncan Garden (staff and volunteers), seasonal hiring needs, Arbor Day and tree plantings, goat grazing
- Riverfront: Easter Egg Hunt & Brunch, Spring Market, Spring Break activities at the park, Zipline planning, Open House for event organizers, Movies at the Pavilion, Red Wagon Renovation, Spokane Humane Society Dog Park Design survey and reveal event, Hoopfest, Charm fundraiser by the Foundation, Cultural Incentive grants
- Riverfront was also on the cover of the May Parks and Rec Business magazine
- Recreation: spring guide release, summer guide release, sports field improvement fee, aquatics, Corbin Art Center classes, cornhole league, Moms, Dads and Grads golf promotion, and kayak rentals
- Park Planning: Master Plan finalized, Liberty Park design survey, North Suspension Bridge opens, South Suspension Bridge temporarily closes, Don Kardong bridge construction begins, ARP funding for projects

TV & Radio Commercials

- KHQ commercial with rotating weekly content, highlighting 3 Riverfront and 3 Recreation programs each week
- Golf commercials airing on KREM, Golf channel, USA Network, YouTube & streaming platforms

Print & Digital Ads

- Google key word search buy for Recreation, Riverfront, and Golf
- Summer Activity Guide ads
- Summer Activity Guide electronic and print distributions, including grocery/convenience stores, community centers, libraries, and more.
- Riverfront Social Ads: 4th of July vendors; Movies at the Pavilion; Story Time at the Carrousel; Riverfront Eats
- Parks & Recreation Social Ads: Spring & Summer Activity Guide; Spring & Summer Camps Guide and various camps; We're Hiring; Fitness & Wellness Programs; Summer Sports; Moms, Dads & Grads golf promotion
- "We're Hiring" banners across 20 parks

Direct Mail & Distributions

- Utility Bill inserts – sent to every City of Spokane customer in April (digital & paper). Double-sided, promoting Spring Activity Guide and Spring Riverfront activities.
- Recreation Spring Activity Guide postcard – sent to 7,000 customers in April
- Riverfront Activity Post Card – sent to 17,000 homes in June

New Sponsorships

- Riverfront: Idaho Central Credit Union (4th of July, Riverfront Eats, Movies at the Pavilion & Riverfront Moves Fitness Series), 98.9 KZZX (4th of July)
- Recreation: Pool World (aquatics)

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	July 12, 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/ext. <input type="radio"/> Lease <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)	Fisher Construction Group, Inc., construction contract/Downriver Golf Course roof renovation (\$403,424.59, tax inclusive)		
Begin/end dates	Begins: 07/14/2022	Ends: 01/31/2023	<input type="checkbox"/> Open ended
Background/history: Contract with the apparent low responsive bidder for construction of the Downriver Golf Course roof renovation 'Base Bid + Alternate #1' scope of work, which: -Replaces the existing roof system with a new 20-year roof system atop new tapered insulation. -Modifies structural roof components to ensure compliance with current building code (curbs, flashings) -Replaces the existing building soffit with a new aluminum soffit. The existing roof is a 20-year system installed in 1985 and is over 17 years beyond its expected life cycle. All roof components are in either poor or failed condition rating. Complete roof system replacement is required to ensure the future integrity of the building.			
Motion wording: Move to approve Fisher Construction Group, Inc construction contract for the Downriver Golf Course roof renovation project in the amount of \$403,424.59, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Fisher Construction Group, Inc. Name: Darrell Kidwell Email address: ddk@fishercgi.com Phone: 360.757.4094			
Distribution: Parks – Accounting Mark Poirier Parks – Pamela Clarke Thea Prince Requester: Nick Hamad ddk@fishercgi.com Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$403,424.59, tax inclusive Budget code: 4600-55100-94000-56203			
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: 600170606 Business license expiration date: 7/31/23 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			





Inspection Report

Client: City of Spokane

Facility: Downriver Golf Course

Report Date: 01/12/2022

Roof Section: Roof

Inspection Information

Inspection Date	01/12/2022	Core Data	No
Inspection Type	Visual Inspection	Leakage	Yes
Deck Conditions	Unknown		

Flashing Conditions

Perimeter	Poor	Wall	Poor
Projections	Failed	Counterflashing	Poor

Miscellaneous Details

Reglets	Poor	Debris	Yes
Control Expansion Joints	N/A	Ponding Water	Extreme
Parapet Wall	N/A	Coping Joints	N/A

Perimeter

Rating	Poor
Condition	The existing metal gravel stop is in poor shape and the roofing plies have obviously failed as there are many leaks near the perimeter edges

Field

Rating	Failed
Condition	The biggest issue with the field is drainage as most of the roof ponds water. The only thing keeping the building from flooding is the roof system itself. BUR's with a flood and gravel are meant for dead flat roofs. If the drainage is not improved, a similar roof system is highly recommended.

Penetrations

Rating	Failed
Condition	90% of the penetration flashings have failed or are too low (below 8" high)

Drainage

Rating	Failed
Condition	Large ponds on 75% of the roof. The internal drains are clogged and sit higher than the deflected decking.

Overall

Rating	Failed
Condition	<u>Overall Summary</u> The existing roof system has come to the end of its serviceable life. Not only have the roofing layers failed, but there are some major drainage & flashing issues that need to be addressed during the next roof replacement.



Photo 1

Current Leak/Internal Damage (1/12/22)

BID TABULATION - ITB 5675-22 - DOWNRIVER GOLF COURSE CLUBHOUSE ROOFING RENOVATION PROJECT

Description	Type	UOM	Quantity	Extended Estimate	Fisher Construction Group Inc.	levi@kruegersheetmetal.com	Average
Total Project Base Price	Base	Each	1		\$341,151.00	\$321,600.00	\$331,375.50
9% Sales Tax	Base	ea	1		\$30,703.59	\$28,944.00	\$29,823.80
base bid +tax	total base	ea	1	\$ 275,000.00	\$371,854.59	\$350,544.00	\$361,199.30
alternate #1: Remove & Replace Soffit (Include 9% Sales Tax)	Option	Each	1		\$31,570.00	\$89,200.00	\$60,385.00
total base bid + alt 1 + tax	total base+alt	ea	1	\$ 20,000.00	\$403,424.59	\$439,744.00	
Alternate #2: Asbestos Abatement Per Sq ft. (Includes 9% Sales Tax)	Option	sq ft	1		\$4.00	\$2.75	\$3.38
alternate #3: Additional Roof Sheeting Replacement, Per Each (Includes 9% Sales Tax)	Base	ea	1		\$165.00	\$210.00	\$187.50

apparent low bidder



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

PW INVITATION TO BID

<p>PW ITB NUMBER: 5675-22 TITLE: DOWNRIVER GOLF COURSE CLUBHOUSE ROOFING RENOVATION PROJECT</p> <p>BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department</p> <p>QUESTION DEADLINE: 06/17/22 3:00 pm pst</p>	<p>PROPOSAL DUE DATE: 06/27/22 TIME: <u>1:00 pm pst</u></p> <p><u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
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BID SUBMITTED BY:

COMPANY _____

MAILING ADDRESS _____

PHYSICAL ADDRESS _____

PHONE NUMBER _____

E-MAIL ADDRESS _____

THEA PRINCE
Purchasing

SCOPE OF WORK

1. PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as in the below scope of work, attachments, and reference specifications.

2. ATTACHMENTS.

- Attachment 1 - Existing Roof Inspection & Condition Summary
- Attachment 2 – Single Ply Roofing Installation Specifications
- Attachment 3 – Metal Soffit Panel Installation Specifications

3. SCOPE OF WORK.

BASE BID

Replace the downriver golf course clubhouse roof system with a new single-ply membrane roofing system atop new tapered roof decking as outlined in '*Attachment 2 - Single Ply Roofing Installation specifications*', including but not limited to:

- Removal and disposal of the existing roof system, replacement of dry rot wood materials, raising of all curbing, installation of a tapered insulation package, installation of new clad metal edge, installation of 60 mil KEE membrane, proper flashing of all penetrations, pipes curbs, etc., manufacturer's rep job site inspections, permits, and work coordination with City.
- Include replacement of 15% of sheeting in base bid pricing.
- Include hazardous materials survey (asbestos survey) prior to commencement of work.

BID ALTERNATE #1: REMOVE & REPLACE SOFFIT

Replace existing cementitious soffit board and replace with new aluminum soffit panels and accessories as outlined in '*Attachment 3 – Metal Soffit Panel Installation Specifications*', including but not limited to:

- Removal and disposal of the existing soffit, replacement of dry rot framing materials, installation of new aluminum soffit panels and related accessories per manufacturers recommend instructions and details.
- Include replacement of 10% of wood sub-framing in Alternate #1 pricing.
- Include hazardous materials survey (asbestos survey) prior to commencement of work.

BID ALTERNATE #2 - ASBESTOS ABATEMENT PER SQUARE FOOT

- ABATEMENT
 - Provide square foot (sf) price for the permitting, removal, disposal, monitoring & complete abatement of asbestos laden materials encountered during construction activity. Removal shall comply with requirements of the 'Spokane Regional Clean Air Agency'.
 - This alternate shall only be used if it is asbestos laden materials which require abatement are encountered during hazardous materials testing. Abatement shall only be provided for the minimum area required to successfully complete installation of new roofing components.

BID ALTERNATE #3 – ADDITIONAL ROOF SHEETING REPLACEMENT, PER EACH

- ADDED SHEATHING / STRUCTURAL DECKING
 - Provide 'per each' (ea) price for the removal, disposal, supply and installation of 1 new 4'x8' sheet of structural roof sheathing/decking.
 - Sheathing shall be '5/8" thick APA Rated Plywood Sheathing Exposure 1' (CDX).
 - This alternate shall be used only if it is necessary to replace sheathing / decking above and beyond the 15% of decking including in the project base bid pricing.

THESE NEXT FOUR PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

apparent low bidder proposal

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB #5675-22 DOWNRIVER GOLF COURSE CLUBHOUSE ROOFING RENOVATION

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID (no tax):	\$ 341,151.00
BASE BID SALES TAX (9.0%)	\$ 30,703.59
TOTAL BASE BID:	\$ 371,854.59
BID ALT #1 – SOFFITS: (Include 9.0% sales tax):	\$ 31,570.00
BID ALT #2 – ABATEMENT PER SF: (Include 9.0% sales tax):	\$ 4.00 Per Square foot
BID ALT #3 – DECKING REPLACE PER EA: (Include 9.0% sales tax):	\$ 165.00 Per Sheet

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) #1, #2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by October 1, 2022

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time

limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. FISHEL 6853C3
(must be in effect at time of bid submittal)

U.B.I. Number 600170606

Washington Employment Security Department Number 395167005

Washington Excise Tax Registration Number 91-0938407

City of Spokane Business License Number 91-0938407

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Fisher Construction Group Inc

Dan K. V.P. Roofing Service

Signature of Bidder's Authorized Representative

Vice President of Roofing Services
Title

625 Fisher Lane Burlington WA 98233
Address

509-279-9248 / 360-757-4094
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

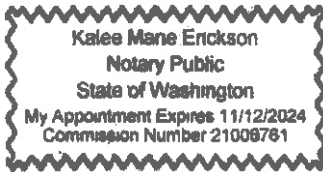
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On June 29, 2022
date

(Seal Or Stamp)



Kalee Marie Erickson
Signature of Notary Public

My appointment expires November 12, 2024

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB 5675-22 Fisher Construction Group

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

____x____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, Fisher Construction Group, Inc. as Principal,
and Hartford Fire Insurance Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

DOWNRIVER GOLF COURSE CLUBHOUSE ROOFING RENOVATION PROJECT

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on June 28, 2022

AS PRINCIPAL

Fisher Construction Group, Inc.

By: 

Dan Powers

Title: President / CEO

A valid POWER OF ATTORNEY must accompany this bond.

Hartford Fire Insurance Company

AS SURETY

By: 

Susie Spaeth, Attorney in Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 52-817030

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Susie Spaeth, Eric Dykstra, Jeff Rasar, George Wallace

of

Burlington, WA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 28, 2022
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President




City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

Project Name: DOWNRIVER GOLF COURSE ROOFING RENOVATION PROJECT	
Project # 5675-22	
Part A: General Company Information	
Company Name Fisher Construction Group, Inc.	
Address 625 Fisher Lane, Burlington, WA 98233	
Contact Name and Title Roofing: Darrell Kidwell (ddk@fishercgi.com); General / Contracts: Erin Burkholder (ecb@fishercgi.com); and for Accounts Receivable: Brandon Taylor (brt@fishercgi.com)	
Contact Phone (360) 757-4094	Contact E-mail: ecb@fishercgi.com
Years in business as a Prime Contractor 75	Years in business as a sub-contractor 7
Years in business under present Name 7 (Incorporated in 1975 as "Fisher & Sons, Inc." with a name change to "Fisher Construction Group, Inc." in 2015.)	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.	
List three (3) similar construction projects. See attached.	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. See attached.	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date: 7/5/2022
	
Printed Name of Authorized Representative	Title: Contracts Manager
Erin Burkholder	

Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>
<p>Form Submittal:</p>
<p>Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>
<p>Email (preferable) tprince@spokanecity.org</p>
<p style="text-align: center;">with the Email Subject line: Supplemental Bidder Form for Downriver Golf Course Roof Renovation</p>
<p>Questions: Please call (509) 625-6403</p>

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Fisher Construction Group		Bidders Contact Name & Phone Number Darrell Kidwell C: 509.279.9248 O:	
Project Name Indian Canyon Golf Course re-roof		Project Contract Number: CSA # 6-29-2021 Project #25-WA-210612	
Project Owner City of Spokane Parks and Recreation		Project Location 1001 S Assembly Rd. Spokane WA.	
Project Owner Contact Name & Title Mark Poirier Golf Manager		Owner's Telephone Number 509.625.4653	
Notice to Proceed Date 8/6/2021	Final Completion Date 11/2021	Awarded Contract Value \$292,695.00	Final Contract Price \$292,695.00
Prime Contractor Name (If Not Bidder) Garland DBS Inc.		Contractor Contact Name & Phone Number (If Not Bidder) Drew Wright 208.899.5508	
Brief Project Description Complete re-roof of Clubhouse and Pro shop			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Fisher Construction Group Inc.		Bidders Contact Name & Phone Number Darrell Kidwell C: 509.279.9248 O: 360.757.4094	
Project Name Chelan County Law and Justice Building Re-roof		Project Contract Number: Project # 25-WA-211014	
Project Owner Chalan County		Project Location 401 Washington St. Wenatchee WA.	
Project Owner Contact Name & Title Brian Travis Director of Facilities		Owner's Telephone Number 509.667.6233	
Notice to Proceed Date 11/21/21	Final Completion Date 5/30/22	Awarded Contract Value \$184,000.00	Final Contract Price \$184,000.00
Attachment to Supplemental Bidder Responsibility Criteria		Attachment to Supplemental Bidder Responsibility Criteria	
Brief Project Description Tear off existing PVC roof and install new PVC roof with 20 yr. NDL			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Fisher Construction Group Inc.		Bidders Contact Name & Phone Number Darrell Kidwell C: 509.279.9248 O: 360.757.4094	
Project Name LV- Laundry Building Roofing Project		Project Contract Number: 2022-411 G (1-1)	
Project Owner State of Washington		Project Location Lakeland Village DSHS Medical Lake WA.	
Project Owner Contact Name & Title Jim Cortner Achitect		Owner's Telephone Number 509.363.1039	
Notice to Proceed Date 11/3/21	Final Completion Date 7/22	Awarded Contract Value \$469,300.00	Final Contract Price \$469,300.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Complete membrane re-roof and associated sheet metal flashings of laundry facility			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

Attachment to Supplemental Bidder

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 11, 2022		
Requester	Jonathan Moog	Phone number: 509-625-6243	
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)	Friends of Riverfront Park memorandum of understanding		
Begin/end dates	Begins: 07/14/2022	Ends: 07/13/2025	<input type="checkbox"/> Open ended
Background/history: This memorandum of understanding establishes a formal relationship the Friends of Riverfront Park to coordinate fundraising, projects and volunteer activities for Parks with specific emphasis at Riverfront Park.			
Motion wording: Approve Memorandum of Understanding with Friends of Riverfront Park			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Friends of Riverfront Park Name: Chris Wright Email address: chris@cjwrightlaw.com Phone: 509-879-1307			
Distribution: Parks – Accounting chris@cjwrightlaw.com Parks – Pamela Clarke Requester: Jonathan Moog jmoog@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: Not Applicable			
Vendor: <input type="radio"/> Existing vendor <input checked="" 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>			



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPOKANE
AND
THE FRIENDS OF RIVERFRONT PARK,**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made by and between the City of Spokane Parks and Recreation Division ("**PARKS**"), a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and the Friends of Riverfront Park, ("**FRFP**"), a Washington nonprofit corporation established pursuant to RCW 24.03A and located at P.O. Box 10421, Spokane, WA 99209, hereinafter the "Parties".

WHEREAS, PARKS, owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter; and such facilities include Riverfront Park in the City's downtown core, and

WHEREAS, FRFP's purpose is to provide fundraising and volunteer assistance, as requested by PARKS, in furthering the development, growth and excellence of Riverfront Park; and

WHEREAS, FRFP wishes to support PARKS' vision and mission and has the opportunity, made possible by FRFP's association with 501(c)(3) tax-exempt organizations, to accomplish more than public funding allows; and

WHEREAS, FRFP will complement and augment PARKS' advocacy and fundraising efforts to attract private philanthropic support from individuals and organizations in the form of volunteerism and financial contributions to benefit Riverfront Park; and

WHEREAS, PARKS is willing to assist FRFP in its fund raising activities and foster success by providing access to PARKS' resource within legal limits; and

WHEREAS, FRFP wishes to assure PARKS that it will operate effectively and responsibly with the reasonable expectations of both public and private interests on behalf of PARKS;

Now, Therefore, the Parties agree as follows:

Section 1. Role of FRFP. FRFP represents and acknowledges the following with regard to its operation and purposes:

- A. FRFP will work with PARKS to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this Memorandum and PARKS' policies and project requirements.

- B. FRFP will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals for Riverfront Park, and its work will be compatible with these interests and goals and it will support PARKS' master plan for Riverfront Park.
- C. A major purpose of FRFP shall be to secure and direct privately-raised funds to PARKS for the benefit of PARKS' programs. FRFP may direct funds to PARKS to support capital projects, programs, activities and needs of PARKS.
- D. The FRFP shall recruit, manage and coordinate volunteer services in such a manner as to maintain full compliance with PARKS' policies and project requirements. All volunteer coordination be pre-approved and coordinated with Riverfront Park staff.
- E. FRFP will provide the opportunity to involve community leaders in an advisory board to serve Riverfront Park Committee of the Spokane Park Board and Park Staff as requested by PARKS. Within five (5) years of formation, FRFP shall comply with the Charities Review Council's Accountability Standards (Attachment 1) to ensure best practices in nonprofit governance and management, as well as to inspire the public's trust and confidence.
- F. FRFP shall review and discuss PARKS' funding needs and priorities and shall not solicit or accept gifts that are inconsistent with the vision, goals and objectives of PARKS.
- G. FRFP will coordinate with PARKS staff on all projects and plans funded by its privately-raised funds. FRFP acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- H. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- I. FRFP, or its fiscal sponsor, shall upon request reimburse PARKS for any reasonable expenditure for goods of value made available by PARKS for the benefit of FRFP in such forms and sums as all parties agree are appropriate.
- J. FRFP shall arrange with private legal entity (or entities) separate from the City of Spokane and PARKS, to act as fiscal sponsor(s) of FRFP until FRFP is able to obtain its own tax-exempt 501(c)(3) designation, in order to ensure that all gifts and bequests received may qualify as deductible, charitable contributions for the donor.
- K. FRFP and its fiscal sponsors shall use sound fiscal and auditing procedures. FRFP shall maintain books, at its own expense, in accordance with generally accepted accounting principles. At PARKS' request, FRFP shall arrange for biennial auditing of its books and records by a firm of certified accountants. Copies of the audited financial statements and current list of AGC officers, directors or trustees shall be made available to PARKS upon request.
- L. FRFP will not interfere with PARKS' day-to-day operations.
- M. During the term of this Memorandum (and any extension thereof) FRFP shall maintain its corporate nonprofit status in good standing with the State of Washington, and shall comply with all state laws with respect to charitable

solicitations. Within three (3) years of the date of this Memorandum. FRFP shall secure designation as a tax-exempt 501(c)(3) organization. Once FRFP secures designation as a tax-exempt 501(c)(3) organization, it shall maintain such designation under state and federal income tax laws to ensure that gifts and bequests received by the FRFP may qualify as deductible, charitable contributions for the donor.

- N. FRFP will perform all of its commitments and obligations under this Memorandum in accordance with all laws applicable to its activities, and FRFP shall not engage in any fundraising activities on PARKS' behalf until receipt of and compliance with all required permits, registrations, and approvals.

Section 2. Role of PARKS. While this Memorandum is in effect, and so long as the FRFP complies with all provisions of this Memorandum:

- A. PARKS may work independently, and also with FRFP, to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this MOU and PARKS' policies and project requirements. The Parties acknowledge that PARKS may solicit donations, and recruit, manage and coordinate volunteer services to benefit PARKS independent of the arrangement with FRFP outlined in this Memorandum.
- B. In connection with FRFP's fundraising activities on behalf of PARKS, FRFP will have the right to use PARKS' name and images.
- C. PARKS may provide FRFP with assistance in FRFP activities at the discretion of the Director of PARKS, and consistent with what is permitted under state and federal law.
- D. PARKS may, but is not required to, notify FRFP or its fiscal sponsors of potential donations and provide information necessary to determine the best methods for securing the donations when PARKS becomes aware of donations, actual or potential, intended to benefit PARKS. PARKS and FRFP may collaborate in pursuing such donations so as to maximize the benefit to PARKS.
- E. PARKS may also refer volunteers to FRFP who express interest in volunteering or fundraising on behalf of Riverfront Park. PARKS may provide a link to FRFP website from PARKS official website and other promotional mention as agreed by both parties.
- F. PARKS may present FRFP with an annual list of private funding needs and priorities for discussion from which FRFP may make suggestions and choose to actively seek and accept funds on PARKS' behalf, subject to the terms of this Memorandum.
- G. PARKS will expend all funds, once accepted and received, in accordance with PARKS' policies, in adherence with the general charitable purposes of FRFP, and in conformance with any restrictions imposed by the donor or FRFP as to the use or purpose of specific funds.
- H. Upon written request, PARKS may provide timely and accurate information to FRFP regarding funding needs, expenditure of funds, program-related outcomes and outputs, and other data assistance to FRFP applicable to FRFP's role under this Memorandum as it plans projects and fundraising activities, solicits and

acknowledges donors, and prepares websites or annual report content, etc.

- I. PARKS may provide a non-voting staff liaison to represent PARKS in all matters and dealings with FRFP. This liaison may attend official meetings of FRFP.
- J. PARKS may recognize gifts received from or through FRFP via appropriate signage at related Riverfront Park events, and will recognize gifts received from or through FRFP in its annual report, subject only to donor restrictions on public disclosure of the sources of gifts.

Section 3. Mutual commitments. Except as may otherwise be provided herein, the Parties to this Memorandum shall be solely responsible for any cost incurred in fulfilling their respective roles under this Memorandum.

