Spokane Park Board Finance Committee

3 p.m. Tuesday, April 6, 2021
Virtual meeting via WebEx
Call-in #: 408-418-9388
Access code: 187 430 0470
Mark Buening – Parks Finance/Budget Director

Committee members:

Bob Anderson – Chair
Greta Gilman
Gerry Sperling
Nick Sumner

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The Finance Committee meeting will be held virtually via WebEx teleconferencing at 3 p.m. Tuesday, April 6, 2021. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 187 430 0470 when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. April 6 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to meeting attendees prior to the meeting.

Agenda

Action items:

1. Spokane Parks Foundation memorandum of understanding – Fianna Dickson
2. Garco Construction, Inc., renovation construction contract/Riverfront Park north suspension bridge ($2,129,949, tax inclusive) – Nick Hamad
3. KPFF Consulting Engineers contract amendment #1 for engineering services/Riverfront Park north suspension bridge ($82,168, no tax) – Nick Hamad
4. Avista Utilities electric service agreement for temporary power/Riverfront Park north suspension bridge ($192,233.40, no tax) – Nick Hamad
5. Associated Garden Clubs of Spokane memorandum of understanding – Al Vorderbrueggen

Standing report items:

1. March financials – *Mark Buening*

Agenda 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. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Return to Agenda

Spokane Park Board Briefing Paper

Committee	Finance Committee
Committee meeting date	April 6, 2021
Requester	Fianna Dickson **Phone number**: 6297
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action
Type of contract/agreement	◉ New ◯ Renewal/extension ◯ Amendment/change order ◯ Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation memorandum of understanding
Begin/end dates	Begins: 04/08/2021 Ends: 12/31/2025 ☐ Open ended

Background/history:

Parks has a long-standing history of collaboration with the Spokane Parks Foundation. There were previously two agreements: a Fiscal Sponsorship Agreement and an MOU. Both agreements recently expired; this was an opportunity to combine the two documents into one agreement.

This agreement is separate from the existing Campaign for Riverfront Spokane agreement, which expires in November 2022.

Motion wording:

Approve the Spokane Parks Foundation memorandum of understanding as presented

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: Spokane Parks Foundation

Name: Terri Fortner Email address: ed@spokaneparks.org Phone: 326-5233

Distribution:

Parks – Accounting
Parks – Pamela Clarke
Requester: Fianna Dickson
Grant Management Department/Name:

Spokane Parks Foundation
Garrett Jones

Fiscal impact: ◯ **Expenditure** ◯ **Revenue**

Amount: Budget code:

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the CITY OF SPOKANE, a Washington municipal corporation, acting through its Parks and Recreation Division ("City") and the SPOKANE PARKS FOUNDATION, a Washington non-profit corporation ("Foundation"). For the purposes of this MOU the "Effective Date" shall be the date this MOU is fully executed by both City and Foundation.

City owns, operates and/or maintains, through its Parks and Recreation Division, parks and other recreational and entertainment facilities, and operates a variety of related programs and services ("Parks & Programs"). Foundation's purpose is to foster, encourage, and receive gifts, legacies, and devises (outright or in trust) to be used to make grants to acquire, provide, improve and equip park and recreational facilities for the public in Spokane and its adjacent areas within Spokane County; as well as to sponsor, assist or cooperate in and provide recreational, athletic, educational and scientific programs for the public in said areas.

City and Foundation desire to set forth their agreement regarding the use of funds raised by the Foundation specifically restricted for use by the City to operate the Parks & Programs.

NOW THEREFORE, in consideration of the mutual covenants, mutual benefits and synergistic effect created by entering this MOU, City and Foundation agree as follow:

1. Role of City. City owns, operates and maintains Parks & Programs for the benefit of the public and the City of Spokane. City will work independently, and also with Foundation, to solicit donations, recruit, manage and coordinate volunteer services for the Parks & Programs in compliance with this MOU and City's policies and project requirements. The parties acknowledge City may solicit donations, and recruit, manage and coordinate volunteer services to benefit Parks & Programs independent of the oversight and fundraising activities of Foundation. For both General and Specific Donations (as defined below) City will comply with donor intent, as conveyed to City by Foundation.