Section 4. Insurance. FRFP shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the FRFP Board, but in no case shall such coverage be less than \$1 million per occurrence, naming PARKS and its officers, employees, and agents as additional insureds. FRFP shall annually provide PARKS documentation of its compliance with this Section

Section 5. Accountability and Stewardship. As PARKS and FRFP want to maintain the highest levels of accountability and stewardship, FRFP agrees to share information with PARKS as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds. FRFP shall maintain financial records in accordance with Generally Accepted Accounting Principles and any other standards generally applicable to charitable fundraising entities. Copies of FRFP's financial statements and a current list of FRFP's officers and trustees shall be made available to PARKS upon request. FRFP will permit, upon reasonable notice, authorized PARKS official or their designees to inspect all FRFP books and records, except to the extent the inspection violates rights to privacy or confidential donor information. PARKS shall be entitled to conduct compliance reviews of the use of donated funds to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors. Funds received on PARKS' behalf shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 6. Donations. Pursuant to the terms of this Memorandum, PARKS may request, and FRFP may agree, to solicit and collect donations to support, enhance and promote PARKS. Donations collected by FRFP are either "Restricted Donations" or "Unrestricted Donations" as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.

6.1 Restricted Donations. Restricted Donations are donations PARKS requests FRFP to solicit and receive for specific programs or projects and/or donations to FRFP on PARKS' behalf that have been designated for a specific program or project by the donor. Special conditions placed on the donation by the donor must be accepted in advance of receipt by PARKS. At least annually, FRFP shall advise PARKS of the Restricted Donations available for use by PARKS, including any expressions of donor intent which limit the use of any such funds. PARKS and FRFP will jointly identify projects, programs, or any other use of such funds that conform to donor intent. So long as both the FRFP and the City Director of PARKS agree that a project, program, or use conforms to donor intent, PARKS shall have the right to select the project, program or use to which such Restricted Donations are to be applied. After the project, program or other use of such

funds have been determined, PARKS will invoice FRFP for the Restricted Donations. FRFP will pay such invoice via direct deposit/ACH within thirty (30) days after receipt of such invoice, except as provided by state law.

6.2 Unrestricted Donations. Unrestricted Donations are donations to FRFP the donor designates for PARKS, but are not designated by the donor to be used for a specific program or project within PARKS. Without prior approval by City, FRFP may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of Unrestricted Donations, so long as such activities are at no cost to PARKS. Upon request of PARKS, FRFP will release Unrestricted Donations to PARKS. PARKS shall determine how to spend Unrestricted Donations on its programs consistent with PARKS' master plan.

6.3 Donor Communication. In soliciting donations for PARKS, FRFP agrees to make the following clear to prospective donors:

- A. FRFP is a separate legal and tax entity organized for supporting the maintenance, beautification and programming of Riverfront Park and PARKS and plans for the park. FRFP will encourage voluntary, private gifts, trusts, and bequests for the benefit of Riverfront Park and PARKS.
- B. Responsibility for governance of the FRFP resides with the FRFP Board of Directors.
- C. Gifts made to FRFP for a designated purpose – *i.e.*, Restricted Donations - will be dedicated in their entirety to that purpose without a fee of any kind unless, by separate agreement between PARKS and FRFP, an administrative fee has been specified for a specific project; provided, it is anticipated that absent such a separate agreement regarding a specific fundraising campaign, FRFP will not retain a fee of any kind from the donations it receives on PARKS' behalf. Provided nothing herein shall prevent third party fiscal agents of FRFP from retaining fees in their ordinary course.
- D. FRFP shall keep donors informed on a timely basis regarding accomplishment of gift purpose.

6.2 Conditions of Gift Acceptance. FRFP agrees that in accepting gifts for Riverfront Park and PARKS, it will:

- A. Advise donors that any restrictive terms and conditions they attach to gifts for PARKS are subject to PARKS approval and its policies and procedures covering "Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities" (Appendix A).
- B. Ensure that gifts designated for specific purposes are in compliance with PARKS' master plans, vision, mission and philosophy.
- C. Ensure, through PARKS' staff, that gifts are promptly reported to and approved for acceptance by the Park Board.
- D. Coordinate FRFP's funding goals, programs and campaigns with PARKS.
- E. Any gift, grant, or contract that includes a financial or contractual obligation binding upon PARKS must have prior concurrence in writing from the Park Board or its designee

Section 7. Notice of Non-Compliance – Opportunity to Cure. In the event of non-compliance with any provision of this Memorandum, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum by providing written notice of such termination to the breaching party. In the event of termination under this Section 7, FRFP shall provide PARKS with an accounting of all funds held by FRFP, including any funds designated for PARKS by the donor, and such fund shall be disbursed to PARKS immediately.

Section 8. Termination. In addition to the method of termination provided for in Section 7, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, FRFP shall provide PARKS with an accounting of all funds restricted for PARKS' purposes in its possession and transfer those receipts, along with any restrictions thereon, to PARKS within thirty (30) days.

Section 9. Ownership/Use after Project Completion. All PARKS projects funded with donations raised by FRFP will be owned and maintained by PARKS and used according to PARKS' policies.

Section 10. Entire Agreement and Amendment. This Memorandum represents the Parties' entire agreement with respect to the matters specified herein. This Memorandum shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

Section 11. Anti-Kickback. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.

Section 12. Indemnification. Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability, of whatever kind and nature, arising from, out of or in connection with the performance of the indemnifying party's obligations under this Memorandum.

Section 13. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. FRFP agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to FRFP.

Section 14. Governing Law and Venue. This Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

Section 15. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 16. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 17. Mediation. Should any dispute arise out of or related to this Memorandum or its performance by the parties, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 18. Contact Information. Representatives and their contact information, for each party, are as follows:

- A. For the City's Parks and Recreation Division contact:
Director of Riverfront Park or his/her designee
808 W Spokane Falls Boulevard
Spokane, WA 99210

- B. For the FRIENDS OF RIVERFRONT PARK contact:
President, Friends of Riverfront Park, or his/her designee
PO Box 10421
Spokane WA 99209
friendsofrfp@gmail.com

Section 19. Assignment and Delegation. No party may assign its rights or delegate its duties created under this Memorandum without every other party's prior written consent, which the other parties may not unreasonably withhold; provided, without further consent of PARKS, FRFP may delegate certain of its obligations with respect to management and retention of donor funds to an established tax-exempt 501(c)(3) organization, consistent with state and federal law.

Section 20. Term. This Memorandum shall become effective upon execution by both parties and shall have an initial term of three (3) years, and may thereafter be renewed for additional three-year terms upon mutual consent of the Parties and approval of the Spokane Park Board, unless terminated earlier as provided in this Memorandum.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

By _____

Date

(Name) _____

(Title) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

FRIENDS OF RIVERFRONT PARK, a Washington nonprofit corporation

By: _____

Printed Name: _____ Date (Name) _____

Its: _____

15-497



Updated: 10/21/2019 3:23 PM



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **CONCESSIONAIRE AND
CATERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **LANCER FOOD HOLDINGS, LLC**, whose address is 767 Eustis Street, Suite 145, St. Paul, Minnesota 55114 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Concessionaire and Catering Services in and for Riverfront Park; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract dated March 17, 2020 and March 3, 2020, 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 (the "Contract").

2. AMENDMENT.

The terms of the original Contract are amended as follows:

Section 4. Revenue/ Compensation.

Lancer will secure a local, third-party food service provider to operate the Loeff Carrousel concession stand. Lancer will be responsible for procuring, contracting, training, and day-to-day oversight of select vendor. All third-party vendors are subject to City approval.

COMMISSION STRUCTURES

CONCESSIONS: Eleven Percent (11%) of net visitor dining food revenue earned at:

U.S. Pavilion, *Pavilion Concerts;

Sky Ribbon Café;

Loeff Carrousel; After Lancer secures a third-party vendor, Lancer will pay the City a 5% commission on Loeff Carrousel food and beverage sales, net sales tax, credit card processing fees, and discounted sales.

Spokane Parks & Recreation Portable Concessions; and
~~Merkel Sports Complex; and,~~
Manito Park Bench.

~~Looff Carousel and Merkel Sports Complex concession stands~~ are exempt from commission structures.

The parties will reassess and mutually agree upon revised commissions in year 5 (April 2026).

PAVILION CONCERTS

In addition to the Pavilion concert food and alcohol commission, Lancer will add an incentive payment of \$2.00 per concert attendee, per event, if the following requirements are met:

- 1. Event attendance exceeds 2,500, which will be based on day-of-event scanned ticket counts**
- 2. Lancer meets or exceeds a \$15.00 per person threshold in alcohol sales.**
- 3. Free tickets will be excluded from the ticket counts.**

ADDITIONAL REVENUE

The Initial Investment Capital investment funding during Year 1 (\$88,000) is consider fulfilled. It is understood any un-spent balance is being applied to fund Pavilion Concert Incentive payments in section 4. Capital investment (\$52,000) in year-two will be deferred to 2023.

Section 5.B. Catering Services

U.S. PAVILION & RIVERFRONT PARK

1. The Contractor shall provide Catering Services including but not limited to advance sales, hiring and scheduling of all required staff; all necessary food and beverage purchasing, preparation and service operations; delivery of all catered services; and cleanup and restoration of service areas to the conditions established by The City.
2. The Contractor shall manage and operate a Catering program that successfully markets and operates full Food and Beverage Services for meetings, receptions, VIP functions, banquets and related functions. Such services will be branded as Riverfront Spokane.
3. The Contractor shall integrate the Catering program with the Concessions program to the greatest extent commercially practical with innovative offerings of local and fresh products, local/regional/national branded product offerings as appropriate.
4. The Contractor shall provide specialized services including but not limited to:
 - a) The provision of Food and Beverage Services to U.S. Pavilion and Riverfront Park meeting rooms and licensed event organizer management offices used by U.S. Pavilion Customers. Services may range from snacks to elaborate catered meals. These services will require constant attention from the Contractor for re-supply and freshness purposes, and may require immediate removal of services at specific times determined by the Customer and/or The City;
 - b) In conjunction with The City sales and event staff, the Contractor shall actively sell and market Food and Beverage Services to booked and potential U.S. Pavilion and Riverfront Park Customers. The sales and marketing activities shall include developing a menu, selling appropriate Food and Beverage Services, and placing a link to the Contractor's active point-of-sale portal on The City's designated website(s).

- c) Internal meetings involving Parks and Recreation employees (e.g. employee pot lucks, Park Board coffee service) shall be exempt from exclusivity restrictions. Services provided to support City official business functions at the request of the City (e.g. meetings, retreats, committee meetings, etc.) shall be Non commissionable if using the 20% booked through Riverfront Spokane.
- d) **Lancer will waive food and beverage catering minimums for five catered events at City's discretion.**
- e) **All Lancer smallwares delivered to City shall remain property of Lancer and not paid out of capital investment funding. City and Lancer will conduct joint inventory of Lancer and City items by December 31, 2022.**

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

LANCER FOOD HOLDINGS, LLC

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

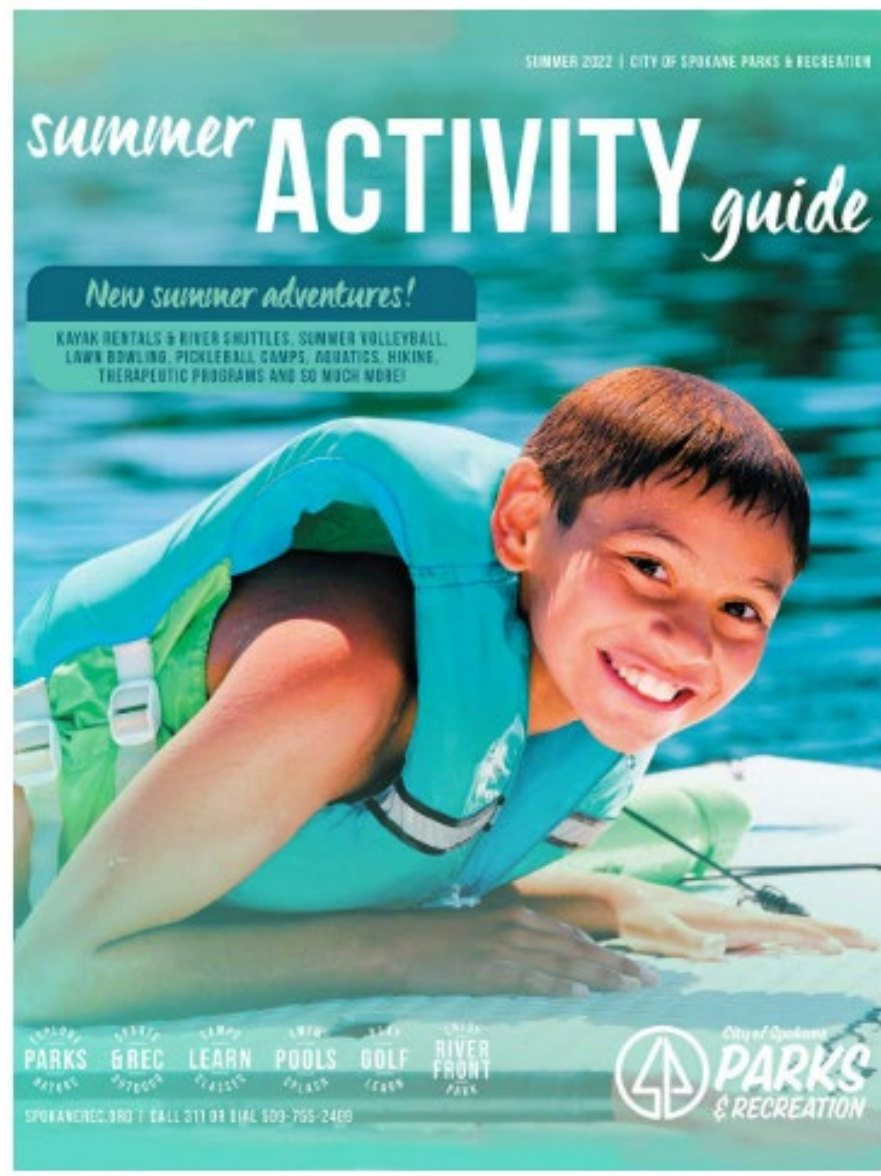
Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Recreation Committee Summer Update



Therapeutic Recreation Update

Funshine Day Camp is full for the summer!

The staff are awesome!

Funshine is so grateful for the utilization of one of the Shadle Library rooms all summer as their camp homebase.



Corbin Art Center Update

All Corbin Summer Camps are Filled to Capacity!

Number of Camps available this summer: **67**

Total Number of Campers as of July 1st: **860**

Wellness & Enrichment Summer Update

- **587** participants in registered for programs so far in 2022
- Summer Day Camp @ Merkel will serve **250** participants this summer
- Safe Community Partnership is serving **30** at-risk participants weekly at Shadle
(*FREE full day camp*)

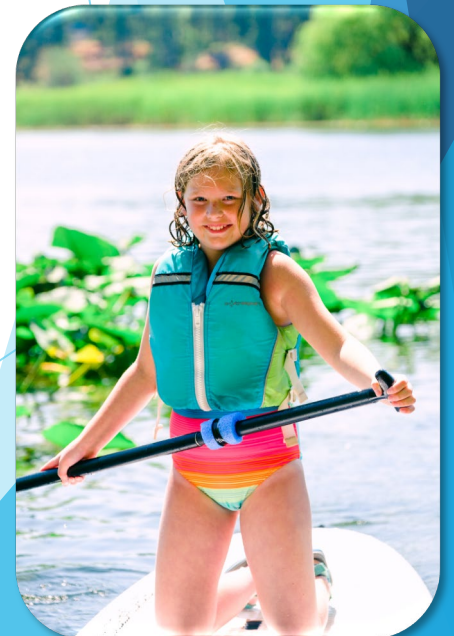


Podium Track Partnership Program Update: SPRD and Skyhawks Sports Academy are working together to develop a youth track & field program focused on elementary school and middle school students in partnership with school districts of the greater Spokane area.

Wellness and Enrichment, and Spokane Area Dementia Friendly Community will be launching the Enhance Fitness program focused on peoples suffering with Alzheimer's and Dementia and their care providers. Instructor training and equipment has been provided thanks to a grant received from the National Recreation and Parks Association.

Outdoor Recreation Update

- Summer is off to a great start with the Youth and Teen Adventure Camps at full capacity with extensive waitlists. Contracted Summer Camp such as Horseback Riding and Wilderness Survival are also at full capacity.
- The Shuttle Service and Kayak Rentals 2022 season started over the 4th of July weekend.
- Spokane Community Outdoor Recreation Experience started with hiking tours as windy weather kept the program from kayaking.
- Current total Outdoor Camp registration is **351** campers and over **\$65,000** in revenue compared to **2019 with 170 campers and \$41,000 in revenue**





Access For All Scholarship Fund Update

Scholarship Recipients	# of Programs	Amount of funds utilized to date
133	243	\$44,070

All Summer SEEK Camps are full to capacity

Athletics Summer

SOFTBALL

Summer softball is under way with a record number 104 teams. 99 adult softball teams and Five 65+ draft teams

VOLLEYBALL

- SPRING LEAGUE VOLLEYBALL at the Podium had **103** teams with **550** participants, we finished the season in the school gyms as the Podium underwent sound system installation which caused the facility to not be accessible, we will not have this issue next year.
- SUMMER VOLLEYBALL: SPRD has chosen to take on the responsibility of running the summer outdoor grass volleyball league in-house at Dwight Merkel. We have 26 teams; this is the first time since the summer of 2019 that outdoor volleyball has been offered.



Summer 2022 Aquatics Update

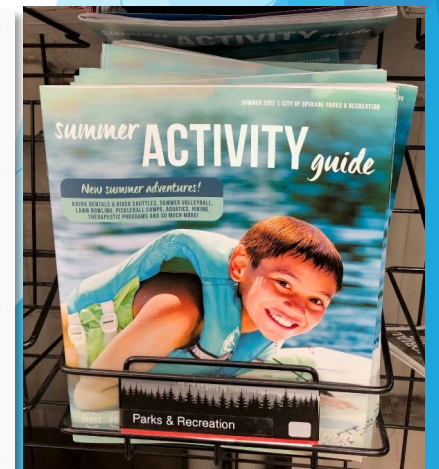
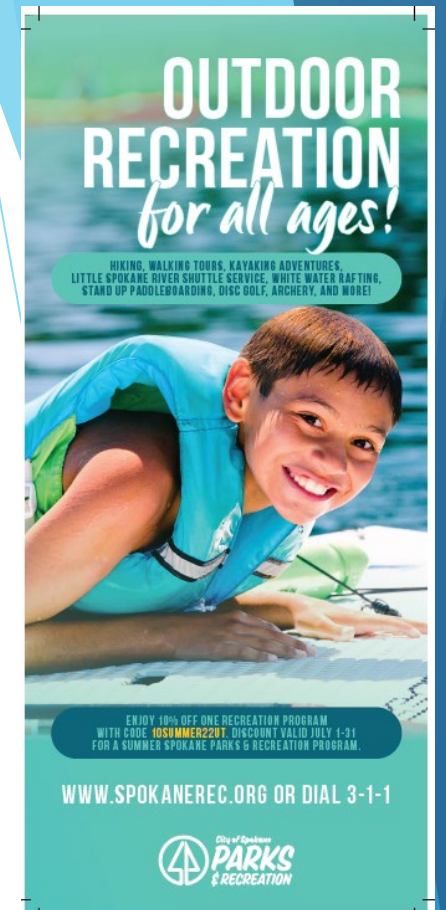
- **Preseason Attendance May 9 - June 19**
 - Witter- 2,443
- **Regular Season Attendance June 20 – July 5**
 - Cannon- 4,127
 - Comstock-8,722
 - Hillyard- 3,682
 - Liberty- 4,540
 - Shadle- 7,943
 - Witter- 6,391

Total regular Season- 35,405



Marketing & Communications

- **Printed guides** at grocery & convenience stores, libraries, community centers, office buildings, etc.
- **Electronic guide** saw 3K readers for summer
- **July utility bill insert** to all print and digital utility customers
- **KHQ weekly commercial** with rotating weekly content, highlighting 3 recreation programs each week
- **Earned media** highlighting the summer guide release, sports field improvement fee, aquatics, cornhole league, and kayak rentals
- **Emails** to our database and Spokane Public Schools parents
- **Social media** promotions, paid targeted ads and organic posts, with 1,000 new followers in Q2



Questions??

Next Meeting
Wednesday, August 3

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 11, 2022		
Requester	Amy Lindsey	Phone number: 509-209-6956	
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 checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0560		
Item title: (Use exact language noted on the agenda)	AEG Presents NW, LLC concert production and booking services agreement amendment #1		
Begin/end dates	Begins: 07/15/2019 Ends: 12/31/2025 <input type="checkbox"/> Open ended		
Background/history: Riverfront Spokane is seeking an amendment to the AEG Presents NW, LLC concert production and booking services agreement to extend the term of the agreement to make up for years lost due to venue construction delays and COVID, reflect an adjusted annual rental fee and commission structure, clarify booking procedures, add additional blackout dates for community events, and set an annual deadline to provide notice of termination.			
Motion wording: Approve AEG Presents NW, LLC concert production and booking services agreement amendment #1			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: AEG Presents NW, LLC Name: Rob Thomas Email address: rthomas@aegpresents.com Phone: 206-652-9706			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Amy Lindsey Grant Management Department/Name: alindsey@spokanecity.org			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$200,000 Budget code: 1400-76120-36240-54341			
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: 602-638-221 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

CONTRACT AMENDMENT

Title: **CONCERT PRODUCTION AND
BOOKING SERVICES AGREEMENT**

This Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 ("AEG"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein AEG agreed to provide Concert Production and Booking Services for the City of Spokane Parks and Recreation Department; and

WHEREAS, revisions to the original Agreement have been requested, thus, the original Agreement is formally amended by this written document, and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 15, 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 shall become effective on July 1, 2022.

3. AMENDMENT.

The original Agreement is amended as follows:

1. EXCLUSIVITY; CONCERT PRODUCTION AND BOOKING SERVICES.

During the Term (as defined below), AEG shall be the exclusive booking agent, producer and promoter for live concerts and any other events, public or private, in which the live performance of music and/or comedy by a nationally recognized or regional drawing act is a primary featured element at the Venue (including but not limited to radio shows, live televised shows, or other similar live events broadcast from the Venue, etc.) (each a "Music Event" and collectively, the "Music Events"), except that City shall be permitted to produce and promote the Excluded City Events (as defined in Section 2 below), which Excluded City Events shall be deemed City Events, not Music Events, under this Agreement. In connection therewith, AEG may, at its sole option and in its sole discretion, co-promote Music Events with third parties of its choice. City

may only book Music Events at the Venue subject to the prior approval of AEG (which approval may be granted or withheld in AEG's sole discretion).

Additionally, during the Term, the Venue shall be AEG's exclusive 4,000-5,000 capacity venue in Spokane, WA.

~~AEG shall use commercially reasonable efforts to book at least thirty (30) Music Events (inclusive of AEG co-promoted Music Events) throughout the first three (3) years of the Initial Term (as defined in Section 3 below) of this Agreement. AEG's targeted minimum number of Music Events (each, individually, a "Target Minimum" and collectively, the "Target Minimums") for each of the first three years of the Initial Term are as follows:~~

- ~~• For the 2020 calendar year: Eight (8) Music Events~~
- ~~• For the 2021 calendar year: Ten (10) Music Events~~
- ~~• For the 2022 calendar year: Twelve (12) Music Events~~

During the Term, AEG will book and produce up to fifteen (15) Music Events per calendar year beginning in 2023. Additional dates must be approved by City and are subject to current Pavilion community (nonprofit) venue rental rate in addition to the \$2 ticket rebate per City's AXS Ticketing agreement.

The parties agree that if the U.S. Pavilion is booked with a Music Event on a date, City will not, without the mutual approval of the parties hereto, book on the same date the neighboring Lilac Bowl with a large scale ticketed music event that would compete with the Music Event booked at the U.S. Pavilion (e.g., City will not book an event at the Lilac Bowl on the same date that would compete with the tickets sales for the Music Event). For the purposes of clarity, City may book events at the Lilac Bowl on the same date at a different time than the Music Event at the U.S. Pavilion if the booking does not compete with the Music Event at the U.S. Pavilion as described above (e.g., City may hold a non-competing daytime event, like Pow Wow, at the Lilac Bowl on the same date that an evening Music Event is booked at the U.S. Pavilion). If City desires to book a large scale ticketed music event at the Lilac Bowl that would compete with a Music Event booked at the U.S. Pavilion, then City shall give notice to AEG of such desired booking and then AEG shall have five (5) business days to either confirm a booking at the U.S. Pavilion for such date (which would prevent City from making the desired booking at the Lilac Bowl) or else agree not to enforce the above restriction with respect to the noticed event (meaning that the noticed event may take place at the Lilac Bowl at the same time as any AEG scheduled Music Event at the U.S. Pavilion).

AEG may choose to cancel any Music Event for any reason in its sole discretion, including without limitation low ticket sales, artist cancellation or public safety concerns. If AEG cancels any Music Event pursuant to this provision (and not due to a Force Majeure Event or as a result of the acts or omissions of City), then AEG shall reimburse Company for its reasonable, actual non-recoupable costs incurred directly in connection with the canceled Music Event. Any Music Event cancelled pursuant to this paragraph shall not be deemed a Music Event under this Agreement upon such cancellation.

City acknowledges that this Agreement does not constitute an agreement to book, produce, promote or arrange any specific Music Event or any specific number of Music Events at the Venue and that all bookings are subject to scheduling, logistics and artist preference.

Notwithstanding the foregoing, City shall have the right to book both public and private, non-Music Event rentals at the Venue ("City Events") at its own cost, expense and liability, and to retain all revenue therefrom, subject to availability; provided, that (a) such City Events do not interfere with AEG's use of the Venue for Music Events (in accordance with the terms of this Agreement); and (b) City does not use any Third Party Promoter (as defined below) for such events. City Events may include, but not be limited to: community events with local performers, events with educational institutions, weddings, family reunions, yoga and other fitness-related events, beer festivals, religious events, and collaborations with City partners. If any City Event involves the booking of music or comedy performers, City shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such City Event.

City shall not permit any other person, firm, corporation or other entity ("Third Party Promoter") to book, schedule, produce, promote or present any Music Event at the Venue without AEG's prior written consent (which consent may be granted or withheld in AEG's sole discretion), excluding City Events, which shall be subject to the foregoing paragraph. Notwithstanding the foregoing, in the event that a Third Party Promoter requests to promote, produce or present a Music Event at the Venue and AEG consents, AEG shall have the right (exercisable in AEG's sole discretion) to co-promote such Music Event on a basis equal to that of City, or if City is not a co-promoter, equal to that of the Third Party Promoter. Likewise, AEG may choose not to participate in such a proposed event, and in such case, the event will not be subject to the terms of this Agreement.

2. BOOKING PROCEDURE; CITY BLACKOUT DATES; EXCLUDED CITY EVENTS.

Booking Procedure: The parties agree to the following booking procedure for events at the Venue:

- City shall have the right to book City Events during any date falling between October 1 and April 30 during the Term; provided that on September 1 of each year, City shall open the calendar for the Venue so that AEG may place holds and otherwise book Music Events on dates between October 1 of that year and April 30 of the next year, which dates do not otherwise have a confirmed booking at the time of AEG's booking. If AEG desires to make a booking for a date between October 1 and April 30 prior to September 1, such booking shall require the consent of City.
- Except for the Blackout Dates described below, AEG shall have the right to book Music Events during any date falling between May 1 and September 30 during the Term; provided that on April 1 of each year, City shall be permitted to submit and challenge dates between May 1 and September 30 of that same year in order to book City Events and AEG agrees to respond to any challenged dates within seventy-two (72) hours of notice. If City desires to make a booking for a date (other than the Blackout Dates) between May 1 and September 30 prior to April 1, such booking shall require the consent of AEG.

~~Blackout Dates: City shall have the right to produce, promote and present the following four (4)-annual City Events at the Venue during each year of the Term, which events shall take place on up to thirteen (13) total dates to be mutually agreed upon by the parties (the "Blackout Dates") each year of the Term; provided that City must give AEG advanced notice of all proposed Blackout Dates for each year of the Term on or before November 1 of the prior year:~~

- ~~• Pig Out in the Park, which is held over a six (6) day period including Labor Day weekend each year. The event includes live music performances, food and market vendors (e.g. arts, crafts).—~~

- ~~Powwow, which is held over a three (3) day period during the third weekend in August each year. Powwow is an annual gathering of Spokane tribes to celebrate Native American heritage and includes dancing and singing competitions and market vendors (e.g., food, arts and craft).~~
- ~~Hoopfest, which is held over a three (3) day period over the last weekend in June each year. Hoopfest includes multiple 3-on-3 basketball tournaments, food and beverage vendors, and other basketball/sports centric activities and promotions.~~
- ~~Pride, which is a national one (1) day celebration typically held on the second Saturday in June.~~

City shall have the right to produce, promote and present the following six (6) annual City Events plus one (1) additional floating City Event at the Venue during each year of the Term, which events shall take place on up to eighteen (18) total dates (including two (2) floating event days) to be mutually agreed upon by the parties (the “Blackout Dates”) each year of the Term; provided that City must give AEG advanced notice of all proposed Blackout Dates for each year of the Term on or before September 1 of the prior year:

- 1. Pig Out in the Park. Held over a six (6) day period including Labor Day weekend each year. The event includes live music performances, and food and market vendors (e.g., arts, crafts). Usually this event (including the musical performance(s)) is free to the public, but if tickets are to be sold to the public for the event/musical performance(s), then City (or other event organizer, as applicable) will be required to hire AEG to book, produce, and provide the talent for the event.**
- 2. Hoopfest. Held over a four (4) day period during the last weekend in June each year. Hoopfest features multiple 3-on-3 basketball tournaments, food and beverage vendors, and other basketball/sports centric activity and promotions.**
- 3. Pride. A national one (1) day celebration typically held on the second Saturday in June.**
- 4. 4th of July. A City-produced one (1) day event that includes local music (e.g., Spokane Symphony or other local artist), food vendors, fireworks and patriotic ceremony, but which does not include live performances of music or comedy by a nationally recognized or regional drawing act as a primary featured element.**
- 5. Beer Festival. Held over two (2) days during the last weekend in September. The event may include live music performances by local small acts, and food and beverage vendors. The event does not include live performances of music or comedy by a nationally recognized or regional drawing act as a primary featured element.**
- 6. Powwow. Held over three (3) day period during the third weekend in August each year. Powwow is an annual gathering of Spokane tribes to celebrate Native American heritage and includes dancing and singing competitions and market vendors (e.g., food, arts and crafts).**
- 7. Floating Dates. Two (2) floating blackout days, which City will use to support Visit Spokane convention activities, which activities shall not include live performances of music or comedy by a nationally recognized or regional drawing act as a primary featured element. These floating dates cannot be scheduled before January 1 of the same year. After January 1, City may issue a challenge in which AEG will be provided a fourteen (14) day challenge period for AEG to confirm a Music Event for the challenged dates. If a Music Event is not so confirmed, the date will be offered to Visit Spokane client. No floating Blackout Date may be used on a date that AEG has already booked a confirmed Music Event.**

Excluded City Events: The following events shall be the “Excluded City Events” (which shall be considered City Events, not Music Events, for the purposes of this Agreement) as long as they contain only such live performance of music and/or comedy elements as are specifically described in this Agreement for such Excluded City Events:

- each of the City Events held on the Blackout Dates, as described above; and
- a to-be-named film series event, similar to Film on the Rocks at Red Rocks, which includes a performance by a single small local band, which will be scheduled in accordance with the Booking Procedure described above.

If City desires to add live performance of music and/or comedy elements (that are not described in this Agreement) to any of the Excluded City Events, City shall request approval from AEG and shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such elements.

3. TERM OF AGREEMENT; OPTIONS.

~~Subject to either Party's rights to terminate this Agreement in accordance with the terms set forth herein, the term of this Agreement shall commence as of January 1, 2020 and shall continue until and through December 31, 2023 (the “Initial Term”). Upon conclusion of the Initial Term, AEG shall have one (1) option, exercisable by AEG at AEG's sole discretion, to extend the term of this Agreement for an additional one (1) calendar year, subject to such City approvals as are legally required for the effective exercise of such option (the “Option” and such additional time period, the “Option Period”), on the same terms and conditions as set forth herein (except that there shall be no specific Target Minimums for any year of the Option Period). The Initial Term and the Option Period (if any) are herein referred to collectively as the “Term.” AEG may exercise its Option by giving City written notice of exercise no later than the end of the Initial Term.~~

Subject to either Party's rights to terminate this Agreement in accordance with the terms set forth herein, the term of this Agreement shall commence as of January 1, 2021 and shall continue until and through December 31, 2025 (the “Term”); provided, however, that AEG shall have the right, in its sole discretion, to terminate this Agreement in its entirety as of December 31, 2022 for any or no reason at all if AEG shall deliver written notice of its exercise of such option to City on or before October 1, 2022.

During the 2023, 2024, and 2025 calendar years of the Term (if there shall be any), AEG shall use commercially reasonable efforts to book at least twenty-four (24) Music Events at the Venue and AEG's targeted minimum number of Music Events for each year of the Option Period shall be eight (8).

4. COMPENSATION / PAYMENT.

As full and complete consideration for the rights granted herein, AEG will pay to City, for each year of the Term, an annual facility rental fee (the “Facility Rental Fee”), which shall be calculated as follows:

- ~~• For the portion of the 2019 calendar year included in the Term: \$2 per ticket sold to each Music Event held at the Venue during the 2019 calendar year (provided that, for the purpose of this Section 4, the Venue's grand opening shall not be included as a Music Event).~~
- ~~• For each calendar year of the Term: the greater of (a) \$2 per ticket sold to each Music Event held at the Venue during such calendar year or (b) \$80,000 (regardless of the number of shows).~~

~~Notwithstanding the foregoing, the parties agree that if the Venue is not built and ready for use as contemplated by this Agreement on or before January 1, 2020, the annual Facility Rental Fee for the 2020 calendar year shall be calculated as \$2 per ticket sold to each Music Event held at the Venue during the 2020 calendar year (i.e., subsection (b) of the calculation shall not apply). Further, if the Venue is not built and ready for use as contemplated by this Agreement by January 1 of any subsequent year of the Term, the annual Facility Rental Fee for such subsequent calendar year shall also be calculated as \$2 per ticket sold to each Music Event held at the Venue during such calendar year (i.e., subsection (b) of the calculation shall not apply).~~

For each calendar year of the Term, the Facility Rental Fee will be in the amount of Forty Thousand Dollars (\$40,000), which will be paid to the City in quarterly payments throughout the term, with the last payment for each calendar year made within thirty (30) days after the last Music Event for that calendar year.

Payment of the annual Facility Rental Fee will be made by AEG to City in quarterly payments throughout the Term, with the last payment for each calendar year made within thirty (30) days after the last Music Event for that calendar year. Beginning in 2020, the first three payments for each year of the Term will each be in the amount of Twenty Thousand Dollars (\$20,000) and the fourth payment will be either in the amount of Twenty Thousand Dollars (\$20,000) or such greater amount as may be due pursuant to the calculation of the total Facility Rental Fee for that year as described above.

5. FOOD AND BEVERAGE REVENUE.

City shall engage, at City's cost and expense, a third-party concessionaire (the "Concessionaire") to conduct the food and beverage concessions at the Venue. City shall consult with AEG and reasonably cooperate with AEG regarding the selection of the Concessionaire, the agreement with the Concessionaire, and the placement of the concession locations at the Venue, and shall appoint an AEG representative to the Concessionaire RFP selection committee for the Venue. AEG shall assist City with procuring the Concessionaire through the AEG representative appointed to the Concessionaire RFP selection committee.

~~As between the Parties, City shall be entitled to 80% and AEG shall be entitled to 20% of the gross amount due to City from the Concessionaire with respect to the food and beverage concessions at the Venue during each Music Event ("F&B Revenue"); provided that if AEG exceeds the Target Minimum number of Music Events for the particular year, AEG shall be entitled to the following adjusted percentage of the F&B Revenue for the number of Music Events in excess of the Target Minimum for that year and AEG shall be permitted to select which Music Events in that year shall be subject to the adjusted percentage:~~

- ~~• For the 2020 calendar year: 30% (if AEG exceeds eight (8) Music Events)~~
- ~~• For the 2021 calendar year: 35% (if AEG exceeds ten (10) Music Events)~~
- ~~• For the 2022 calendar year: 40% (if AEG exceeds twelve (12) Music Events)~~

~~During the 2023 calendar year and during the Option Period, if any, AEG shall be entitled to 20% of the F&B Revenue; provided that if AEG books, produces and/or promotes more than twelve (12) Music Events in any particular year, AEG shall be entitled to 40% of the F&B Revenue for the number of Music Events in excess of twelve (12) and AEG shall be permitted to select which Music Events in that year shall be subject to the increased percentage.~~

~~For the avoidance of doubt, by way of example, if AEG produces eight (8) or fewer Music Events in 2020, AEG will receive 20% of the F&B Revenue for each of the eight (8) Music~~

~~Events. However, if AEG produces ten (10) Music Events in 2020, AEG will receive 20% of the F&B Revenue for eight (8) of the Music Events and 30% for two (2) of the Music Events, and AEG shall be permitted to select the two (2) Music Events to which the 30% rate applies.~~

As between the Parties, City shall be entitled to fifty percent (50%) and AEG shall be entitled to fifty percent (50%) of the gross amount due to City from the Concessionaire with respect to the food and beverage concessions at the Venue during each Music Event ("F&B Revenue").

If AEG chooses to use the Concessionaire for any backstage catering (e.g., feeding artists, AEG staff, etc.) at any Music Event, the Concessionaire's services shall be provided at cost (i.e., at the same cost as is charged to City by Concessionaire) plus ten percent (10%). If AEG chooses to use the Concessionaire for any private event catering at any Music Event (e.g., if a private party occurs at or in connection with a Music Event), the Concessionaire's services shall be provided at cost plus ten percent (10%). If AEG choose to use a different concessionaire for either of the purposes described in this paragraph, AEG shall pay a ten percent (10%) service charge for doing so.

AEG shall notify City in advance of the applicable Music Event if AEG wishes to provide catered food for any of its patrons, Artists, guests, or employees at the Music Event. Food and non-alcoholic beverage catering services to be used by AEG in connection therewith should not interfere with Venue's concessions.

In compliance with Washington laws relating to the sale and distribution of alcoholic beverages, only the Venue's Concessionaire may order or serve alcoholic beverages at the Venue.

6. SPONSORSHIP REVENUE; COMMISSION.

~~City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue (i.e., naming rights sponsor)), subject to the prior written approval of the other Party as to both sponsor and the terms of such sponsorship. Each Party shall be entitled to a twenty percent (20%) commission payable directly to itself on any cash sponsorship fees ("Sponsorship Fees") secured through or as a direct result of its efforts ("Commission"), which Commission amount shall not be included as Adjusted Gross Revenue. The remainder of the Sponsorship Fee, less any costs associated with securing the sponsorship and/or the sponsorship activation, shall be shared equally by the Parties (i.e., City shall receive 50% and AEG shall receive 50%). No Commission is payable on any in-kind sponsorship fees.~~

City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue or permanently rename any part of the Venue (including any permanent amenity or structure at the Venue) (i.e., naming rights), subject to the prior written approval of the other Party as to both the sponsor and the terms of such sponsorship. AEG will be entitled to seventy-five percent (75%) of the Net Cash Sponsorship Fees and City will be entitled to twenty-five percent (25%) of the Net Cash Sponsorship Fees. For the purposes of this Agreement, "Net Cash Sponsorship Fees" shall mean the total amount received by either party in connection such sponsorships (the "Sponsorship Fees") in cash (i.e., not including in-kind fees), less any costs associated with the sponsorship activation (e.g., hard/direct costs, costs of tickets given to the sponsor, costs of any buildout or signage that are borne by AEG or City, (not staff time), etc.).

City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.

9. AEG OBLIGATIONS.

In addition to any other responsibilities set forth in this Agreement, AEG shall be solely responsible for the following related to the Music Events:

Artist Agreements:

- Identifying, selecting, negotiating with and securing by contract each performer or attraction (each, an “Artist”) that is the subject of a Music Event (“Artist Agreement”). City shall have no approval right financial or otherwise over the Artists.
- Paying all deposits to, and settling with, Artists.
- Paying all ASCAP, GMR, BMI & SESAC royalties related to the Artist performances.
- Managing the sale of Artist merchandise either by the Artist or AEG on behalf of the Artist.

Marketing:

- **The parties will develop mutually approved brand standards, design standards, and stage scrics that will be used consistently in connection with the Venue. The official venue name, “Spokane Pavilion”, must be used consistently by both parties, to include on the Venue’s web-site.**
- Acting as lead on all marketing efforts for each Music Event. (The marketing plan may include digital, television, radio, print and other campaigns, and may include, at AEG’s discretion, cross-promotion with other AEG-affiliated venues.)
- Coordinating with City on all advertisements, promotions and e-mail marketing related to each Music Event.
- Coordinating with City on all social media for each Music Event.
- Coordinating with Artist on all marketing related to each Music Event.

Music Events:

- Providing the personnel necessary to produce the Music Events, including ticket takers, ushers, hospitality, stagehands and stage manager(s), wardrobe personnel, sound and light technicians, forklift operators, sound and light technicians, and any other laborers required to stage the Music Event.
- Providing security for the Events (except that in no event shall AEG be responsible for alcohol enforcement security, which shall be the responsibility of the Concessionaire and shall be paid for by the Concessionaire, or basic Venue security, which is a City obligation). City shall be responsible for ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events. Whether AEG opts to use the City’s contracted security provider or not, Music Event security (but not alcohol enforcement security) shall be an Approved Event Cost.
- Coordinating with City on Music Event show times including doors, start time, intermissions, dB restrictions and curfews as defined by Spokane Municipal code and City noise ordinance.
- Managing Music Event load-in and load-out and day-of coordination.
- On an event-by-event basis, work with City to mutually determine any City staffing required for the Music Event.

Other Obligations:

- Managing the booking calendar, including holds and confirmations, for the Venue.

- Organize, attend and lead event planning meetings (including with the City) in advance of each Music Event.
- Coordinate with City regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Create an annual operations plan for the season at the Venue ("Season Operations Plan"), which Season Operations Plan will include a list of the anticipated Music Events for the applicable season, the expected capacity for the Music Events, the anticipated load-in and load-out dates for the Music Events, the spaces at the Venue to be used for the Music Events, the expected deliveries for the Music Events, the expected security, concessions and staffing requirements for the Music Events, and other basic anticipated Venue needs for the season. AEG will coordinate with City in the creation of the Season Operations Plan to ensure that City can fulfill any City obligations in the Season Operations Plan. The Season Operations Plan will be delivered to City on or before March 1 of each year of the Term and shall be subject to City's reasonable approval.
- Create a show event plan ("Show Event Plan"), to be delivered to City at least one week in advance of the applicable Music Event, which Show Event Plan will include the show run of events. AEG will coordinate with City in the creation of the Show Event Plan to ensure that City can fulfill any City obligations in the Show Event Plan (either directly or through third parties). Any changes to the Show Event Plan will be communicated to the City as soon as reasonably practicable.
- Create an annual production rider for the Music Events for the season at the Venue ("Production Rider"), to be delivered to City on or before March 1 of each year of the Term. The Production Rider will include a description of the utility services (electrical, communication, AV, etc.), rigging requirements, staging needs, lifts, backstage catering, and technical rider required for the Music Events.
- Designing, developing and maintaining the Venue's website in accordance with any reasonable brand standards provided by City to AEG. The domain for the website will be secured by the City and the City shall own all rights thereto.
- Perform all other obligations customarily performed by an event promoter in connection with each Music Event.
- ~~• Reserve twenty six (26) complementary house tickets for City for each Music Event.~~
- **Reserve thirty (30) complementary house tickets for City for each Music Event.**
- Reasonably collaborate with City (and local law enforcement, fire department and medical providers) so that City may create a comprehensive emergency response and management plan for the Venue, including fire-safety. (Such collaboration may require certain AEG staff to attend emergency preparation trainings and drills organized by the City).

10. CITY OBLIGATIONS.

In addition to any other responsibilities set forth in this Agreement, City shall be solely responsible for the following related to the Music Events:

Venue Operations:

- Providing a first-class venue, including Venue lighting systems, adequate bathrooms and backstage facilities in a condition safe and suitable for the presentation of Music Events.
- Making available at no additional cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, the following production equipment:
 - A 40x40 stage (minimum)
 - A Warehouse style forklift (5,000 lb. capacity)

- 15-30 one-meter cable trays for running heavy cables in high traffic areas
- 80' of MOJO-style barricade or other mutually-agreed upon stage barrier (City will rent this as needed)
- Certain bike racks (maximum number to be agreed upon by the Parties) and covering for the provided bike racks
- A small inventory of 6' portable tables and folding chairs (maximum number of each to be agreed upon by the Parties)
- Approximately 100' of black event pipe and drape (in 8' sections)
- Onsite access to gigabit speed internet
- Access to two 400-amp and one 200-amp, three phase services within close proximity to stage
- 12- 6' tables and folding chairs for show production
- Trash and recycling receptacles for the Venue
- Furniture for the dressing rooms at the Venue
- ~~Maintaining, repairing and keeping up the Venue, the City provided production equipment, and related systems (electric, plumbing, fire safety and suppression, stage, barricade, etc.) in a condition safe and suitable for the presentation of Music Events.~~
- **Maintaining, repairing and keeping up the Venue, the Venue's grounds, the City-provided production equipment, and related systems (electric, plumbing, fire safety and suppression, stage, barricade, etc.) in a condition safe and suitable for the presentation of Music Events. In connection with the foregoing, City shall give AEG at least two (2) weeks' prior notice, which notice shall be made in writing (email shall suffice), prior to temporarily closing the Venue for any activity related to maintenance (including without limitation grounds maintenance) and shall not conduct any such maintenance in a manner or at a time or day that would negatively affect any Music Event that is confirmed on or before seventy two (72) hours after the date of such notice being delivered to AEG.**
- **Cleaning the Venue (before, during and after each Music Event) in a manner materially compliant with local health district guidelines related to COVID-19 protocols and reasonably consistent with those procedures engaged in by operators of similar venues and by City for other events at the Venue.**
- **Developing, implementing, managing, and monitoring, at its own cost and expense, (and communicating to AEG, which shall comply with City's implemented procedures and protocols) all COVID-19-related procedures and protocols for the Venue, including without limitation any required of similarly situated music venues by applicable law, rule or regulation (including for example and without limitation, any admission or entry procedures / requirements, exit procedures / requirements)."**
- Providing professional, high speed internet for the Music Events, sufficient to be used by AEG, backstage, the offices, the artists, and the concessionaire.
- Giving AEG access to and permission to use the additional non-shaded space (the "Additional Space") at the Venue, including corridors for ingress and egress as outlined in Exhibit B at no additional cost to AEG; provided, that City reserves the right to control all City administrative offices, concession locations and other shaded designated spaces in and around such Additional Space.
- Providing office space with telephone lines and a settlement office to AEG during the Music Events, including during set up and take-down of the Music Events.
- Parking and traffic management.