2. Role of Foundation. Foundation will work with City to solicit donations, recruit, manage and coordinate volunteer services for Parks & Programs in compliance with this MOU and City's policies and project requirements. Foundation will at all times maintain its status as a Washington nonprofit corporation exempt from federal income tax pursuant to §501(c)(3) of the Internal Revenue code to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code. Foundation solicits and receives restricted and unrestricted charitable donations from donors. A restricted donation is one the donor designates for a specific purpose or project. Unrestricted donations are made without restriction and may be used as Foundation sees fit consistent with Foundation's tax-exempt purpose. This MOU only deals with gifts solicited and received by Foundation that are restricted by the donor to be used for Parks & Programs, i.e., restricted donations. Such donations are "General Donations" as defined below. A donor may further restrict their donation to a particular purpose or project within Parks & Programs, which are referred to below as "Specific Donations". Foundation will retain its usual and customary administrative fee from donations it receives for Parks & Programs, unless another administrative fee is specified in a separate agreement (such as a campaign agreement) between City and Foundation applicable to the donation.

3. Donations. Pursuant to the terms of this MOU, City may request, and Foundation may agree, to solicit and collect donations to support, enhance and promote Parks & Programs. Donations collected by Foundation are either "Specific Donations" or "General 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.

4. Specific Donations. Specific Donations are donations City requests Foundation to solicit and receive for specific programs or projects. If Foundation agrees to collect donations for a specific project or program, City and Foundation shall enter into a separate agreement (such as a campaign agreement), which details the project(s) or program(s) that benefit from such donations, the method and term of soliciting and collecting the donations, the stewardship and allocation of the donations, and Foundation's fee for providing its services. As of the Effective Date, City and Foundation are parties to the following agreements for Specific Donations:

    a. Riverfront Park Campaign Agreement, under City Clerk's No. DPR-2017-0872.
    b. The City of Spokane Memorial Bench Project Agreement as set forth in *Appendix A*, attached to this MOU.

5. General Donations. General Donations are donations to Foundation the donor designates for Parks & Programs that are not Specific Donations, i.e., are not solicited and received pursuant to a separate agreement as provided in paragraph 4, above. A donor of a General Donation, may, but need not designate their donation be used for a specific program or project within Parks & Programs. Without prior approval by City, Foundation may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of General Donations, so long as such activities are at no cost to City. Upon request of City, Foundation will release General Donations to City, less the administrative fee retained by Foundation. City shall determine, subject to complying with donor intent, how to spend General Donations on Parks & Programs consistent with City's master plan.

6. Collaboration and Information Sharing. To carry-out the terms of this MOU, the parties agree to the following terms regarding collaboration and information sharing:

    a. Pursuant to the bylaws of Foundation, a current member of the Park Board of the City of Spokane is appointed to Foundation's governing board. Furthermore, a representative of Foundation is invited to attend all meetings of the Park Board. This process enables the sharing of information relating to solicitation, receipt and expenditure of General and Specific Donations.

    b. At least monthly Foundation will (i) share its financial statements and minutes of its board meetings with City, except for minutes taken during executive sessions, and (ii) provide City with an accounting of General Donations. Foundation will provide this information to the member of the Park Board serving on the Foundation's governing board.

    c. Upon request of Foundation, City shall timely provide Foundation with City's (i) strategic and/or master plan(s) for Parks & Programs, and all amendments and revisions to such plans, and (ii) City's policies and project requirements applicable to Foundation's role under this MOU.

d. If City requests Foundation to raise Specific Donations for a capital project, City shall provide Foundation with all material information pertaining to construction, maintenance and operation of the capital project, including requirements, restrictions, projected costs and timelines, additional funding sources, and a funding plan. If Foundation elects to engage in fundraising for the proposed capital project, the parties will negotiate a separate agreement setting forth the terms under which Foundation will participate in raising money for the project.

e. City may, but is not required to, notify Foundation of other organizations that plan to undertake events or activities intended to assist and improve Parks & Programs. City may, but is not required to, require such other organizations to collaborate with Foundation on any events or activities that are primarily intended to benefit Parks & Programs.

f. City may, but is not required to, provide, at no cost to Foundation, Foundation access, to City's parks and recreation facilities for Foundation fund raising purposes intended to benefit Parks & Programs.

g. At the discretion of the Director of the Parks and Recreation Division, and consistent with state and federal law, City may, but is not required to, assist Foundation with Foundation activities intended to benefit Parks & Programs. Such activities include, but are not limited to, tours of City parks, coordination of volunteers to clean up City parks, and events intended to create awareness of Foundation and its role in supporting Parks & Programs (pop up events).

h. City may, but is not required to, notify Foundation and provide Foundation with information necessary to determine the best methods for securing the donations when City becomes aware of donations, actual or potential, intended to benefit Parks & Programs. City and Foundation may collaborate in pursuing such donations so as to maximize the benefit to Parks & Programs.

i. When promoting Parks & Programs, Foundation shall comply with City's communications/social media policy, and City's naming policy, as both may be amended from time to time.

j. City will recognize gifts received from or through Foundation in City's annual report.

7. Notice of Non-Compliance. In the event of non-compliance with any provision of this MOU, 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 MOU. The other party shall, within 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 MOU by providing written notice of such termination to the breaching party.

   a. In the event of termination under this Section 7, Foundation shall provide City with an accounting of all funds held by Foundation, including any Specific or General Donations held by Foundation. Any agreement for Specific Donations shall survive the termination of this MOU as consistent with the terms of such agreement. General Donations will be disbursed pursuant to Section 5 of this MOU.

8. Term & Termination. This MOU shall become effective upon execution by both parties and shall terminate on December 31, 2025, unless earlier terminated. This MOU may be terminated by either party, without cause, on at least sixty (60) days prior written notice. In the event of termination, the parties shall have the same obligations as set forth in Section 7.a of this MOU.

9. Ownership/Use after Project Completion. All Parks & Programs projects funded with donations raised by Foundation will be owned and maintained by City and used according to City policies.

10. Assignment. Neither party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other party.

11. Anti-Kickback. No officer or employee of the City or Foundation, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in this MOU.

12. Indemnification. Each party shall be responsible for any and all acts and omissions of its staff, employees, officers, agents and independent contractors. Each party shall defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.

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 MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

14. Entire Agreement and Amendment. This MOU and its appendices represent the entire agreement of the parties with respect to the matters specified herein.

15. Governing Law and Venue. This MOU is governed by and construed under the laws of the State of Washington. Venue for any actions arising under this MOU shall be in Spokane County, Washington.

16. Severability. Any provision of this MOU that is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this MOU.

17. Contact Information. All notices and communications between City and Foundation pursuant to this MOU shall be directed as follows:

If to City:
City of Spokane Parks & Recreation
Attn: Director of Parks & Recreation
80 W Spokane Falls Blvd,
Spokane, Washington 99201

If to Foundation:
Spokane Parks Foundation
Attention: Executive Director
P.O. Box 8127
Spokane, Washington 99203

CITY OF SPOKANE PARKS AND RECREATION DIVISION
a Washington municipal corporation

By _____ Date _____

(Name) _____

(Title) _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

SPOKANE PARKS FOUNDATION
a Washington non-profit corporation

By Terri Fortner Date 25 February 21

(Name) TERRI FORTNER

(Title) Executive Director

Appendix A

SPOKANE PARKS FOUNDATION

Planting Roots. Growing Community.

City of Spokane Memorial Bench Program

The City of Spokane Parks and Recreation Division has transitioned their memorial bench program to the Spokane Parks Foundation for management and stewardship. As such, the Spokane Parks Foundation will take on the following responsibilities:

1. Accept a minimum donation of $5000 per memorial bench. This donation amount includes the cost of a standard bench, site prep, installation and future repairs, as well as Foundation's administrative fee and the cost of the recognition plaque.
2. Work with the donor to receive the donation and complete the Memorial Bench Donation Form
3. Determine donor wishes for bench location and text for recognition plaque
4. Request approval from the City on site location and plaque text
5. Work with an engraver and the donor to finalize the recognition plaque
6. Provide the recognition plaque to the City for installation
7. From each donation Foundation will retain 10% as its administrative fee, and will purchase the recognition plaque. Remaining funds will be placed in a designated account; the Memorial Bench Program fund. Upon receipt of appropriate invoices, Foundation will reimburse the City of Spokane Parks and Recreation Division from the Memorial Bench Program fund the cost of the bench, site preparation and installation. Funds remaining after paying these expenses, if any, will be retained in the Memorial Bench Program account to be used for bench repairs. Foundation will have no liability to pay for bench repairs beyond funds in the Memorial Bench Program account.
8. SPF will report to the City the account balance in the Memorial Bench Program fund once per quarter. This account reporting will be done at the same time that SPF reports its other financial reports to the City and Park Board.