- Conducting snow removal and surface treatment for the Venue and surrounding areas (including without limitation parking lots, sidewalks, seating areas).
- Cleaning the Venue after each Event.
- Contracting for ticketing at the Venue with a ticketing provider.
- Providing (at no additional cost) reasonable on-site parking for AEG's personnel, the Artist(s) for each Music Event and any support personnel as Venue post-construction layout allows.
- Making available at no cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, adequate spaces at the Venue, which spaces shall be located near the Venue's points of entry/exit, for temporary merchandise sales locations. The parties shall mutually agree on the exact location, size and other details of such spaces.
- Obtaining and maintaining all required permits and approvals, including without limitation any local use permits for the Music Events and/or any sound/noise permits, the costs of which shall be Approved Event Costs if and to the extent that such permits or approvals relate solely to one or more Music Events, but shall not be Approved Event Costs to the extent they relate to the Venue generally.
- Make available at no cost to AEG and the Venue's Concessionaire for the Music Events, including during set up and take-down of the Music Events, all of the food and beverage concessions facilities located in and around the Venue.
- Performing all other obligations customarily performed by an operator in connection with a Venue putting on Music Events.
- **Additional services for reserved shows: City will provide at no cost to AEG transportation equipment (e.g., truck, trailer) and one (1) laborer to transport additional chairs (i.e., in addition to the 800 chairs provided per the next sentence) for reserved/seated shows.**

City will provide AEG at no cost to AEG with 800 chairs for use in the reserved seating areas at the Events (which chairs will be stored by City at City's cost (if there is any such cost), and may be used by City, when not in use for an Event); any additional required chairs will be arranged for, and paid for by, AEG.

Fence adjustments beyond venue standard set-up: If AEG requests that any of the Venue's fences be moved or otherwise adjusted, AEG pay City \$1,000 for each significant move (ex. If a Central plaza fence addition is requested or adjusting clock tower meadow fence is requested). However, City is responsible for returning all fences to their standard set-up positions after any City or third party Event at the Venue and such standard set-up position shall be in place reasonably in advance of any Music Event. Any adjustments required as a result of City's failure to comply with the foregoing shall be completed by City at no cost to AEG.

If AEG or an artist performing at one of its Music Events materially damages the Venue (reasonable wear and tear excepted), then AEG shall be responsible for reimbursing City for the reasonable costs incurred by City in connection with correcting such damage, provided that City delivers to AEG notice of such damage within 24 hours of the end of the applicable Music Event and gives AEG an opportunity to promptly inspect the Venue for such damage.

Marketing:

- Coordinating with AEG on all advertisements, promotions and marketing related to each Music Event.
- Coordinating with AEG on all social media for each Music Event.

Music Event Staffing:

- Providing basic Venue security, crowd management personnel, medical, box office personnel, and any other laborers required to stage a Music Event not listed as the responsibility of AEG above.
- Preparing and implementing a security and crowd management plan to protect all persons within the Venue and areas adjacent thereto (e.g., parking lots, plaza areas, etc.), and hiring, directing, supervising and assuming responsibility for all Venue security personnel. To the extent City provides or is responsible for security and security personnel pursuant to this Agreement, City agrees and acknowledges that at no time and under no circumstance shall AEG be liable or responsible for the activities and/or actions of the parties providing such security services.

Other Obligations:

- Giving AEG access to the Venue's booking calendar for the Venue.
- Coordinating with AEG and Artists with respect to the production of each applicable Music Event.
- Cooperating with AEG in implementing sponsorships, including temporary signage, banners, booths and in-Venue promotions.
- Providing AEG with reasonable access to the Venue for walk-throughs, sound checks, sponsorship sales, etc. on an as-needed basis.
- Attend event planning meetings with AEG in advance of each Music Event.
- Performing all other obligations customarily performed by venue operators in connection with each Music Event.
- Coordinate with AEG regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events.

22 . FORCE MAJEURE EVENT.

~~In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. Notwithstanding the foregoing, if the Force Majeure Event results in City being unable to operate the Venue for a continuous period of thirty (30) days or more, the Term of this Agreement shall be extended on a day by day basis for any period of time that the AEG is not able to book Music Events with reasonable assurances that that Venue will be fully operational. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.~~

~~Notwithstanding the foregoing, if the Venue is closed or otherwise unavailable for the booking and promotion of Music Events during the Term for any reason other than AEG's misconduct,~~

~~the minimum Facility Rental Fee and the Target Minimums for the time period of unavailability shall be reduced proportionately.~~

In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. Further, if the Force Majeure Event results in City being unable to operate the Venue, or AEG is otherwise unable to book Music Events with reasonable assurances that that Venue will be fully operational, in each case for a continuous period of thirty (30) days or more, the Term of this Agreement shall be extended on a day by day basis for any period of time that the AEG is not able to book Music Events with reasonable assurances that that Venue will be fully operational. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; pandemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God. Notwithstanding anything else contained herein, a Force Majeure Event shall also include, without limitation, government restrictions or recommendations or City requirements, including those related to the COVID-19 pandemic, that restrict public gatherings, reduce the capacity of Music Events or the Venue, adversely impact admission procedures to Music Events or the Venue, or adversely impact Music Event or Venue operations. Additionally, the Parties hereby acknowledge and agree that while current events related to the COVID-19 pandemic are known, the future and/or lasting effects of the pandemic are unforeseeable and shall be considered a Force Majeure Event to the extent that performance of either Party's obligations under the Agreement, as amended by this Amendment, is illegal, impossible or commercially impractical.

Notwithstanding the foregoing or anything else set herein, if the Venue is closed or otherwise unavailable to AEG for the booking and promotion of Music Events during the Term for any reason other than AEG's misconduct (including, without limitation, closure or unavailability as a result of a Force Majeure Event), the Facility Rental Fee and the target minimums number of Music Events for the calendar year(s) that includes the period of such closure or unavailability shall be reduced by an amount mutually agreed upon by the parties after good faith negotiations. For the purposes of clarity, the foregoing sentence shall apply if AEG is not permitted (by City or any other authority or due to any reason) to hold Music Events at the Venue for any reason other than AEG's misconduct (including without limitation as a result of any Force Majeure Event).

29. COVID-19.

1. **Compliance with Laws.** In connection with its activities related to the Event, each party agrees to materially comply with all applicable federal, state, and local laws, regulations, and government mandates (including but not limited to those regarding COVID-19), and each of the parties shall take appropriate steps to ensure that its activities and use of the Venue does not negatively impact the safety and welfare of the other party's employees. In addition, until such time as the parties agree to discontinue any such measures, the parties shall each use reasonable measures to implement procedures and protocols to help reduce the spread of COVID-19 at the Venue. Artist's unavailability or inability to perform due to

such mandates and/or the measures implemented under this provision shall constitute a Force Majeure Event.

2. **Waivers & Releases.** Unless otherwise agreed, mutually -agreed upon signage regarding COVID-19 shall be placed at each entrance to the Venue, advising that people with symptoms or exposure to COVID-19 should not enter and cautioning that there is an inherent risk of exposure to COVID-19. In addition, if the primary ticketing company for the Event is a company other than Ticketmaster or AXS, then the party in privity with the primary ticketing company will cause it to include customary waivers and releases related to COVID-19 as part of the ticket sales and transfer process.

3. **COVID-19/Force Majeure.** Licensee's obligations are subject to the Venue having full sellable capacity for the Event. If government restrictions or recommendations, including those related to the COVID-19 pandemic, reduce the sellable capacity of the Event and/or have a material adverse impact on admission procedures to the Venue, and/or adversely impact Event or Venue operations, then the parties shall meet and confer in good faith to discuss whether to proceed, reschedule, or cancel the Event. If the parties cannot mutually agree, then the government restrictions or recommendations shall constitute a Force Majeure occurrence and the Event shall be cancelled.

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

AEG Presents NW, LLC

**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

22-123

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 11, 2022		
Requester	Amy Lindsey	Phone number: 509-209-6956	
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)	Idaho Central Credit Union sponsorship agreement		
Begin/end dates	Begins: 05/01/2022 Ends: 12/31/2022 <input type="checkbox"/> Open ended		
Background/history: Riverfront Spokane is seeking approval of a sponsorship agreement with Idaho Central Credit Union (ICCU) that provides sponsor with image association, media benefits, digital and social media recognition and hospitality during the 2022 event season. Sponsorship recognition includes title sponsorship of the 4th of July Celebration with the Spokane Symphony, presenting sponsorship of Riverfront Eats and Movies at the Pavilion, and other promotional benefits.			
Motion wording: Approve 2022 sponsorship agreement with Idaho Central Credit Union			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Idaho Central Credit Union Name: Michael Watson Email address: mwatson@iccu.com Phone: 208-239-3017			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Amy Lindsey Grant Management Department/Name: alindsey@spokanecity.org			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$50,500 Budget code: 1400-54343-76120-34797			
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 checked="" type="checkbox"/> UBI: 604-261-793 Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

RIVERFRONT SPOKANE
SPONSORSHIP AGREEMENT

This Official Sponsorship Agreement is entered into between Idaho Central Credit Union, a Spokane limited liability company whose principal place of business is at 4400 Central Way, Chubbuck, Idaho 83202 (Sponsor), and the City of Spokane Parks and Recreation Department, (Parks) a governmental entity whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, and is effective as of the date signed below.

WHEREAS, Parks owns and maintains many properties and manages a wide variety of recreation programs; and

WHEREAS, Parks desires to engage and partner with citizens and corporations to support appropriate uses and development of those properties and programs; and

WHEREAS, Sponsor desires to identify itself/himself/herself/themselves as a sponsor of Parks' and Sponsor's shared vision of a viable future for those properties and programs; and

WHEREAS, Sponsor will increase its exposure and visibility in the community and enhance its image by becoming a Sponsor of certain properties, programs, and events organized by Parks.

NOW, THEREFORE, the parties agree as follows:

1. The initial term of this Agreement will be May 1, 2022 through December 31, 2022.
2. Sponsor agrees to pay Parks FIFTY THOUSAND FIVE HUNDRED DOLLARS (\$50,500) in exchange for the sponsorship assets outlined in Exhibit B --Scope of Services.
3. During the term of this agreement, Idaho Central Credit Union ~~grants~~ to Parks the revocable, non-exclusive right to use of associated brand names, trademarks, service marks, logos, emblems or insignia and other identification ("ICCU") in connection with Idaho Central Credit Union sponsorship of Parks events. Any use of Idaho Central Credit Union shall be in the form provided by Idaho Central Credit Union unless Idaho Central Credit Union has provided advance written approval of other forms or uses. Parks acknowledges that all rights, title, and interest to the Idaho Central Credit Union Parks' rights to use Idaho Central Credit Union will cease upon the expiration or termination of the agreement, at which time Parks will immediately discontinue its use of the Idaho Central Credit Union and return any materials belonging to Idaho Central Credit Union.
4. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party's use of the other party's

intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this agreement.

5. Notwithstanding anything herein to the contrary, neither party shall be liable hereunder for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of the possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.

6. If either party is prevented or delayed in whole or in part, from performing its obligations hereunder due to any cause beyond its reasonable control (a "Force Majeure Event"), the obligation of such party shall be excused for a reasonable period of time, not to exceed the period during which the party is prevented from performing. If a Force Majeure Event substantially prevents Parks from providing the agreed-upon sponsorship benefits, the parties shall work in good faith to agree upon substitute sponsorship benefits of comparable value. If Parks cannot provide substitute sponsorship benefits of comparable value, Idaho Central Credit Union shall receive a pro-rata refund of or reduction in the applicable sponsorship fee(s).

7. This agreement constitutes the entire understanding of the parties regarding Idaho Central Credit Union sponsorship of Parks events, and supersedes all offers, negotiations and other agreements. There are no representatives or understandings of any kind not set forth herein. Any amendments to this agreement must be in writing and executed by both parties.

8. If any provision of this agreement is found to be void or contrary to law, such term or provision shall be deemed severable from the other terms and provisions, and the remainder of this agreement shall be given effect as if the parties had not included the severed term.

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

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

IDAHO CENTRAL CREDIT UNION

By: _____

By: _____

Name: _____

Name: _____

Title: Director, Riverfront Park

Title: _____

Date: _____

Date: _____

M22-148a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

Updated: 10/21/2019 3:23 PM

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

NAME OF CONTRACTOR: Modern Construction & Consulting Services, LLC

PROJECT TITLE: Riverfront Park Red Wagon Metal Repairs and Painting

PROJECT NUMBER: 2022-0389

=====

DESCRIPTION OF CHANGE:

Item 1: Upgrade Paint & Logo, Sandblasting, Deck Removal & Replacement	\$	12,589.31
Item 2: Sandblast Trex Decking	\$	778.26
Item 3: Scaffolding and Tent Rental	\$	2,063.50

=====

TOTAL AMOUNT: \$ 15,431.07

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 73,328.25
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0
CURRENT CONTRACT AMOUNT	\$ 73,328.25
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 15,431.07
REVISED CONTRACT SUM	\$ 88,759.32

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	09/30/2022
CURRENT COMPLETION DATE	09/30/2022
REVISED COMPLETION DATE	NA

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Pre-Approved as to form: James Richman, Assistant City Attorney

Project: Red Wagon

Change Order #:1

1 24 P

Scope of Work: Prepwork and addd installation time to use the upgraded Sherwin Williams zinc painting product

7/1/2022

Paint Red Wagon Logo - it was bid to be vinyl per clarifications. Stencil cost either way was a push

Sandblasting added welding repair identified at jobsite. Added welding to Wagon with donation of corner plates

Remove & re-install peremeter planking for second welding procedures - 2 guys 2 days plus materials

DESCRIPTI N	END R	T	NITS	N I T P R I C E S			E T E N S I N S			T T A L C C S T S
				LAB R	E I P/ A T L	S B	LAB R	E I P/ A T L	S B	
General Supervision	CCS	32	mnhrs	\$ 51.25	\$	\$	\$ 1,640.00	\$	\$	\$ 1,640.00
				\$	\$	\$	\$	\$	\$	\$
Subcontractors				\$	\$	\$	\$	\$	\$	\$
Sherwin Williams Paint pgrade	NW Sandblast	1	sub	\$	\$	\$ 1,2 0.00	\$	\$	\$ 1,2 0.00	\$ 1,2 0.00
Painting Logo	NW Sandblast	1	sub	\$	\$	\$ 656.00	\$	\$	\$ 656.00	\$ 656.00
Added sandblast to welding	NW Sandblast	1	sub	\$	\$	\$ 4.00	\$	\$	\$ 4.00	\$ 4.00
Added welding to wagon complete	JBW Fabrication	1	sub	\$	\$	\$ 2,600.00	\$	\$	\$ 2,600.00	\$ 2,600.00
				\$	\$	\$	\$	\$	\$	\$
Re anchoring Trek Planking due to welding	CCS	32	mnhrs	\$ 51.25	\$ 4.00	\$	\$ 1,640.00	\$ 12 .00	\$	\$ 1,76 .00
				\$	\$	\$	\$	\$	\$	\$
							\$ 3,2 0.00	\$ 12 .00	\$ 5,520.00	\$, 2 .00
N T E S							Labor Burden Rate		2 .00	\$ 1 .40
This Change Order Proposal covers furnishing all labor, materials, and equipment defined in the scope of work. Unforeseen conditions encountered while performing this scope of work will be included within subsequent change order document.									Subtotal	\$, 46.40
							Insurance and Safety		2.00	\$ 1 6. 3
									Subtotal	\$ 10,043.33
							CCS Fee		15.00	\$ 1,506.50
							Total Construction Costs			\$ 11,54 . 3
							Sales Tax		.00	\$ 1,03 .4
							Total Costs with Sales Tax			\$ 12,589.31

DESCRIPTION	VENDOR	QTY	UNITS	UNIT P R I C E S			E X T E N S I O N S			TOTAL COSTS
				LABOR	EQUIP/MATL	SUB	LABOR	EQUIP/MATL	SUB	
General Supervision	MCCS	0	mnhrs	\$ 51.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractors				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NW Sandblast & Paint	NW Sandblast	1	sub	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 700.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ 700.00	\$ 700.00
NOTES:							Labor Burden Rate		28.00%	\$ -
This Change Order Proposal covers furnishing all labor, materials, and equipment defined in the scope of work. Unforeseen conditions encountered while performing this scope of work will be included within subsequent change order document.									Subtotal	\$ 700.00
							Insurance and Safety		2.00%	\$ 14.00
									Subtotal	\$ 714.00
							MCCS Fee		0.00%	\$ -
							Total Construction Costs >>			\$ 714.00
							Sales Tax		9.00%	\$ 64.26
							Total Costs with Sales Tax >>			\$ 778.26

<div> <div>Project: Red Wagon</div> <div>Change Order #:3</div> <div>Scope of Work: Scaffolding & Tent extended rental</div> </div> <div>1:34 PM 7/1/2022</div>										
DESCRIPTION	VENDOR	QTY	UNITS	UNIT P R I C E S			E X T E N S I O N S			TOTAL COSTS
				LABOR	EQUIP/MATL	SUB	LABOR	EQUIP/MATL	SUB	
General Conditions (add 10 working days)	MCCS	10	mnhrs	\$ 51.25	\$ -	\$ -	\$ 512.50	\$ -	\$ -	\$ 512.50
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractors				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Scaffolding & Tent Rental	NW Sandblast	1	sub	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ 512.50	\$ -	\$ 1,200.00	\$ 1,712.50
NOTES:							Labor Burden Rate		28.00%	\$ 143.50
This Change Order Proposal covers furnishing all labor, materials, and equipment defined in the scope of work. Unforeseen conditions encountered while performing this scope of work will be included within subsequent change order document.									Subtotal	\$ 1,856.00
							Insurance and Safety		2.00%	\$ 37.12
									Subtotal	\$ 1,893.12
							MCCS Fee		0.00%	\$ -
							Total Construction Costs >>			\$ 1,893.12
							Sales Tax		9.00%	\$ 170.38
							Total Costs with Sales Tax >>			\$ 2,063.50

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	July 11, 2022		
Requester	Berry Ellison	Phone number: 509.652-6276	
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/ext. <input type="radio"/> Lease <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)	TerraBella, Inc/Seeking Place site work (\$67,550, tax inclusive)		
Begin/end dates	Begins: 07/18/2022	Ends: 12/31/2022	<input type="checkbox"/> Open ended
Background/history: The Seeking Place at Riverfront Park by Artist Sarah Thompson Moore requires incidental site improvements for ADA access and surrounding landscape. Three (3) bids were received with the lowest responsible bidder offering a bid amount of \$67,550. The project is funded by the 2014 Riverfront Redevelopment Bond and is within the expected budget.			
Motion wording: Motion to approve TerraBella, Inc/Seeking Place site work in the amount of \$67,550, tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Terrabella, Inc Name: Grant Keller Email address: grant@terrabellainc.com Phone: 509 951-9227			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Pamela Clarke melissa@spokanearts.org Requester: Berry Ellison sthompsonmoore@gmail.com Grant Management Department/Name: jmoog@spokanecity.org grant@terrabellainc.com			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$67,550 3346-49574-94000-56315-99999			
Vendor: <input type="radio"/> Existing vendor <input checked="" 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: 602-401-678 Business license expiration date: 6/30/23 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane Invitation To Bid

Project Title: Seeking Place at Riverfront Park

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on N/A at N/A. The location will be NO PRE-BID WILL BE HELD FOR THIS PROJECT.
2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 1:00PM on July 7, 2022 to Berry Ellison at email to: bellison@spokanecity.org, Spokane, WA 99201.
4. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. AWARD OF CONTRACT. Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. PROJECT CONTACT. The Project contact for the City of Spokane is:

Name:	Berry Ellison
Department:	Parks & Recreation
Phone:	509.625.6276
Email:	bellison@spokanecity.org
3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by November 1, 2022.
4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$150.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
 - A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 7, 2022.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
- a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
220411 SEEKING PLACE-BID SET
3. SCOPE OF WORK.

WORK INCLUDES GENERAL NOTES (SHOWN BELOW) AND NOT LIMITED TO:

1. GENERAL CONTRACTOR TO COORDINATE WITH WORK BY ARTIST (SEE ARTIST SCOPE OF WORK BELOW)
2. SITE PROTECTION: CONSTRUCTION FENCING AND STORMWATER MANAGEMENT (BMPs)
3. SITE PREPARATION: EXCAVATION AND SUBGRADE PREPARATION FOR SCULPTURE PAD AND PATHWAY.
4. EARTHWORKS TO GRADE AND SHAPE SURROUNDING LANDSCAPE. CONTRACTOR TO BALANCE CUT/FILL TO MINIMIZE EXPORT OFF-SITE.
9. TREE REMOVAL (2 TOTAL) AND TREE PROTECTION.
10. LANDSCAPE RESTORATION INCLUDING IRRIGATION REPAIR AND TURF SOD TO COVER ALL AREAS DISTURBED BY THIS WORK.
11. PLACEMENT OF 4" THK CRUSHED BASALT PATHWAY AND PAD WITH INTEGRAL TACKIFIER.
12. TRENCHING FOR ELECTRICAL CONDUIT AND HANDHOLE.
13. AUGER 33 POST PIER HOLES RANGING IN DEPTH FROM 3'9" TO 5'2". HOLES TO BE 16" DIAMETER.

ADD/ALT 1

GENERAL SCOPE SUMMARY.

WORK INCLUDES, BUT IS NOT LIMITED TO:

1. SUPPLY AND INSTALL STEEL EDGING ADJACENT TO PATHWAY AND SCULPTURE PAD.

ARTIST SCOPE OF WORK:

WORK INCLUDES, BUT IS NOT LIMITED TO:

1. ELECTRICAL IMPROVEMENTS (TRENCHING BY GC)
2. IDENTIFY PEIR LOCATIONS. PROVIDE ONSITE SUPPORT DURING AUGER DRILLING (BY GC)
3. PLACE SONOTUBE SECTION(S), REINFORCING BAR(S), AND CONCRETE PEIR FOUNDATION(S)
4. PROVIDE AND INSTALL BASALT BOULDERS
5. INSTALLATION OF THE SCULPTURE POSTS AND PANELS.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: Seeking Place at Riverfront Park

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

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

BASE BID:	\$ 58000	Alternate #1 - SUPPLY & INSTALL STEEL EDGING	
SALES TAX (9 %)	\$ 5220	(Include Retail Sales Tax)	\$4330
TOTAL BASE BID PRICE:	\$ 63220		
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ 4500		\$
			\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	TERRAB*946J6
U.B.I. Number	602-401-678
Washington Employment Security Department Number	000-267432-00-4
Washington Excise Tax Registration Number	602-401-678
City of Spokane Business Registration Number	602-401-678

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(☒ YES) (☐ NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: TERRABELLA, inc.