The City of Spokane agrees to:

1. Provide a master list of available bench sites throughout the park system
2. Install approved memorial benches and recognition plaques
3. Invoice the Foundation for any expenses associated with bench purchase, site prep, installation, and future repairs.

Appendix B

City of Spokane Parks Sponsorship, Donation and
Naming Recognition Policy (subject to update/change)

10/27/17

AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 12, 2017

CITY OF SPOKANE PARKS & RECREATION

Submitting Division	Contact Person	Phone No.
Parks & Recreation	Leroy Eadie	625-6204

Department: ☑ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☑ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☑ Other

Beginning date: 10/12/17 Expiration date: _____ Open ended ☑

LGL2011-0031

CLERKS' FILE	
RENEWAL	
CROSS REF	
ENG	
BID	
REQUISITION	

AGENDA WORDING:

Approve the Sponsorships, Donations and Naming Recognition Policy revisions

RECEIVED
OCT 26 2017
CITY CLERK'S OFFICE

BACKGROUND:
(Attach additional sheet if necessary)

The original policy from 2011 has been updated to better serve the needs of both Parks and Recreation, and community supporters. Key changes include a reorganization for improved clarity and highlights in gray.

RECOMMENDATION:

Finance Committee approves to offer to the Park Board.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

Revision of policy, changes marked by gray highlights. + Change on disc to 10.3.1

SIGNATURES:

Requester - Leroy Eadie

Dept. Manager

Director of Parks & Rec – Leroy Eadie

Parks Accounting – Megan Qureshi

Legal Dept. – Pat Dalton 10/25/17

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Oct. 12, 2017

Fiscal Impact	Budget Account
Expenditure:	
0	
Revenue:	
0	

☐ Existing vendor ☐ New vendor – If so, please include vendor packet ☐

Supporting documents:

☐ Quotes/Solicitation (RFP, RFQ, RFB)

☐ Contractor is on the City's A&E Roster City of Spokane

☐ Spokane Business registration expiration date: _____

☐ W-9 (for new contractors/consultants/vendors) ACH Forms

☐ (for new contractors/consultants/vendors) Insurance

☐ Certificate (minimum $1 million in General Liability)

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-11-07 LGL 2011-0031
TITLE: **SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS AND RECREATION AREAS OR FACILITIES** EFFECTIVE DATE: JULY 14, 2011 REVISION EFFECTIVE DATE: OCTOBER 12, 2017	

TABLE OF CONTENTS

1.0 GENERAL
2.0 DIVISIONS/DEPARTMENTS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 GUIDING PRINCIPLES
7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS
8.0 NAMING OF A PARK, FACILITY OR FEATURE
9.0 MEMORIALS, PLAQUES AND TRIBUTES
10.0 PLANNING AND FULFILLMENT
11.0 TERMINATION
12.0 RESPONSIBILITIES
13.0 APPENDICES

1.0 GENERAL

Spokane Parks and Recreation is a Division of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's parks and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase Parks' ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

2.0 DIVISIONS/DEPARTMENTS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

4.1 "Advertising" - a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.

4.2 "Division" - Spokane Parks and Recreation Division

4.3 "Department Directors" - senior Parks and Recreation management directly under the Director of Parks and Recreation or the Executive Officer who have responsibility for parks and recreation departments.

4.4 "Historical or Prominent Individuals/Families/Groups"-individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.

4.5 "Individual and Family Giving" – A donation garnered from members of the general public who desire to contribute financially to the Division, for which there may be some mutually agreed upon recognition benefit. Donations are typically driven by fondness or affection for Parks and Recreation, desire to memorialize self or loved ones, or in support of the Division mission.

4.6 "Interpretive sign" - a sign within a park that interprets natural, historic and/or cultural features.

4.7 "Logo" - a symbol or name that is used to brand an organization.

4.8 "Marketing" - all forms of promotional efforts to attract the public's attention to a particular product or service. Marketing opportunities offered to sponsors are specific to each sponsorship and detailed in the agreement in accordance with City laws and Division policies.

4.9 "Memorials and tributes" – plaques, benches, trees or other elements designed to honor an individual and/or in recognition of a contribution.

4.10 "Naming rights" – A financial transaction and form of advertising whereby a corporation or another entity purchases the right to name a park asset, typically for a defined period of time of three to 20 years, with the intent to promote its brand or market its programs and services.

4.11 "Park" – Division property designated as a park.

4.12 "Park asset" – Physical Division amenities, features and facilities identified by the Park Board as an opportunity for naming rights or individual and family giving.

4.13 "Park facilities" - buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.

4.14 "Park feature" – fountains, artwork, amenities and similar.

4.15 "Plaque" - a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.

4.16 "Program sponsorship" – A payment or in-kind service by a business to support a program, activity or special event of the Division in return for certain recognition benefits. Sponsorships will generally be a year or less in duration and not associated with a permanent park asset.

4.17 "Recognition benefits" – Opportunities provided to the sponsor or donor as an incentive or appreciation for charitable donations.

4.18 "Sign" - a structure that is used to identify a specific park, to convey directions/rules to park users, and/or to inform about a project or attraction. May be temporary or permanent.

4.19 "Sponsorship or donation agreement" - the legal instrument that sets out the terms and conditions agreed upon by the parties.

5.0 POLICY

5.1 It is the policy of Spokane Parks and Recreation Division to actively seek sponsorships, charge fees for advertising, and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Division's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

5.2 In appreciation of this support, it is the policy of the Division to provide suitable acknowledgement and recognition of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Division's parks, facilities, and services, and to the recognition guidelines outlined in this policy.

5.3 Sponsorships and donations will be considered for the following broad

types of activities:

5.3.1 Event Sponsorship - financial or in-kind support for an event organized by the Parks Division on park property. Depending on the details of the agreement, the sponsor's name may or may not be directly linked to the event (e.g., a title sponsorship), and the sponsor may have a variety of temporary marketing opportunities.

5.3.2 Park Facility or Feature - financial or in-kind support associated with the design, construction and/or ongoing maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility. Recognition opportunities are negotiated with the agreement.

5.3.3 Program Sponsorship - financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program. Recognition of the sponsor could be associated directly to the program, or other marketing opportunities could be available, depending on the terms of the agreement.

5.3.4 Memorials or Tributes – plaques, trees or similar in honor of a person or persons, with recognition benefits outlined in the proposal and agreement.

5.4 All sponsorships, gifts, donations, naming recognition, memorials, tributes and plaques shall be formalized legally in writing through a Sponsorship or Donation Agreement, and signed by a representative from each party.

5.4.1 The agreement should include a clear statement of the purpose, financial value, benefits associated including specific recognition and marketing opportunities, total costs, maintenance and replacement, each party's roles and responsibilities, and term and termination provisions.

6.0 GUIDING PRINCIPLES

The following principles form the basis of the Division's consideration of sponsorships, gifts and naming requests, and have been established to ensure all considerations are treated equitably.

6.1 Sponsorship, gift and donation proposals:

6.1.1 Must directly relate to the intent of the facility or park, and its master plan or business plan.

6.1.2 Cannot be made conditional on Division performance.

6.1.3 Will not be accepted from organizations whose mission conflicts with the mission of the Division.

6.1.4 Will provide a positive and desirable image to the community.

6.1.5 Will provide benefits commensurate with the relative value of the sponsorship.

6.1.6 Cannot limit the Division's ability to seek other sponsors.

6.1.7 Will include an operating endowment or operating donation if the gift requires a level of service, maintenance or service

beyond current staffing levels.

6.1.8 Will enhance the design and visual integrity of the park/facility.

6.1.9 Will be evaluated individually and shall include, but not be limited to: products/services offered; sponsor's record of involvement in environmental stewardship and social responsibility; principles of the sponsor; sponsor's rationale for its interest; sponsor's expectations; and sponsor's timeliness and/or readiness to enter into an agreement.

6.2 Ethical Considerations

6.2.1 Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration. On occasion, the Division may need to reject an offer under circumstances including, but not limited to: the potential sponsor contemporaneously seeks to secure a contract, permit or lease; the potential sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies and/or planning documents; acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization; the potential sponsor is in litigation with the City of Spokane.)

7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS

7.1 The following principals will guide the recognition:

7.1.1 The recognition shall not detract from the visitors' experience or routine use, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

7.1.2 All forms of recognition must meet Division design and maintenance guidelines.

7.1.3 Recognition shall not suggest in any way the endorsement of a sponsor's goods or services by the Division, or any proprietary interest of the sponsor in the Division.

7.1.4 All sponsorship, donation or naming rights agreements will be for a defined period of time having regard to the value and the life of the asset involved.

7.1.5 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution, as outlined in an annual plan by the Division.