SIGNATURE: 

TITLE: President PHONE: 509-951-9227

ADDRESS: PO Box 8291 Spokane, WA 99203



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: Seeking Place at Riverfront Park

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER SiteOne Supply

TYPE OF WORK/BID ITEM Irrigation supplies, Landscape Supplies

AMOUNT \$ 5000

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER American On Site

TYPE OF WORK/BID ITEM Construction Fencing

AMOUNT \$ 2500

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER Spirit Pruners

TYPE OF WORK/BID ITEM Tree Work

AMOUNT \$ 4500

CONTRACTOR'S REGISTRATION NO. SPIRIPL81216

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

7/07/2022

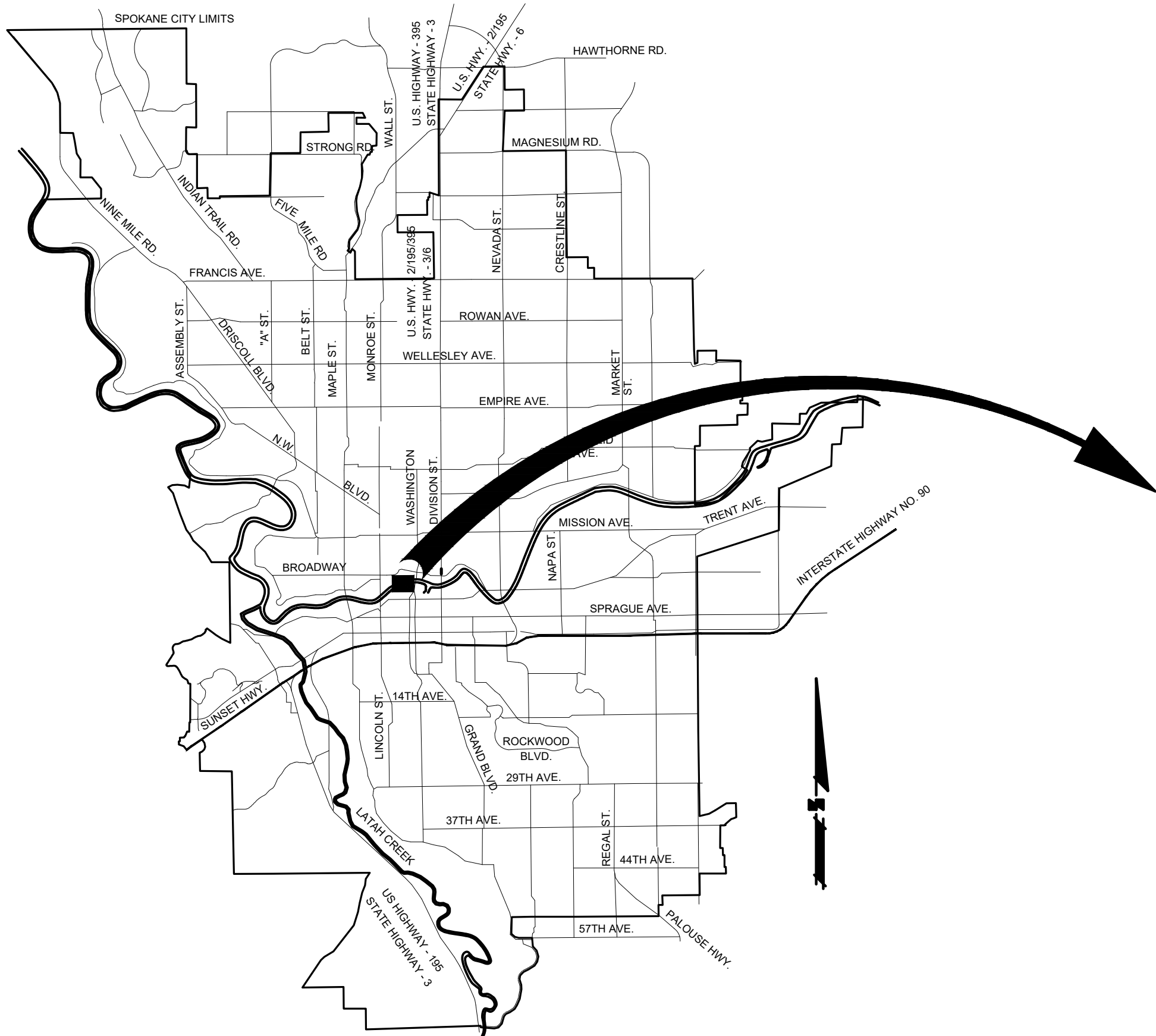
Date

Signature of Authorized Representative

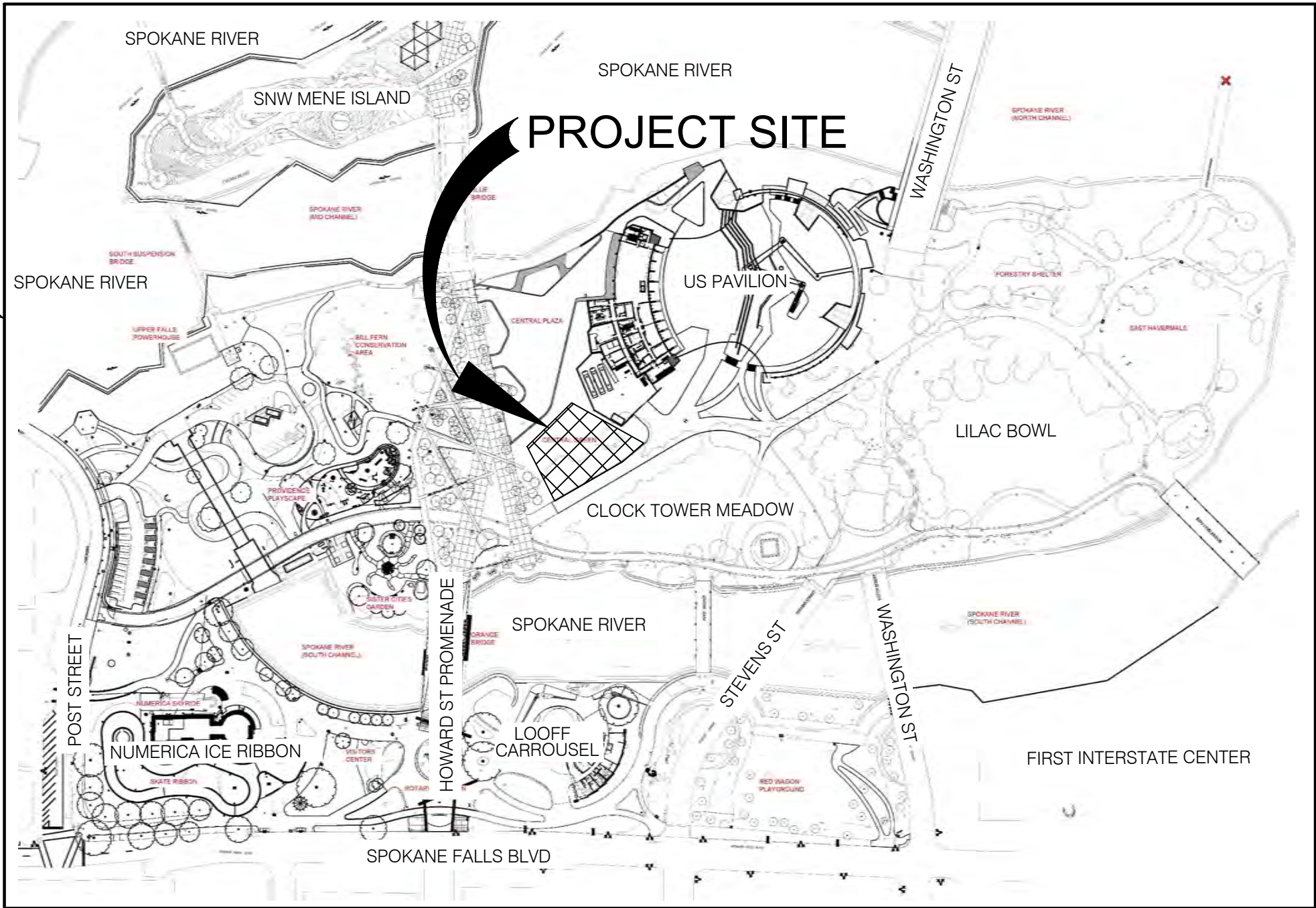
CITY OF SPOKANE, WASHINGTON

DEPARTMENT OF PARKS AND RECREATION

SEEKING PLACE
AT RIVERFRONT PARK



CITY OF SPOKANE



LOCTION MAP

MAYOR

NANDINE WOODWARD

COUNCIL MEMBERS

BREEAN BEGGS - PRESIDENT

JOHNATHAN BINGLE

MICHAEL CATHCART

BETSY WILKERSON

LORI KINNEAR

ZACK ZAPPONE

KAREN STRATTON

CITY ADMINISTRATOR

JOHNNIE PERKINS

DIRECTOR OF PARKS

GARRETT JONES

PROJECT CONTACT(S)

BERRY ELLISON, PLA.

OWNER'S REPRESENTATIVE

LANDSCAPE ARCHITECT/CONSTRUCTION MANAGER

SPOKANE PARKS AND RECREATION

PROJECT MANAGER, (509) 625-6276

SARAH THOMPSON MOORE

ARTIST, (208) 691-2712

DRAWING INDEX

CVR: COVER SHEET

C.01: GRADING PLAN

L.01: LANDSCAPE PLAN

P.01: ART COVER SHEET

P.02: ART LAYOUT PLAN

P.03: SIDE 1 PLAN/LAYOUT

P.04: SIDE 2 PLAN/LAYOUT

SK0: STRUCTURAL COVER SHEET

SK1: STRUCTURAL POST & FOOTING LAYOUT

SK2: STRUCTURAL SECTIONS & DETAILS

E.01: ELECTRCIAL SITE PLAN

~~E.02-11: ELECTRICAL EQUIPMENT SPEC SHEETS~~

WORK LOCATION

SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	610 W SPOKANE FALLS BLVD, SPOKANE, WA	SITE & ART IMPROVEMENTS

DESCRIPTION OF WORK

BASE BID SCOPE OF WORK

WORK INCLUDES GENERAL NOTES (SHOWN BELOW) AND NOT LIMITED TO:

1. GENERAL CONTRACTOR TO COORDINATE WITH WORK BY ARTIST (SEE ARTIST SCOPE OF WORK BELOW)
2. SITE PROTECTION: CONSTRUCTION FENCING AND STORMWATER MANAGEMENT (BMPs)
3. SITE PREPARATION: EXCAVATION AND SUBGRADE PREPARATION FOR SCULPTURE PAD AND PATHWAY.
4. EARTHWORKS TO GRADE AND SHAPE SURROUNDING LANDSCAPE. CONTRACTOR TO BALANCE CUT/FILL TO MINIMIZE EXPORT OFF-SITE.
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13. AUGER 33 POST PIER HOLES RANGING IN DEPTH FROM 3'9" TO 5'2". HOLES TO BE 16" DIAMETER.

ADD/ALT 1

GENERAL SCOPE SUMMARY.

WORK INCLUDES, BUT IS NOT LIMITED TO:

1. SUPPLY AND INSTALL STEEL EDGING ADJACENT TO PATHWAY AND SCULPTURE PAD.

ARTIST SCOPE OF WORK:

WORK INCLUDES, BUT IS NOT LIMITED TO:

1. ELECTRICAL IMPROVEMENTS (TRENCHING BY GC)
2. IDENTIFY PEIR LOCATIONS. PROVIDE ONSITE SUPPORT DURING AUGER DRILLING (BY GC)
3. PLACE SONOTUBE SECTION(S), REINFORCING BAR(S), AND CONCRETE PEIR FOUNDATION(S)
4. PROVIDE AND INSTALL BASALT BOULDERS
5. INSTALLATION OF THE SCULPTURE POSTS AND PANELS.

ADDITIONAL WORK REQUIREMENTS

- WORK SHALL BE EXECUTED ACCORDING TO THE ATTACHED CONSTRUCTION DRAWINGS, PLAN NOTES, AND IN THE ABSENCE OF DIRECTION ON THESE DRAWINGS, *'THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, CURRENT EDITION'* AND *'THE OF THE STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION CURRENT EDITION'*, BOTH AS PREPARED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT). THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT. THE STANDARD SPECIFICATIONS, EXCEPT AS MAY BE MODIFIED OR SUPERSEDED BY THESE CONTRACT DOCUMENTS, SHALL GOVERN ALL PHASES OF THE WORK SPECIFIED IN THESE CONTRACT DOCUMENTS.

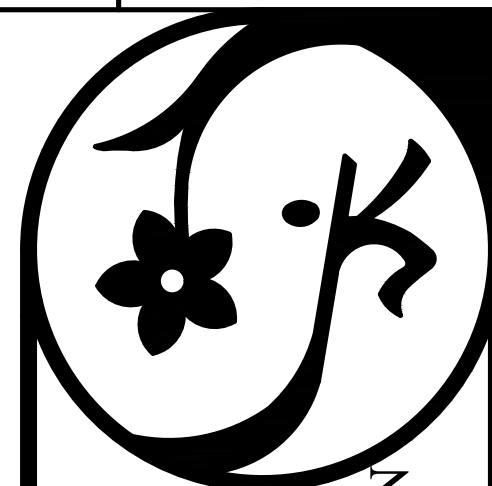
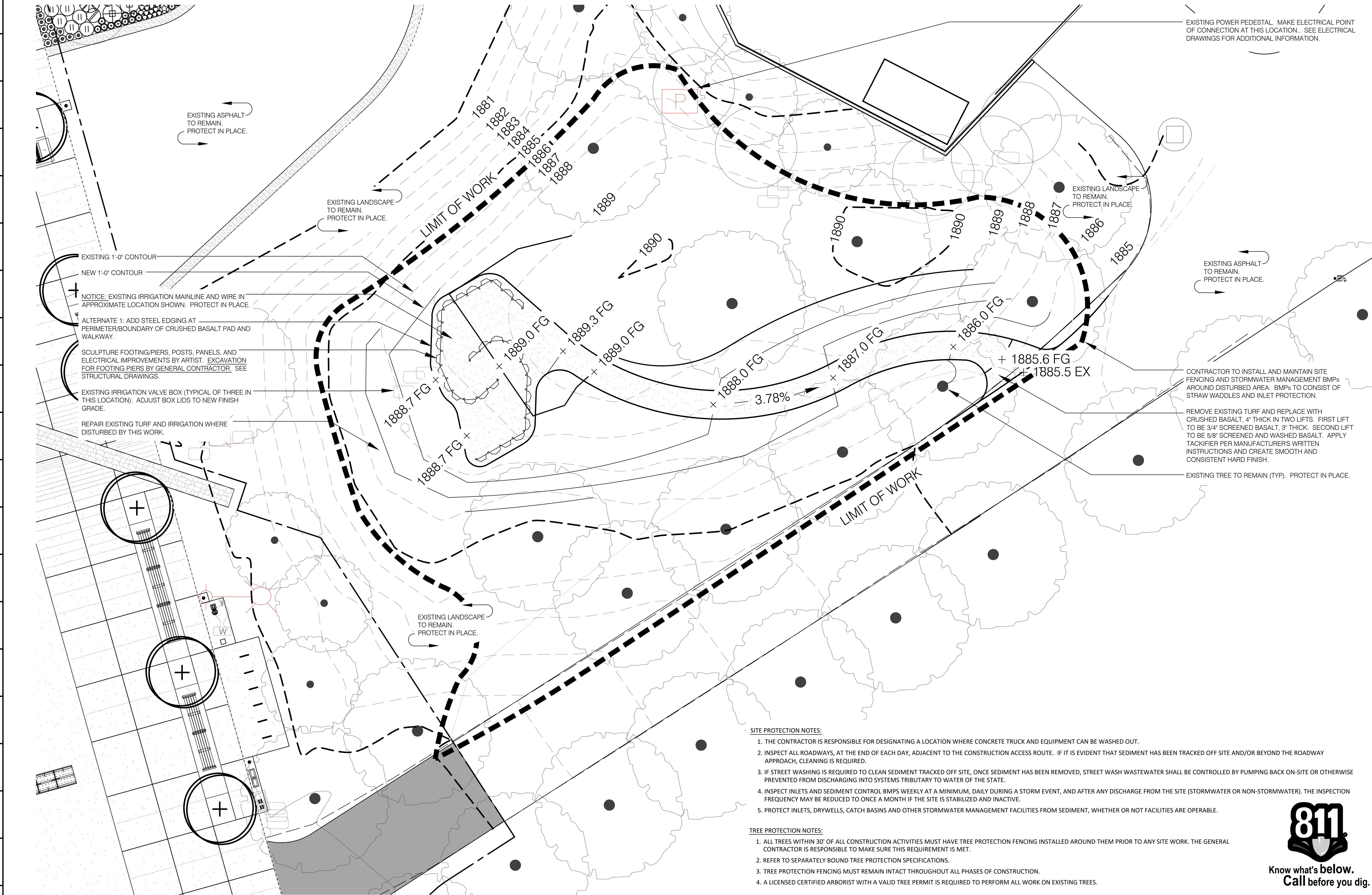
ALL WORK, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

REQUIRED COMPLETION DATE

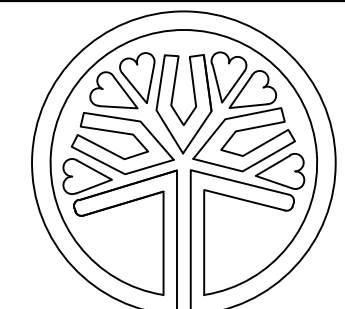
ALL WORK SHALL BE COMPLETED BY COMPLETION DATED

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
 - 4.1. NOTE: THIS BID SET IS CURRENTLY BEING REVIEWED BY CITY PLANNING & DEVELOPMENT FOR CODE COMPLIANCE. CHANGES TO THE BID SET AS A RESULT OF PLAN CHECK COMMENTS WILL BE NEGOTIATED BY THE OWNER AND BIDDER AND INCORPORATED INTO THIS CONTRACT BY CHANGE ORDER. THE OWER IS RESPONSIBLE FOR ALL PERMIT FEES.
5. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
6. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
7. TREE REMOVALS, PRUNING, AIR SPADING, ROOT PRUNING, AND/OR PLANTING SHALL BE PERFORMED BY A LICENSED ARBORIST APPROVED BY URBAN FORESTRY TO PERFORM WORK IN THE CITY OF SPOKANE.
 - 7.1. CONTRACTOR'S ARBORIST SHALL BE RESPONSIBLE FOR SUBMITTING TREE PERMIT(S) FOR REVIEW AND APPROVAL PRIOR TO STARTING WORK.
8. CONTRACTOR TO FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.



CITY OF
SPOKANE
PARKS
& RECREATION



STATE OF
WASHINGTON
LICENSED
LANDSCAPE ARCHITECT

BERRY S. ELLISON
LICENSE NO. 1183
EXPIRES ON

SEEKING PLACE
610 W SPOKANE FALLS BLVD

GRADING PAN

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

DATE:
MARCH 31, 2022

DRAWN BY:
BSE

CHECKED BY:
BSE

PROJECT NO:
TBD

REVISION

1 2 3 4

SHEET 1 OF 1

C.01

C1

SITE PROTECTION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNATING A LOCATION WHERE CONCRETE TRUCK AND EQUIPMENT CAN BE WASHED OUT.
2. INSPECT ALL ROADWAYS, AT THE END OF EACH DAY, ADJACENT TO THE CONSTRUCTION ACCESS ROUTE. IF IT IS EVIDENT THAT SEDIMENT HAS BEEN TRACKED OFF SITE AND/OR BEYOND THE ROADWAY APPROACH, CLEANING IS REQUIRED.
3. IF STREET WASHING IS REQUIRED TO CLEAN SEDIMENT TRACKED OFF SITE, ONCE SEDIMENT HAS BEEN REMOVED, STREET WASH WASTEWATER SHALL BE CONTROLLED BY PUMPING BACK ON-SITE OR OTHERWISE PREVENTED FROM DISCHARGING INTO SYSTEMS TRIBUTARY TO WATER OF THE STATE.
4. INSPECT INLETS AND SEDIMENT CONTROL BMPs WEEKLY AT A MINIMUM, DAILY DURING A STORM EVENT, AND AFTER ANY DISCHARGE FROM THE SITE (STORMWATER OR NON-STORMWATER). THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE A MONTH IF THE SITE IS STABILIZED AND INACTIVE.
5. PROTECT INLETS, DRYWELLS, CATCH BASINS AND OTHER STORMWATER MANAGEMENT FACILITIES FROM SEDIMENT, WHETHER OR NOT FACILITIES ARE OPERABLE.

TREE PROTECTION NOTES:

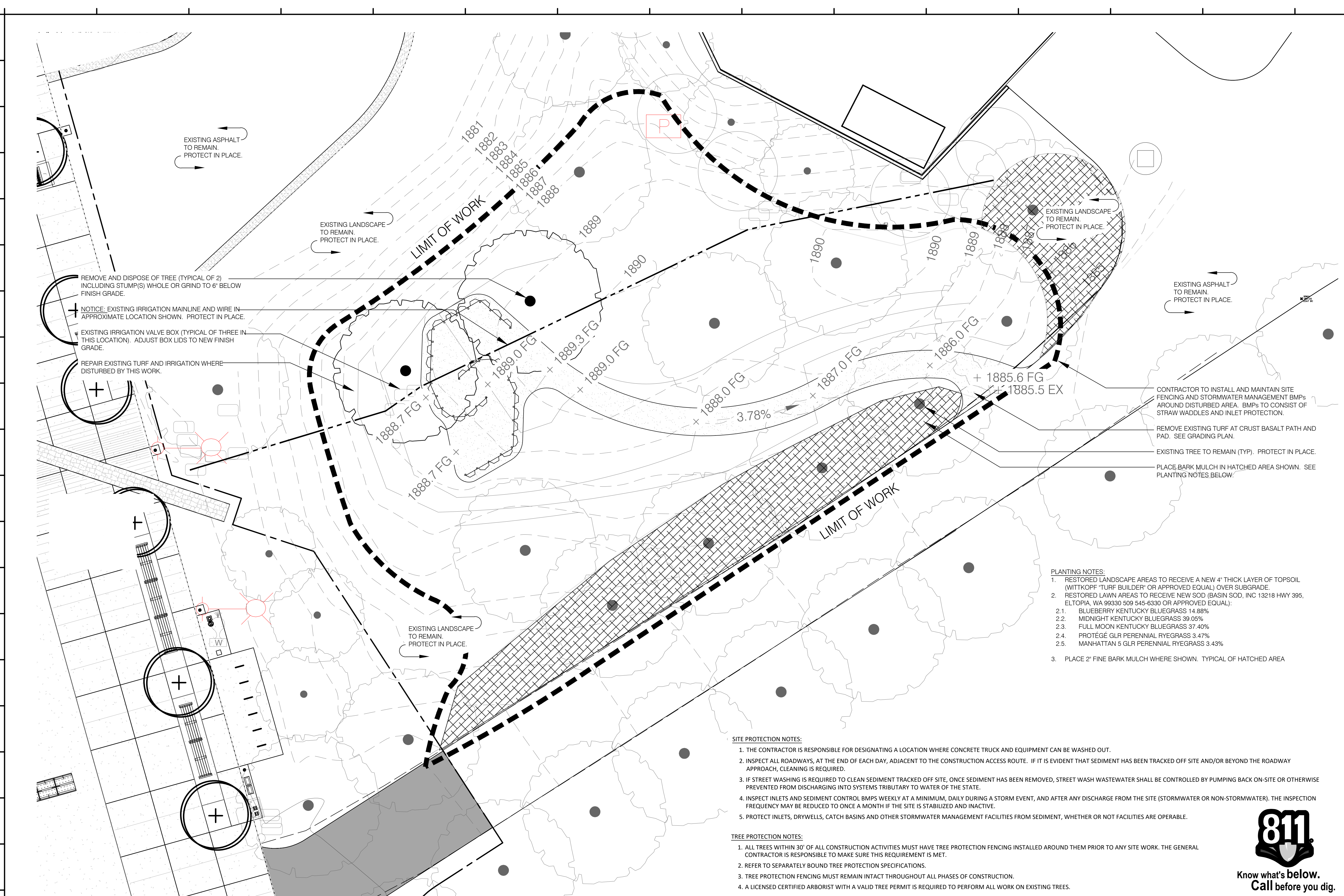
1. ALL TREES WITHIN 30' OF ALL CONSTRUCTION ACTIVITIES MUST HAVE TREE PROTECTION FENCING INSTALLED AROUND THEM PRIOR TO ANY SITE WORK. THE GENERAL CONTRACTOR IS RESPONSIBLE TO MAKE SURE THIS REQUIREMENT IS MET.
2. REFER TO SEPARATELY BOUND TREE PROTECTION SPECIFICATIONS.
3. TREE PROTECTION FENCING MUST REMAIN INTACT THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. A LICENSED CERTIFIED ARBORIST WITH A VALID TREE PERMIT IS REQUIRED TO PERFORM ALL WORK ON EXISTING TREES.



Know what's below.
Call before you dig.

0' 5' 10' 20' 40'
SCALE: 1" = 10'-0"





GRADING PLAN

811

Know what's below.
Call before you dig.

0'05'10'20'40'

SCALE: 1" = 10'-0"

CITY OF SPOKANE
PARKS & RECREATION

STATE OF WASHINGTON
LICENSED
LANDSCAPE ARCHITECT

BERRY S. ELLISON
LICENSE NO. 1183
EXPIRES ON

SEEKING PLACE
610 W SPOKANE FALLS BLVD

LANDSCAPE

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

DATE:
MARCH 31, 2022

DRAWN BY:
BSE

CHECKED BY:
BSE

PROJECT NO:
TBD

REVISION

1	3
2	4

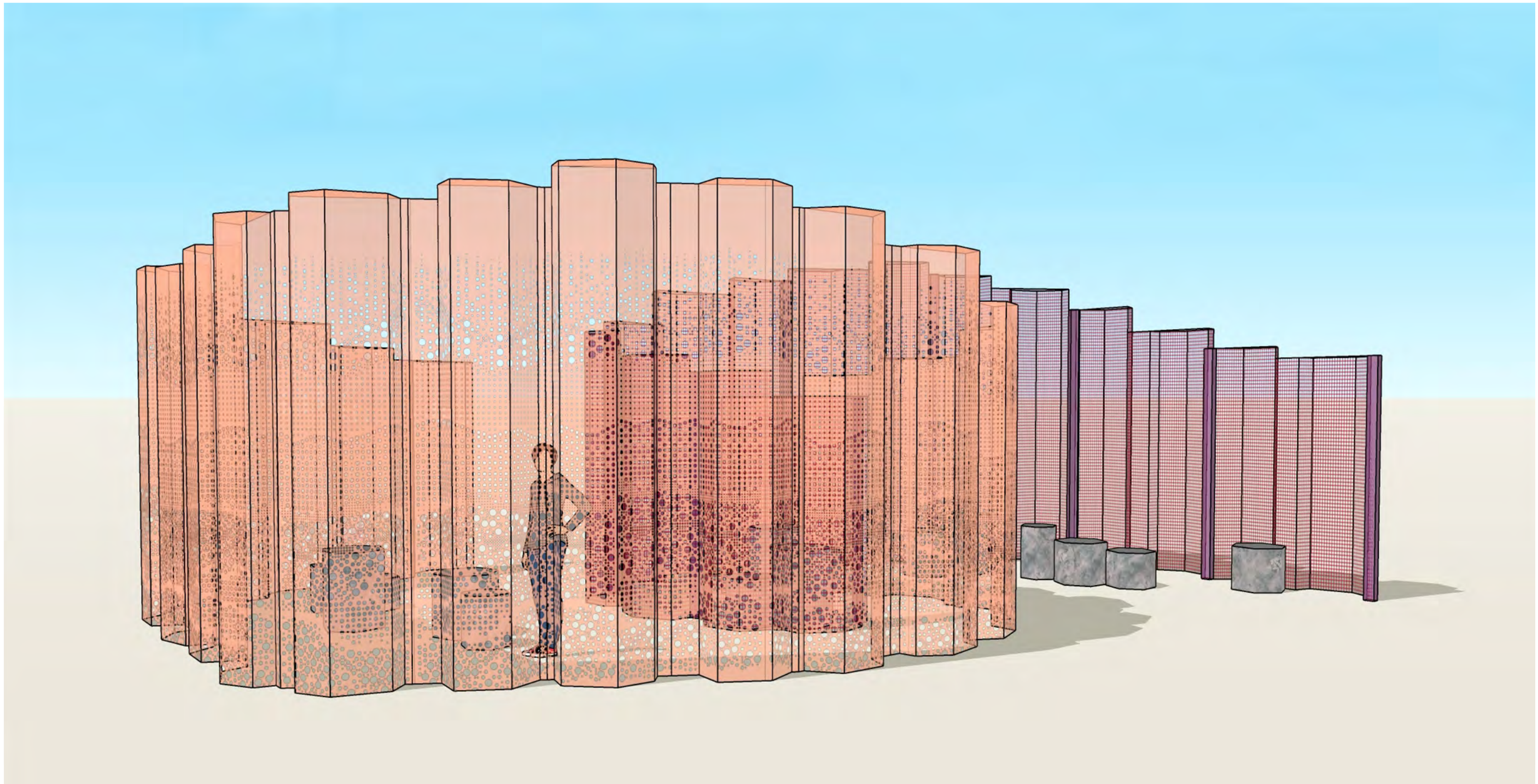
SHEET 1 OF 1

L.01

L1

SEEKING PLACE for Riverfront Park

ATTENTION:
BIDDING CONTRACTOR TO INCLUDE
AUGERING A TOTAL OF THIRTY-THREE
(33), 16" DIAMETER HOLES TO A MAX
DEPTH OF 5'-2".
OTHER WORK SHOWN ON "P" AND "SK"
SHEETS ARE BY OTHERS.



GENERAL NOTES

- FOR FOOTING/FOUNDATION AND STRUCTURAL SUPPORT DETAILS, SEE: Seeking Place-Engineering Structural Set from Grubb Engineering & Design
- FOR LIGHTING & ELECTRICAL PLAN, SEE: Seeking Place Electrical Plan

DESCRIPTION OF PARTS/MATERIALS

- 101 31 CUSTOM PERFORATED AND CORRUGATED ALUMINUM PANELS
- 102 PANEL MATERIAL: 1/8" 5005 ALUMINUM SHEET
- 103 17 OF THE PANELS WITH CUSTOM PERFORATED PATTERN, CLASS 1 ARCHITECTURAL ANODIZE- CHAMPAGNE
- 104 14 OF THE PANELS WITH STANDARD PERFORATION (.75" ROUND X 1" STAGGARD), CLASS 1 ARCHITECTURAL ANODIZE- BORDEAUX
- 105 33 6061 ALUMINUM POSTS: 3x3, 3x4 and 3x5x.25"- POWDER COATED with SHERWIN WILLIAMS POWDURA 5000

DOCUMENT LABELING

- 201 CUSTOM PERFORATED PANELS LABELED AS: C-01 THROUGH C-17
- 202 STANDARD PERFORATED PANELS LABELED AS: S-01 THROUGH S-14

OTHER MATERIALS

- 301 PRE-PAINTED ALUMINUM RIVETS FOR FASTENING PANELS to POSTS (ALUMINUM/ALUMINUM, 3/16 DIAMETER, GRIP RANGE .250-.375)
- 302 1.5x1.5x.125" 6061 ALUMINUM TUBE for LIGHTING CHANNEL

DESCRIPTION

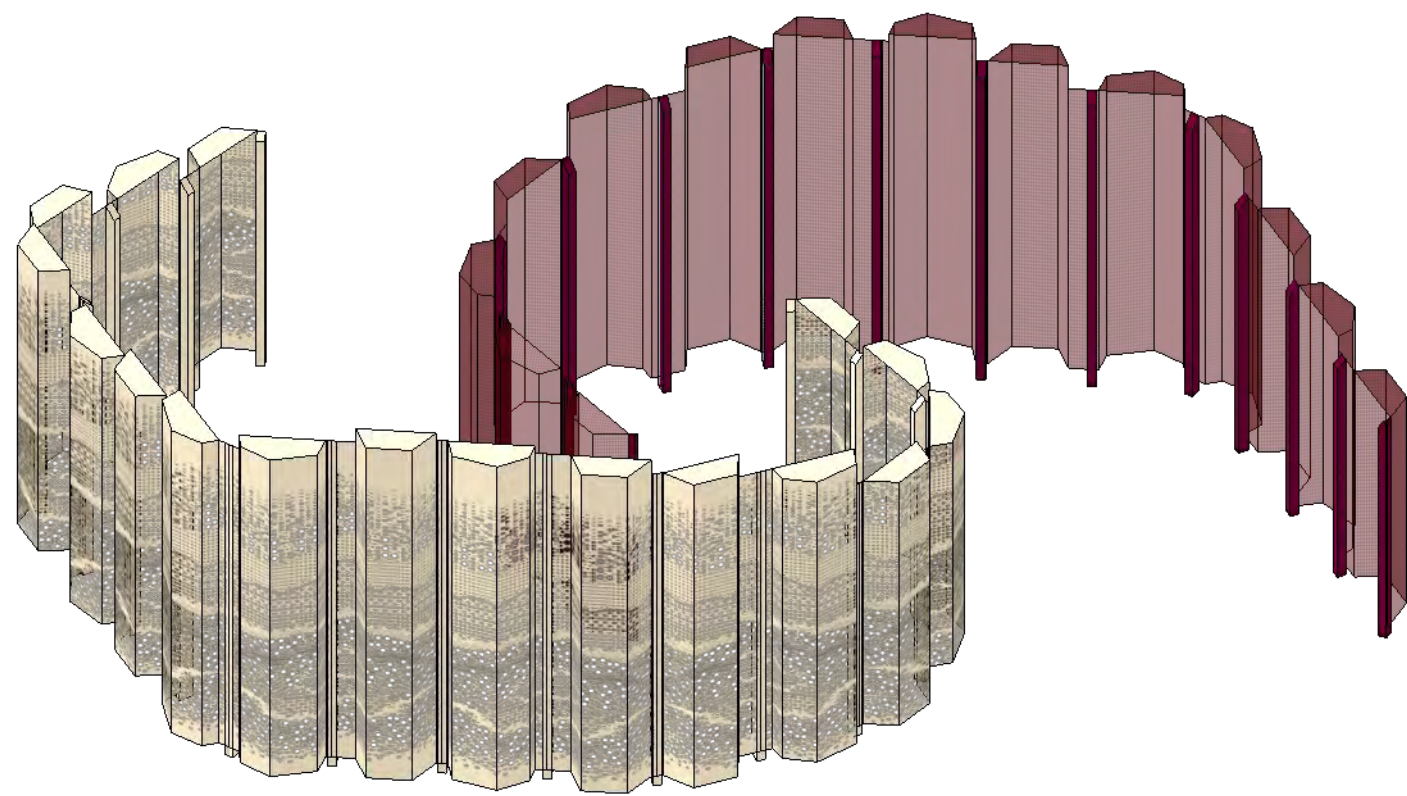
SARAH THOMPSON MOORE, LLC

(208) 691-2712 sthompsonmoore@gmail.com
2944 E Fernan Terrace DR Coeur d'Alene, ID 83814

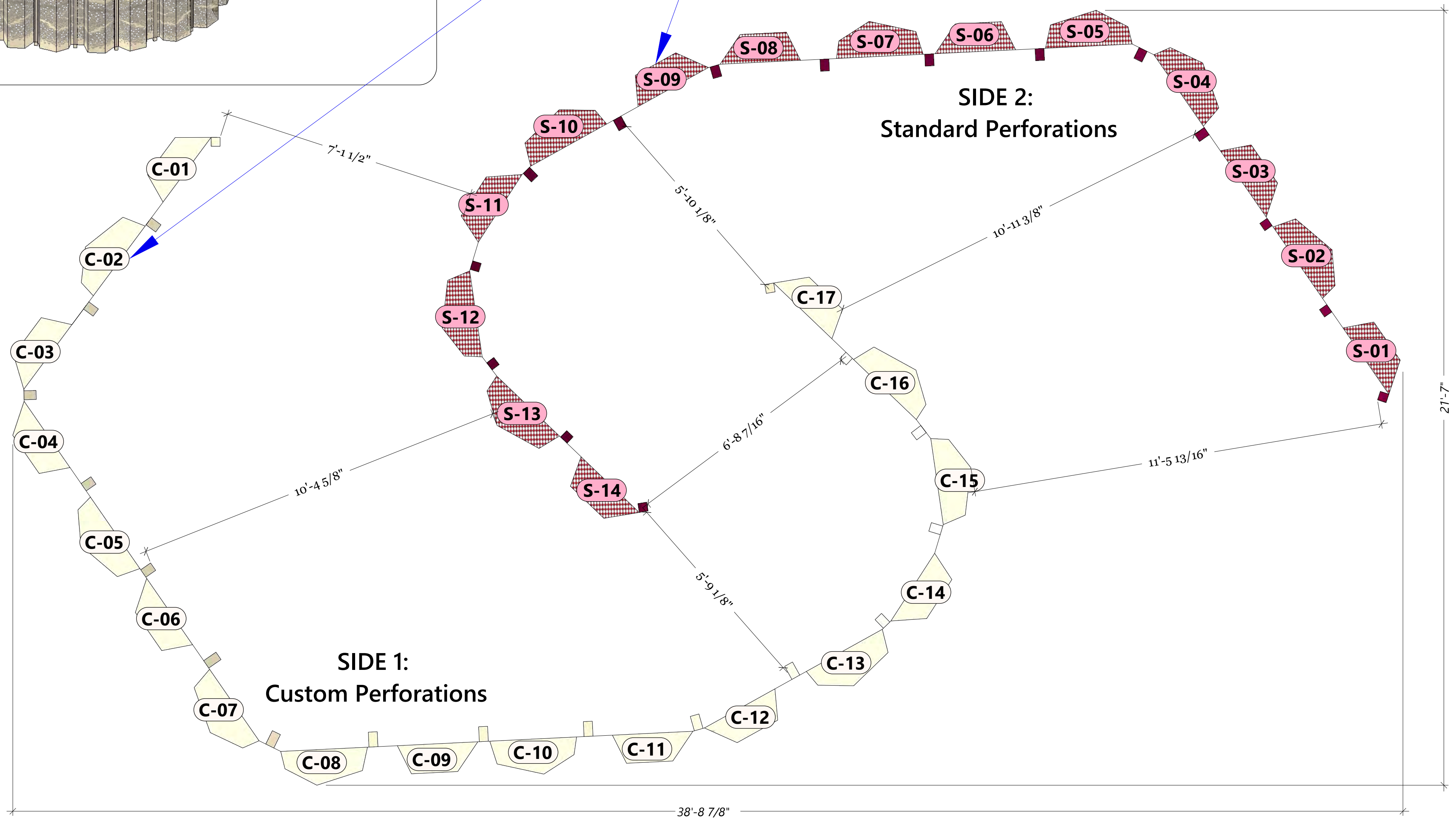
DATE: 03/20/2022

SEEKING PLACE SCULPTURE- *Riverfront Park, Spokane, WA*

	MM/DD/YY	REMARKS
1	--/--/--	...
2	--/--/--	...
3	--/--/--	...



- CUSTOM PERFORATED PANELS INDIVIDUALLY NUMBERED: **C-01 THROUGH C-17**
- STANDARD PERFORATED PANELS INDIVIDUALLY NUMBERED: **S-01 THROUGH S-14**



SCALE: 1/2" = 1' (1:24)

OVERALL LAYOUT

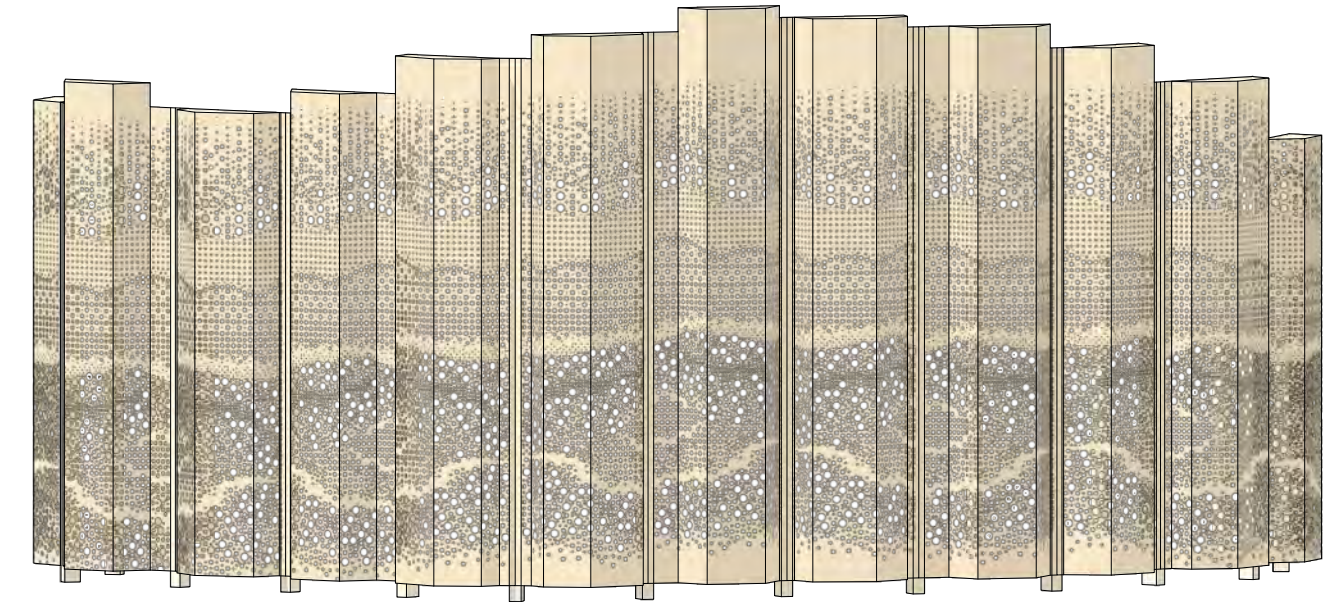
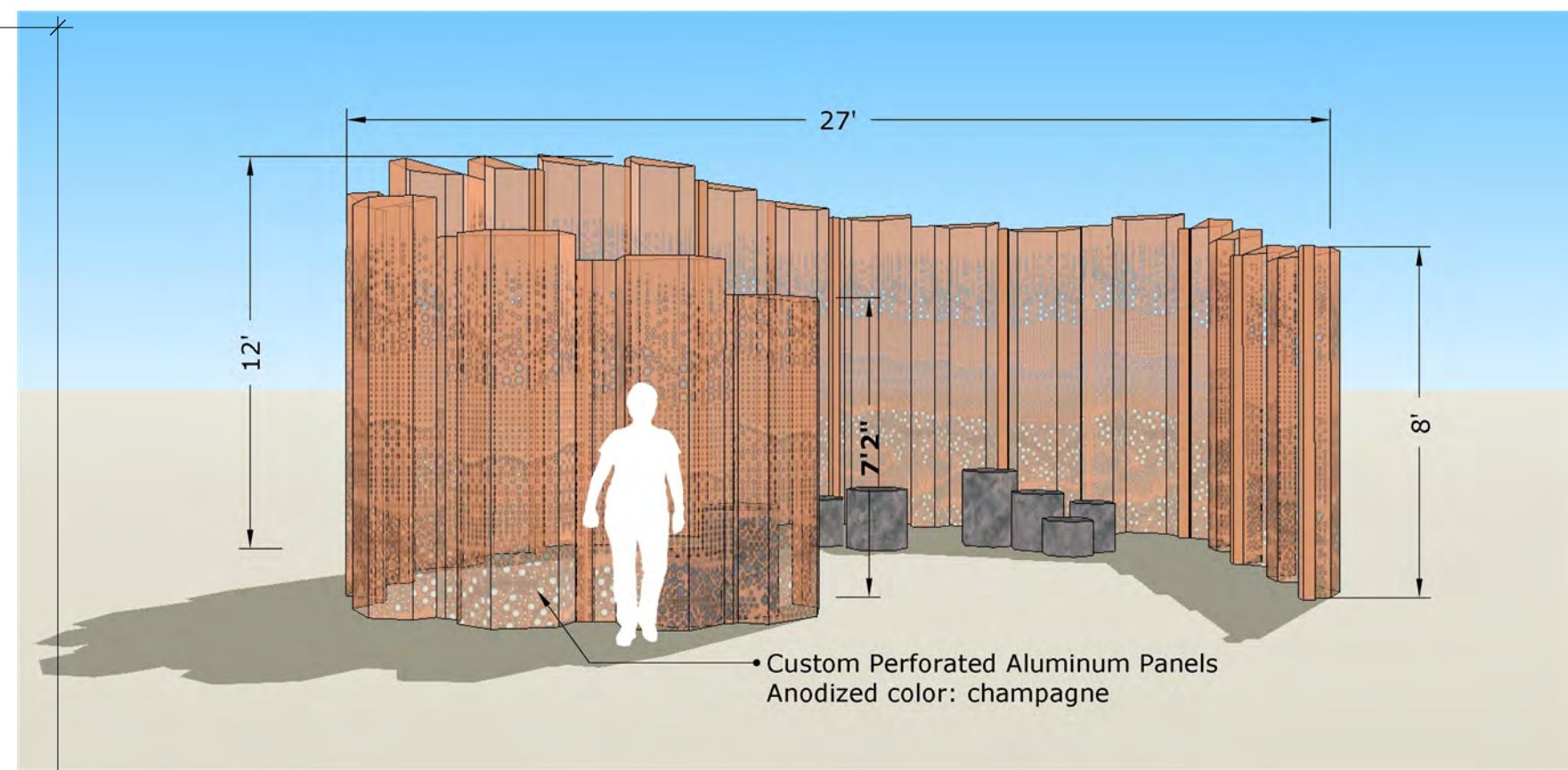
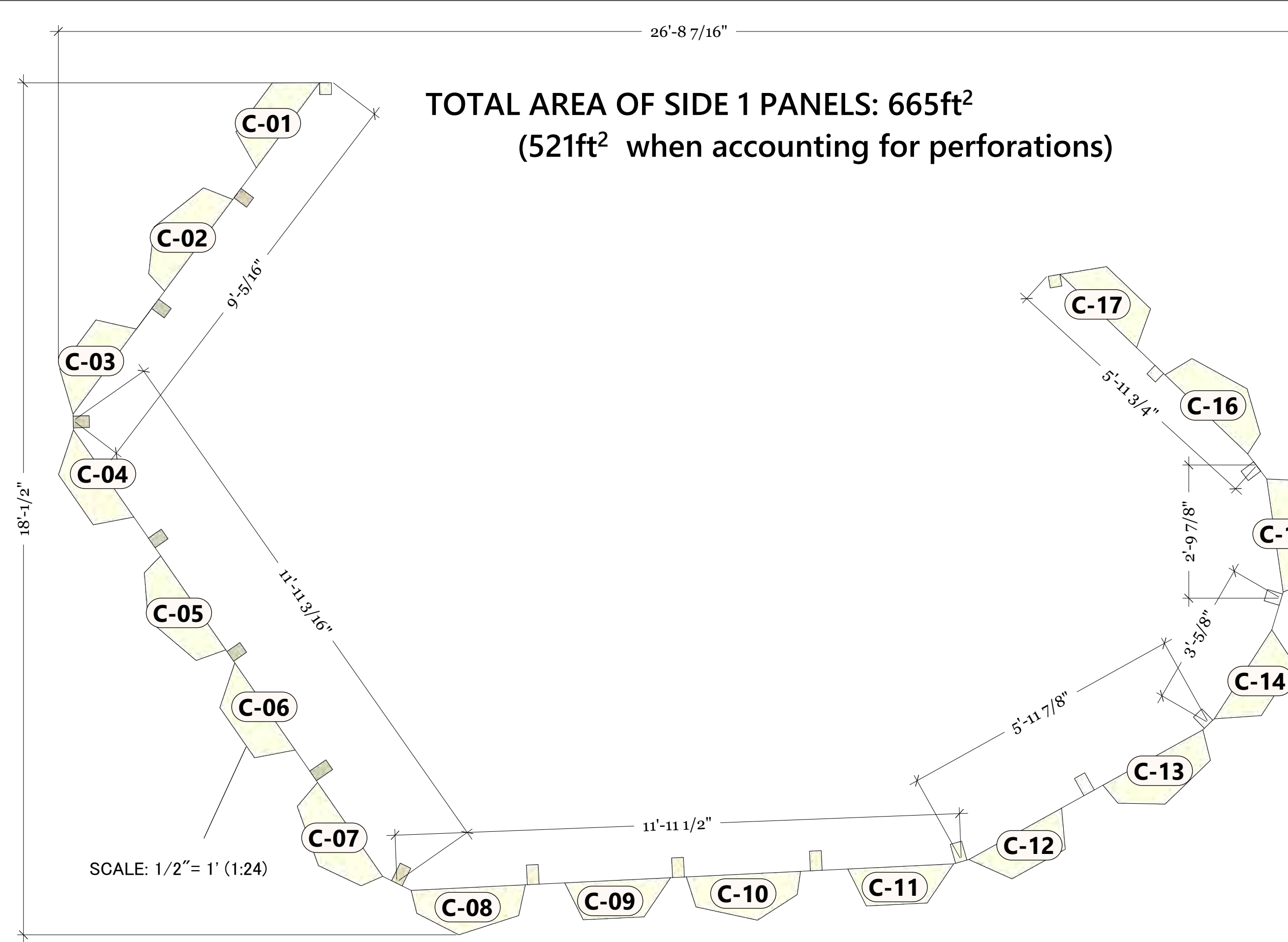
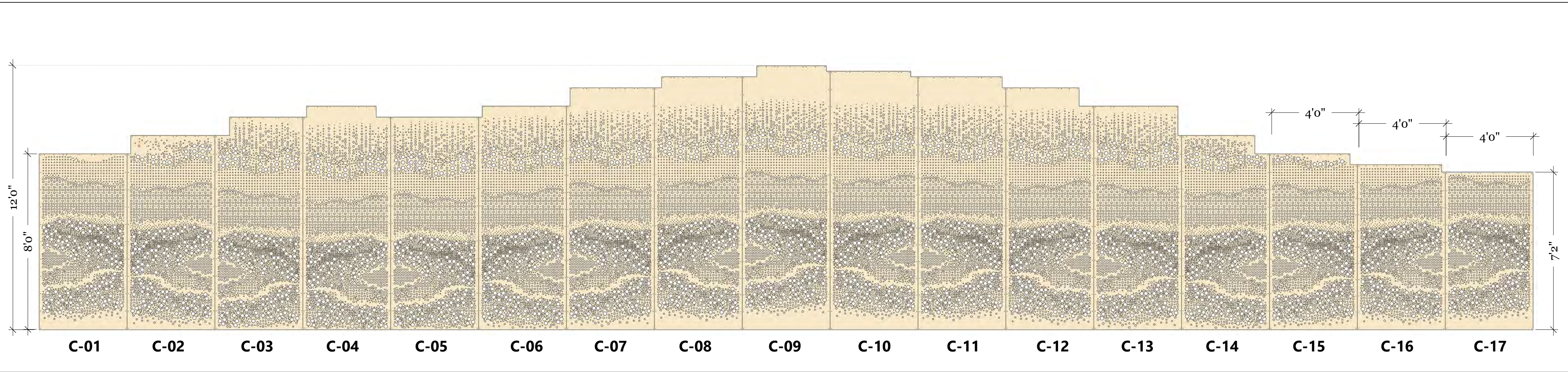
SARAH THOMPSON MOORE, LLC

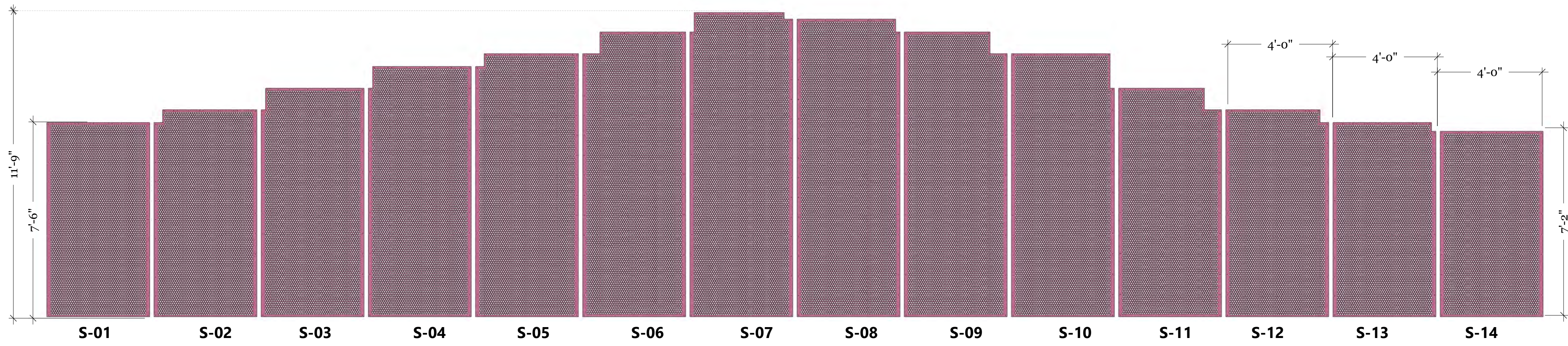
(208) 691-2712 sthompsonmoore@gmail.com
2944 E Fernan Terrace DR Coeur d'Alene, ID 83814

DATE: 03/20/2022

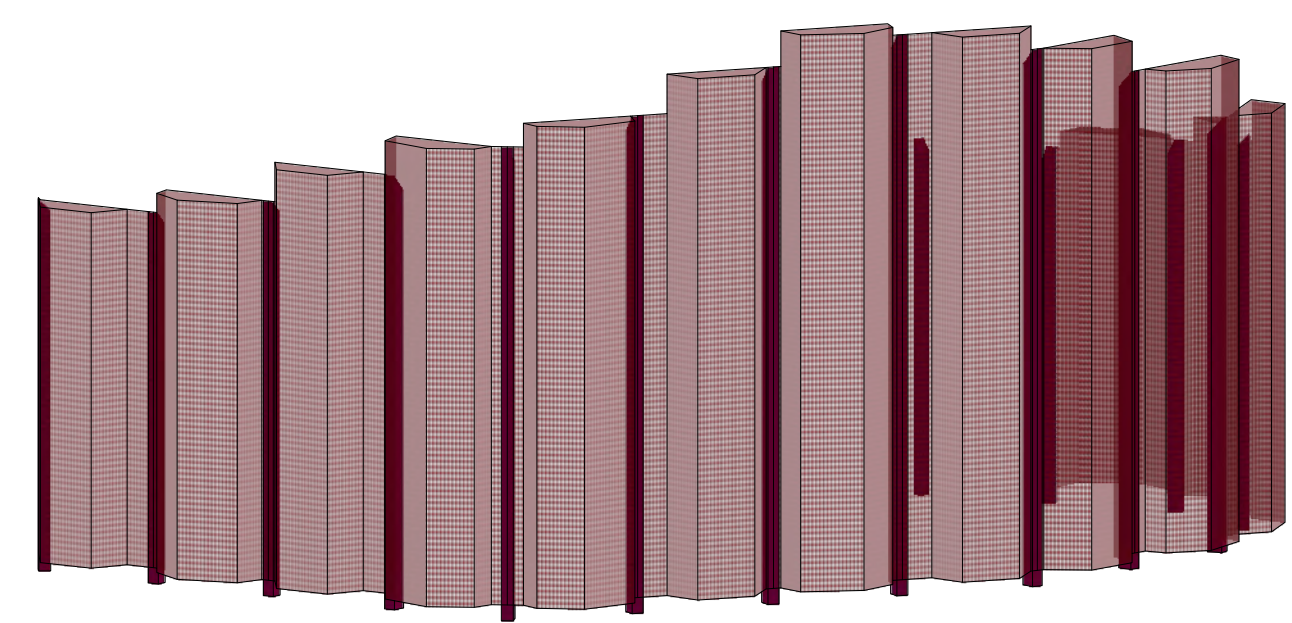
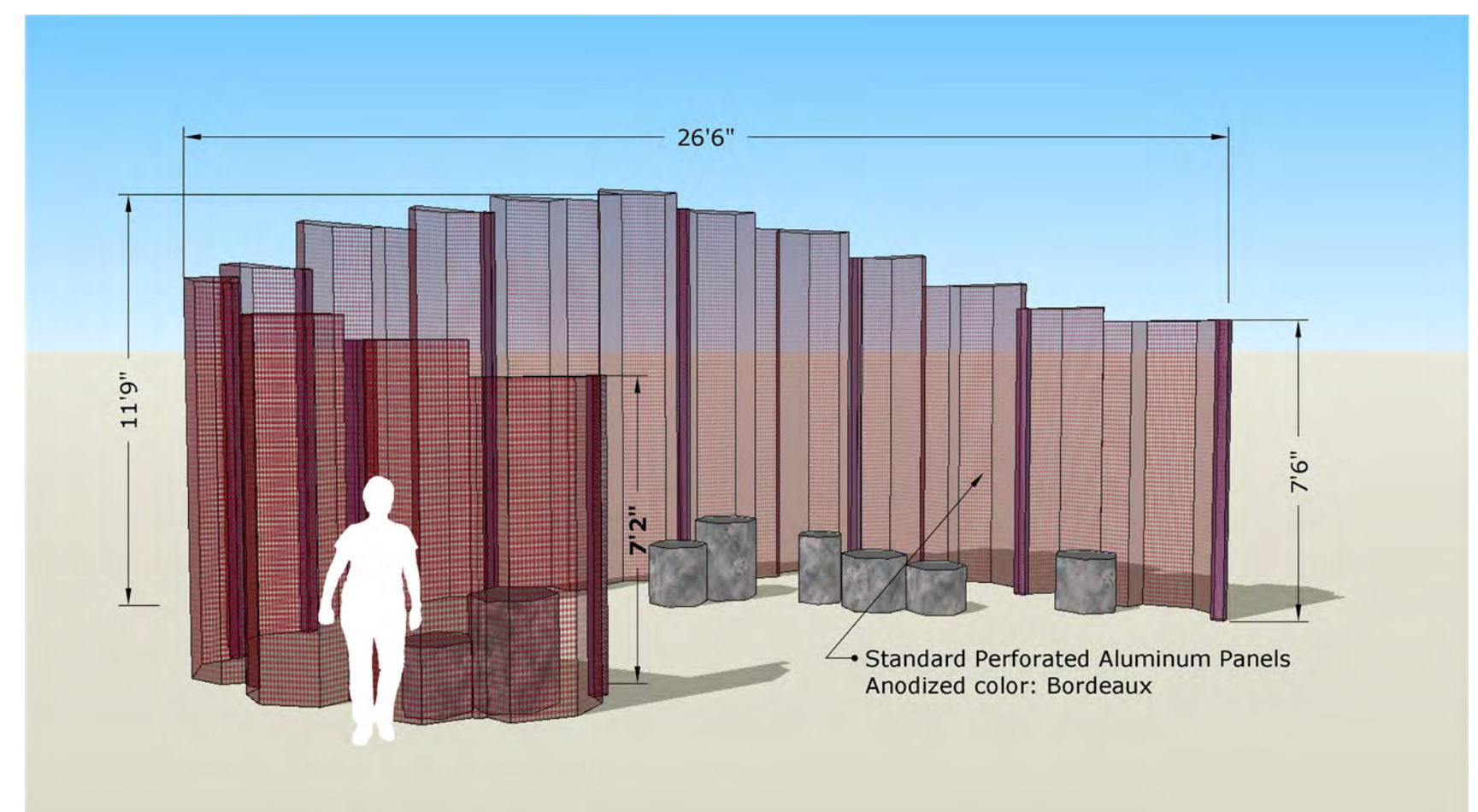
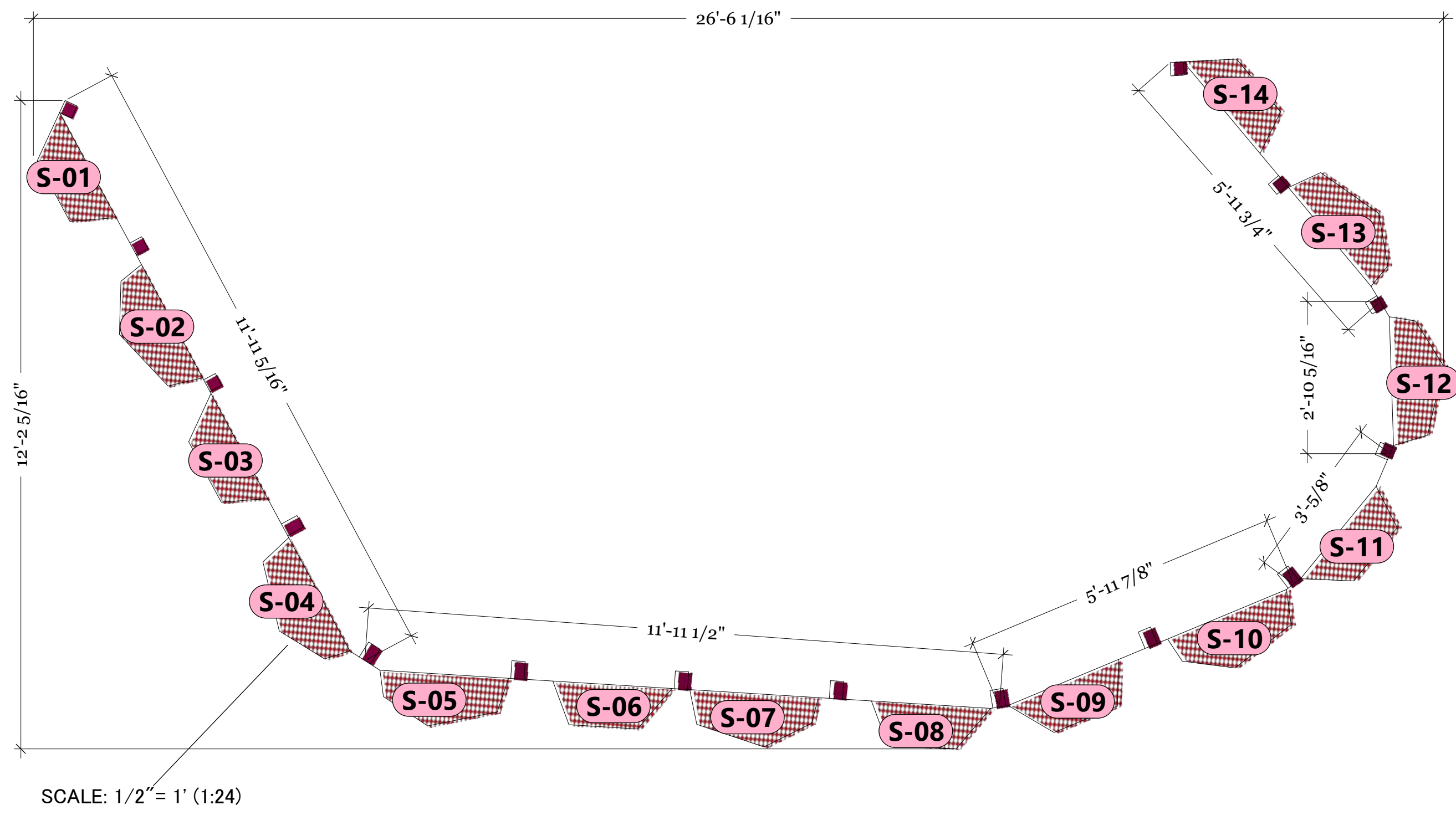
SEEKING PLACE SCULPTURE- *Riverfront Park, Spokane, WA*

	MM/DD/YY	REMARKS	P 02
1	--/--/--	...	
2	--/--/--	...	
3	--/--/--	...	





TOTAL AREA OF SIDE 2 PANELS: 521.3ft²
(281ft² when accounting for perforations)



GENERAL NOTES

- 1.01 ALL CONSTRUCTION SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2018 EDITION ("THE CODE") w/ LOADING BASED ON ASCE 7-16.
- 1.02 NOTIFY THE STRUCTURAL ENGINEER, IN WRITING, OF CONDITIONS ENCOUNTERED IN THE FIELD CONTRADICTORY TO THOSE SHOWN ON THE STRUCTURAL CONTRACT DOCUMENTS.
- 1.03 THE INSTALLER IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT STABLE UNTIL THE STRUCTURE IS COMPLETE.
- 1.04 THE INSTALLER IS RESPONSIBLE FOR COORDINATION OF DIMENSIONS SHOWN ON THE STRUCTURAL DRAWINGS. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.
- 1.05 UNLESS NOTED OTHERWISE, TESTING AND INSPECTION SERVICES CALLED FOR SHALL BE PAID BY THE OWNER, AND ARE NOT PART OF THE BASIC DESIGN SERVICES OF THE STRUCTURAL ENGINEER.

2.00 SUPERIMPOSED DESIGN LOADS

- 2.01 ALL LOADS AND LOADING CONDITIONS ARE BASED ON ASCE 7-16, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES", MAIN WIND FORCE RESISTING SYSTEMS FOR OTHER STRUCTURES (OPEN SIGNS)
- 2.02 RISK CATEGORY ----- II
- 2.06 WIND LOADS:
- | | |
|------------------------------|-------------|
| DESIGN WIND SPEED ----- | 102 MPH |
| EXPOSURE CATEGORY ----- | C |
| TOPOGRAPHICAL FEATURES ----- | NONE |
| WIND IMPORTANCE FACTOR ----- | $I_w = 1.0$ |
| SOLIDITY RATIOS ----- | 81% & 50% |

3.00 FOUNDATIONS AND SLAB-ON-GROUND

- 3.01 THE DESIGN OF FOUNDATIONS 1,500 PSF ALLOWABLE BEARING CAPACITY & 250 PSF/FT ALLOWABLE LATERAL PASSIVE PRESSURE.
- 3.02 SIDES OF FOUNDATIONS MAY EARTH FORMED. CLEAN UP SLOUGHING BEFORE AND DURING CONCRETE PLACEMENT.
- 3.03 ALL FOOTINGS MUST BE A MINIMUM 1'-0" Ø AND EXTEND A MINIMUM 2'-0" BELOW FINISHED EXTERIOR GRADE.

4.00 REINFORCED CONCRETE

- 4.01 MATERIAL STANDARD SPECIFICATIONS:
- | | |
|--|-----------|
| COMPRESSIVE STRENGTH ----- | 3,000 PSI |
| READY MIXED CONCRETE ---- ASTM C94 (NORMAL WEIGHT = 145 PCF U.N.O.) | |
| REINFORCING STEEL ----- ASTM A615 (F _y =60 KSI) DEFORMED BARS | |
| TIE WIRE ----- | ASTM A82 |
- 4.02 CONCRETE SHOULD NOT BE LOADED UNTIL IT HAS REACHED ITS DESIGN STRENGTH.
- 4.03 NO CONCRETE SHALL BE POURED IN FREEZING CONDITIONS OR ON FROZEN GROUND.
- 4.04 TIE ALL REINFORCING STEEL AND EMBODIMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCES DURING ALL CONSTRUCTION ACTIVITIES. STICKING DOWELS INTO WET CONCRETE IS NOT PERMITTED.
- 4.05 PROVIDE CONTINUOUS REINFORCEMENT w/ NO SPLICES.
- 4.06 CONCRETE CAST AGAINST EARTH SHALL HAVE MIN. 3" COVER.
- 4.07 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER

5.00 ALUMINUM FRAMING

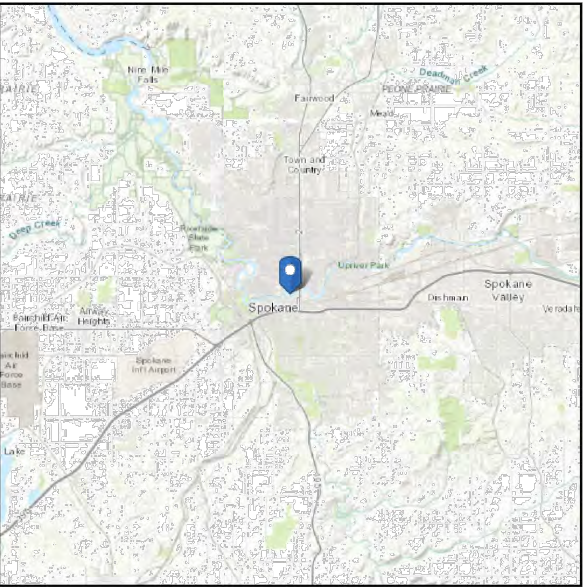
- 5.01 POSTS ARE 6063-T5, EXTRUDED ALUMINUM
- | |
|-----------------------------|
| F _y = 16 KSI |
| F _u = 22 KSI |
| E(compression) = 10,500 KSI |
| E(tension) = 10,294 KSI |
- 5.02 WELDS BETWEEN POSTS & BASEPLATES SHALL INCLUDE 4043 ALUMINUM FILLER.



Address:
No Address at This
Location

ASCE 7 Hazards Report

Standard:	ASCE/SEI 7-16	Elevation:	1888.68 ft (NAVD 88)
Risk Category:	II	Latitude:	47.66192
Soil Class:	D - Stiff Soil	Longitude:	-117.419397



Wind

Results:

Wind Speed:	102 Vmph
10-year MRI	71 Vmph
25-year MRI	78 Vmph
50-year MRI	82 Vmph
100-year MRI	88 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1-CC.2-4

Date Accessed: Thu Jan 28 2021

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.



504 E Lakeside Avenue
Studio 6
Coeur d'Alene, ID 83814

www.grubbeng.com
(208) 625-1114

SEEKING PLACE

RIVERFRONT PARK
SPOKANE, WA

PRINCIPAL ENGINEER

CG

DRAWN BY

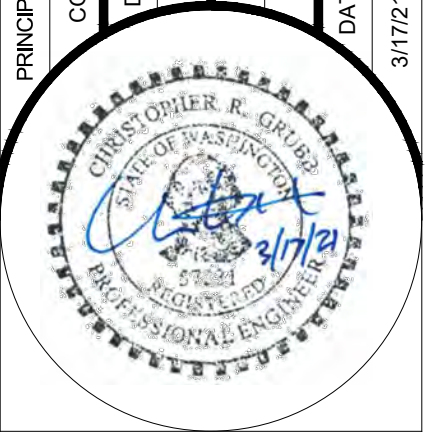
CG

SCALE

N.T.S.

DATE

3/17/21



TITLE

GENERAL
NOTES

DRAWING NUMBER

SK0

ISSUED FOR CONSTRUCTION 3/17/21

SEEKING PLACE

RIVERFRONT PARK
SPOKANE, WA

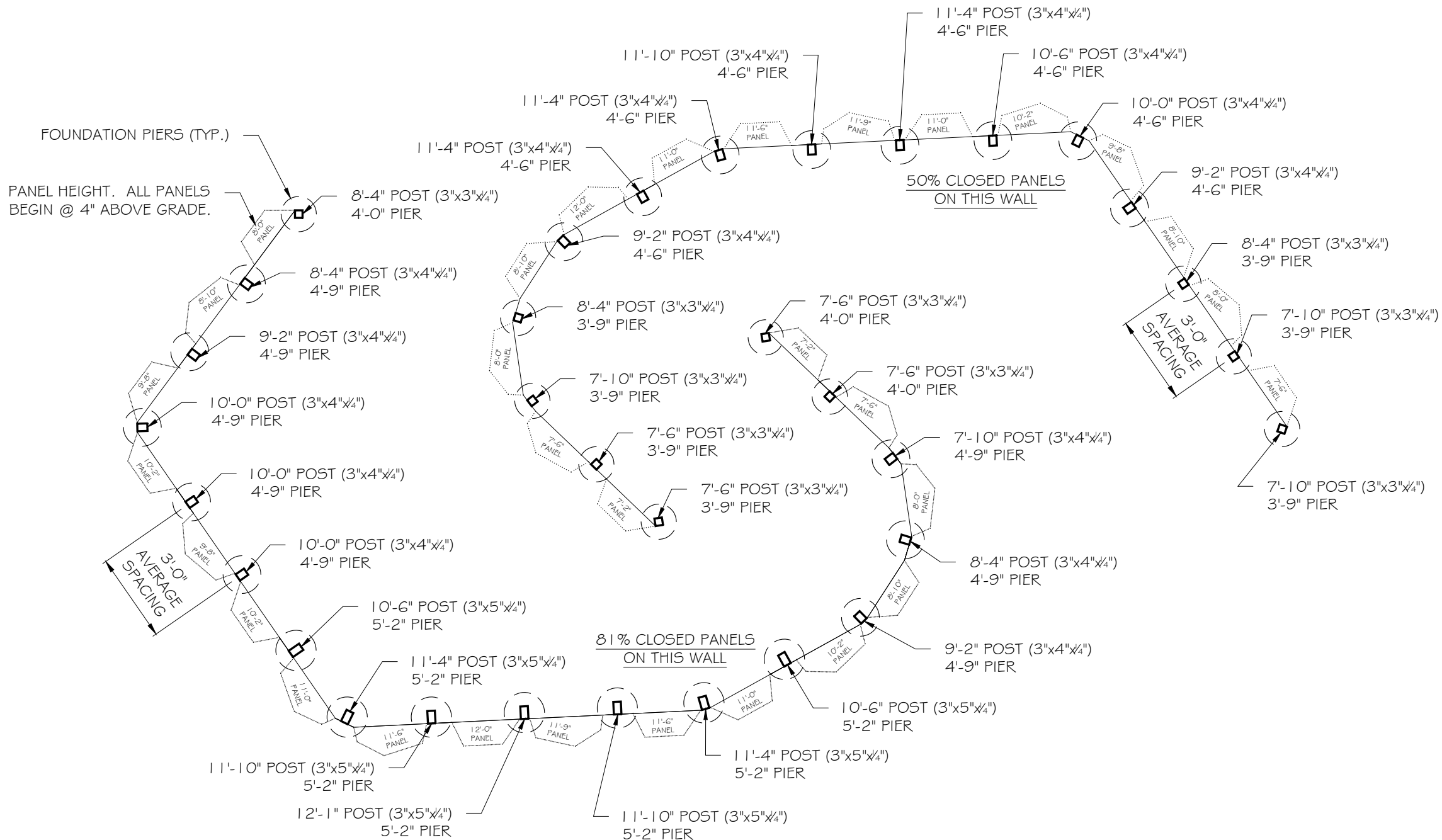
PRINCIPAL ENGINEER	CG	DRAWN BY	CG	SCALE	AS SHOWN	DATE	3/17/21
							

TITLE

POST & FOOTING
LAYOUT

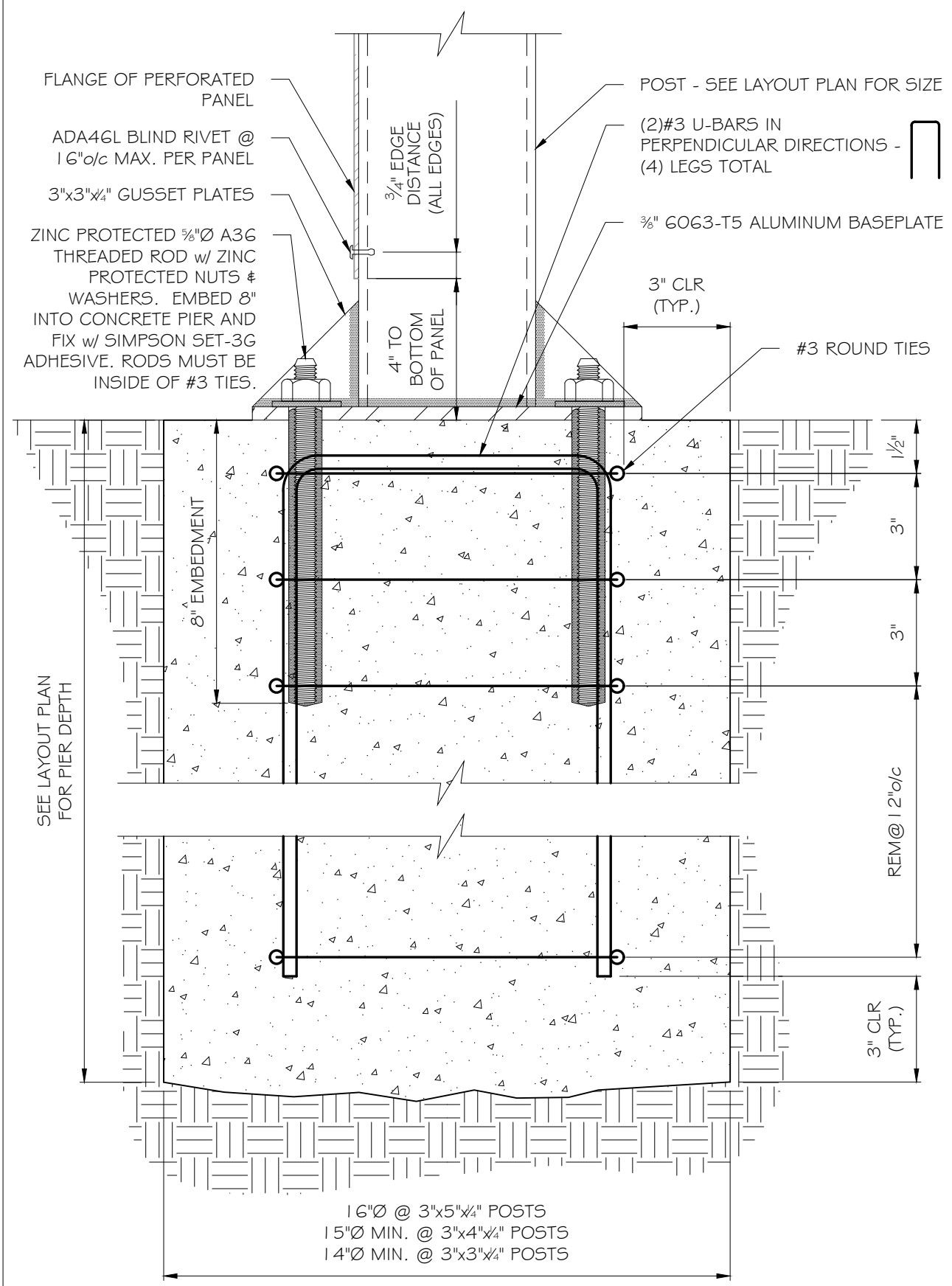
DRAWING NUMBER

SK1

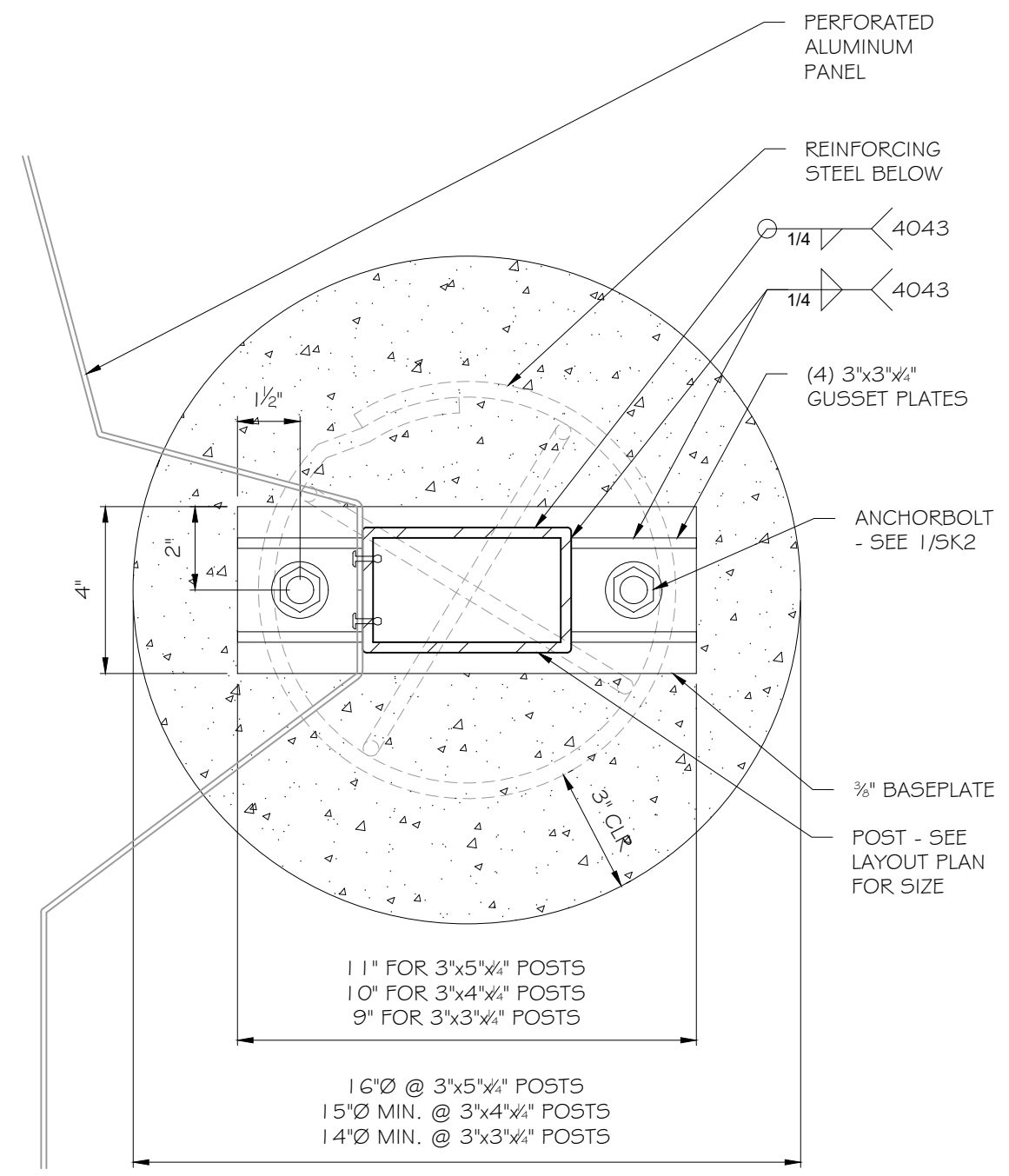


1
SK1 POST & FOUNDATION LAYOUT
SCALE: 1/4"=1'-0"

ISSUED FOR CONSTRUCTION 3/17/21



1
SK2 SECTION @ CONCRETE PIER
SCALE: 3"=1'-0"



2
SK2 SECTION @ POST BASEPLATE
SCALE: 3"=1'-0"

ISSUED FOR CONSTRUCTION 3/17/21

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www.grubbeng.com
(208) 625-1114

SEEKING PLACE

**RIVERFRONT PARK
SPOKANE, WA**

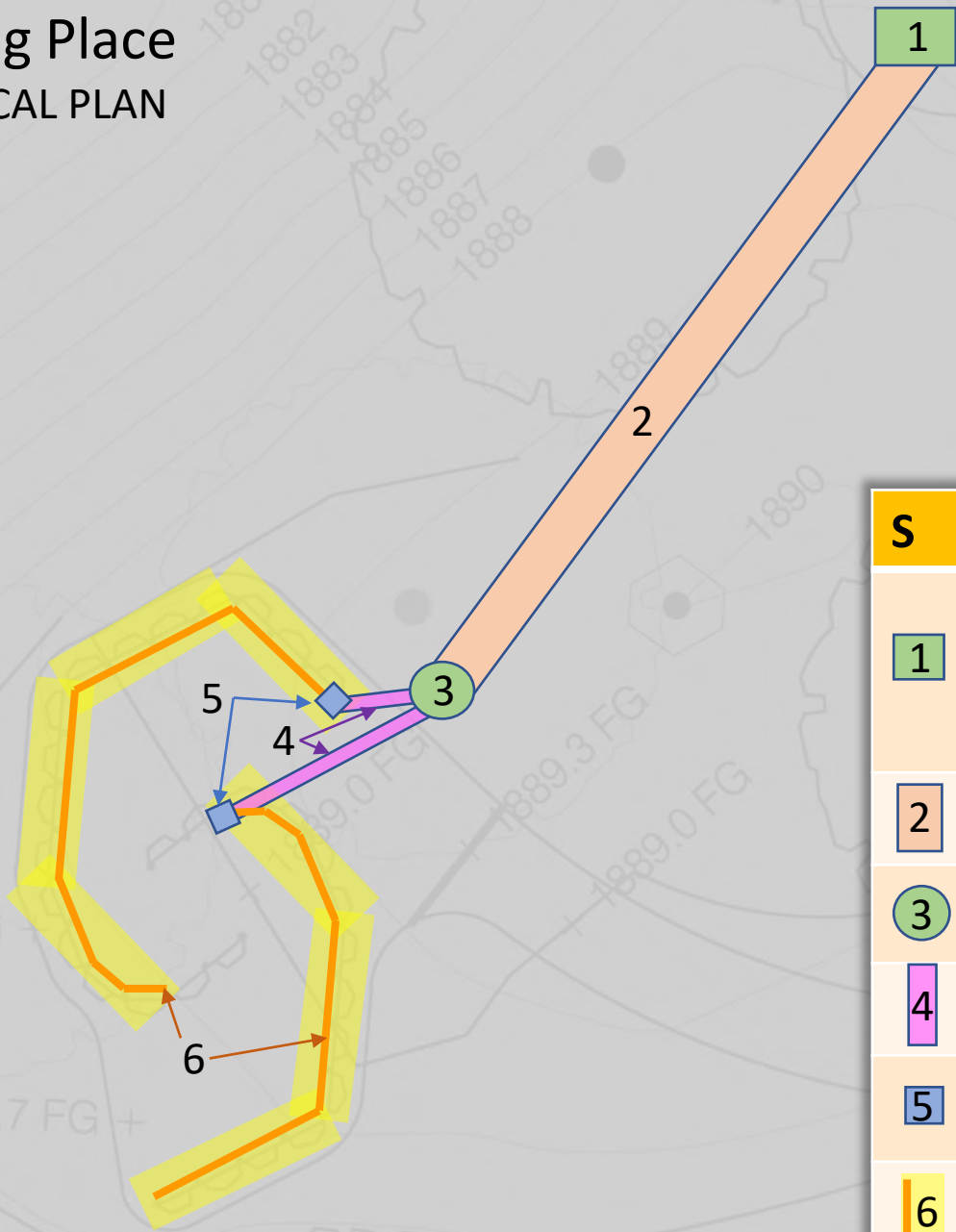
PRINCIPAL ENGINEER	CG	DRAWN BY	CG	SCALE	AS SHOWN	DATE	3/17/21
--------------------	----	----------	----	-------	----------	------	---------

TITLE
SECTIONS & DETAILS
DRAWING NUMBER
SK2

Seeking Place

ELECTRICAL PLAN

ATTENTION:
BIDDING CONTRACTOR TO
INCLUDE TRENCHING AND
BACKFILL ONLY. OTHER WORK
SHOWN ON THIS SHEET IS BY
OTHERS.



S	KEY
1	Power Source: Existing Electrical Box. 20 amp 110VAC power draw on available breaker. Photocell timer, dimmer and hardwired J-Box Rectifier* mounted inside existing box with conduit line punched out on side, hugging concrete and dropping down under ground.
2	Conduit Line buried in 18" trench. Approximate Length: 55 feet
3	Underground plastic or concrete handhole box around 8-10" D in grass. Power split to run to 2 post locations.
4	Trench 18" depth and conduit lines to each post (outside concrete pier.)
5	Small junction boxes on back of 2 posts. Power wired to LED end cables that run to the top of each post.
6	Continuous LED Light Strip* mounted inside custom aluminum lighting channel at top of sculpture.
	* See following pages for product information.

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	July 12, 2022		
Requester	Mark Buening	Phone number: 625-6544	
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)	2023 budget calendar and budget priorities		
Begin/end dates	Begins: 07/14/2022	Ends:	<input type="checkbox"/> Open ended
Background/history: Each year, Parks submits the division's proposed annual budget to City Council for adoption. The proposed budget, adopted by the Park Board, will be transmitted to City Council the beginning of November. The 2023 budget calendar outlines the steps and timeline for the board to adopt the final requested 2023 budget at the Oct. 13 Park Board meeting. As part of this budget calendar, the 2023 initial budget will be presented to the board at the Aug. 11 Park Board meeting.			
Motion wording: Approve the proposed 2023 Parks and Recreation Division budget calendar and budget priorities as presented			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Mark Buening Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
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>			

2022 Budget Calendar Presentation

- August Committee Meetings – Staff will present the first run of the 2022 Budget to the Park Board Committees. This will include only salary and benefit changes and initial 2022 central service charges.
- The Committee members will have the month of August to review the budget, ask questions or request any additional clarifications or information. Parks staff will develop the 2022 Requested Budget during the month of August in the budget system.
- The individual Committees will forward their recommendations to the Finance Committee by no later than September 7th. Because of the timing of the City budget process, there will be continued budget refinements and discussion through the month of September.
- September 7th the Finance Committee forwards the Recommended 2022 budget to the Park Board; and the Park Board is scheduled to hear any public comment on the Parks and Recreation budget at the September 9th Park Board meeting.
- The Finance Committee then recommends a final 2022 Budget proposal to the Park Board on October 12th; and the Park Board is scheduled to adopt the final Requested 2022 Budget at the October 14th Park Board Meeting. There is typically central budget changes to salaries, benefits, and central charges during this time.
- After that, the Parks budget will be included in the City Budget and transmitted to the City Council in early November and in the past the City Budget was adopted in mid-December.

Parks and Recreation 2023 Budget Priorities

2023 Budget Assumptions:

- Approximate General Fund growth of <1% (\$150K)
- Salaries and wages, benefits, services and charges will increase (2%-5%)
- Review fund balance for one-time investments and gap funding.
- Continue the core service budgeting model.
- Continued investments in capital improvements that add efficiencies, access, and value across our community.
- Continued investments in partnerships and collaborations with local businesses, organizations, volunteers, sponsors, and donors.

Administration:

- Review all vacancies. Prioritize those we desire to fill and eliminate from the budget, any vacant position that no longer aligns with strategic goals.
- No new creation of new positions in the Park Fund unless the creation has a net zero impact on the budget.
- Evaluate any underperforming programs and services and realign to current trends.
- Implement strategy (timing and funding options) for the master plan priorities.
- Identify critical funding options for infrastructure capital (South Suspension Bridge)
- Continue Fleet Pilot program, replacing expensive to maintain fleet with lease vehicles.
- Continue to fund computer replacement, as many staff computers are over 5 years old.
- Budget emphasis on park facility safety initiatives.
- Creation of a program level account to manage restricted monies, that do not fall under the principles of annual capital.
- Establish a budget process for year end funds transfer from the Park Fund to the Capital Fund.
- Preparation for Expo's 50th anniversary community partnership initiative, and the coordination of the Spokane Urban River Experience

Golf:

- Budget for the creation of 4 new 10/month permanent course maintenance positions. This is a pilot program for the City towards creating 9-month and 10-month FTE positions.
- Annual fee increase to keep pace with cost escalation.
- Annual verification the Facility Improvement Fund is adequately funded for debt service payments

Operations:

- To be more inclusive of responsibilities, consider change in title of the overall "Park Ops or Operations" to another title to better include Natural Resources and Horticulture.
- Work the Planning Department to correct permit funding deficiencies in Urban Forestry.
- Create a trails category for the budget and assign staff to consistent maintenance in these areas
- Prepare to receive the responsibility of the city-wide Right-of-way Greenscapes and the opportunities/challenges presented.
- Prioritize vacancies and review classifications and jobs specs with current job force climate.

Riverfront:

- Improve cost recovery by renewing 2022 programming sponsorships, seeking additional community partners to support park programming, establishing multi-year event agreements, completing Pavilion naming rights sponsorship, adjusting fees and charges for inflation and prioritizing expenditures.
- Align park activities to deter vandalism and negative activity by creating a vandalism maintenance task force, documenting and tracking hot spots, making minor infrastructure improvements and strategically program spaces.
- Improve existing programs and services by documenting procedures and policies and establishing continuity in operation through defined training programs. implement event management software and activate City Works workorder software.
- Collaborate with Friends of Riverfront Park to mutually advance goals, support event booths, promote and communicate volunteerism, and assist Spokane Humane Society and Parks Foundation to fundraise for the future Paw Park.
- Improve the appearance of the park specifically targeting areas not addressed by the redevelopment project by enhancing landscape beds with plants and mulch, controlling bed erosion, and cleaning clocktower siding.
- Improve continuity of operations of the SkyRide through reduction of overtime, establishing a long-term maintenance plan, training, emergency response, consistent operating schedules and ensuring appropriate technical support during operating hours.
- Design and implement a cohesive marketing and media plan with promotional strategies that drive sales and attendance to in-house and partner events, attractions and provide value to programming sponsors.

Recreation:

- Evaluate programming coming out of the pandemic. Discontinuing programs that are under performing, enhancing programs that consistently are meeting or exceeding capacity and exploring areas where we are seeing Gaps in service, based on Master Plan findings.
- Continue developing a succession strategy where users do not experience level of service impacts when a Recreation Supervisor retires or resigns. Creating a chain of upward mobility opportunities increases morale and productivity and it also creates entry level opportunity's creating equity for young graduates with fresh ideas that are more likely to stay with us if there is a potential for future growth.
- Addressing deferred maintenance needs
 - Aquatic facilities – attention to decks, tanks, etc.
 - Corbin Art Center – veranda, painting, rain gutter replacement, and refinishing of the interior hard wood floors

To whom it may concern,

It has come to my attention that there is a possibility of naming a portion of Cannon Park in memory of Candy Rogers. I think that it would be very appropriate to do so, given the enormity of the crime and the stellar forensics work by SPD that finally solved the case.

I am particularly interested in this proposal, because A.M. Cannon was my great-grandfather. My childhood home was at 1735 West Point Road, just a short distance from the Rogers home, and I remember my parents discussing the kidnapping/murder throughout my childhood.

Please give consideration to naming the playground at Cannon Park as the Candy Rogers Memorial Playground.

Thank you.

Sheppard Clarke
217 Old Towne Drive
Mt. Juliet, TN 37122
(253) 861-5681