7.1.6 All sponsorship marketing materials must be approved by the Division's Communication Manager.

7.1.7 The Division's Communication Manager must approve the use of the City's or Parks and Recreation's logos by the sponsor in their business publications.

7.1.8 All signs must comply with city ordinance.

7.2 Forms of recognition: The Division wishes to work closely with each donor to provide recognition that is meaningful to the donor. Acknowledgement may include one or more of the following:

- 7.2.1 A thank you letter.
- 7.2.2 Publicity through printed materials, publications, the Division website, social media, media releases, and through the sponsor's channels. Design standards of the Parks and Recreation Division will apply.
- 7.2.3 Events such as a groundbreaking or ribbon cutting ceremony, private group tour or photo opportunity.
- 7.2.4 Mayor, City Council and/or Park Board member acknowledgement at civic functions.
- 7.2.5 Designated seating at an event, passes to an event, waived fee for facility use, or similar.
- 7.2.6 Commemorative recognition such as a memorial, plaque or tribute (see Section 9.0).
- 7.2.7 On-site recognition such as a temporary or permanent sign.
  - 7.2.7.1 The form of any on-site recognition shall be of an appropriate size and color, and shall not detract from the park surroundings or any interpretive message.
  - 7.2.7.2 The Division Communication Manager shall determine approval of the sign/plaque style and design, and inclusion of a sponsor's name and/or logo.
  - 7.2.7.3 The placement of temporary signs and plaques shall be determined between the Communication Manager and the appropriate Department Director. In the event of consensus not being reached, the Parks and Recreation Director's decision shall be final.
  - 7.2.7.4 Permanence of the sign is limited to the life of the asset.
- 7.2.8 Name association to an event, program or project.
- 7.2.9 Naming of a facility, feature or park (see Section 8.0).

7.3 Determining the form of recognition

- 7.3.1 Annually, sponsor/donor opportunities and recognition tiers should be developed and/or reviewed by the Communication Manager and/or consultants or staff designated by the Director in collaboration with appropriate Department Directors.
- 7.3.2 Annually, recommended sponsor/donor opportunities and recognition tiers should be presented to and approved by the Director and the Park Board.
- 7.3.3 In determining the type and extent of recognition benefits, current market research data and cost analyses will be used to determine the value for each tangible and intangible benefit offered.
- 7.3.4 If a recognition plan involves naming of a park, facility or feature within a park, the naming procedures will apply (Section 8.0).

7.4 Sample of sponsor/gift opportunities and recognition tiers: Each

sponsorship is negotiated and tailored; however, a hierarchy of benefits is associated with varied levels of sponsorships. The following are examples of benefits that may be included at various levels:

7.4.1 Lower investments may offer banner placements, give-away opportunities, recognition without logo in publications and social media, mention in a press release, recognition in remarks at the event, and recognition on site signs.

7.4.2 Mid-level investments may offer the above in addition to logo placement or advertisements in publications/print materials (e.g., the Activity Guide) and social media, passes or special access to events, product sampling, and waived fees for facility use.

7.4.3 High-level sponsorships may include the above plus name association to an event or program, designation as the official sponsor of an event or program, permanent signs or plaques, or naming rights of a park, facility or feature.

8 NAMING OF A PARK, FACILITY OR FEATURE

The following principles form the basis of the Division's consideration of naming or re-naming parks, facilities and features within a park (e.g., "Acme Park" or "Acme Field" or "Acme Fountain"). They do not apply to the associated naming of an event, program or project (e.g., "Acme Skate Night" or "Acme Softball Tournament"); those are temporary program name associations in accordance with the annual sponsor opportunities.

8.1 In accordance with the City Charter, Section 48, the Park Board may designate by name any park and structures thereon.

8.2 The recommendations for park, facility and feature names will be based on and chosen from the following criteria:

8.2.1 Historic events, places and people related to Spokane and the region

8.2.2 Exceptional individuals who have positively impacted parks and recreation in Spokane and the region

8.2.3 In commemoration of a group or individuals who perished or survived a tragic event or war

8.2.4 A suitable program or community related name which denotes an appropriate linkage to its function

8.2.5 Living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City

8.2.6 Living political nominees must be retired from political life for at least five (5) years

8.2.7 In recognition of a significant donation covering one or preferably more of the following:

8.2.7.1 Sixty percent (60%) or more of the cost of the particular park or facility, or one hundred percent (100%) of the feature

8.2.7.2 Deeding to the City all of the land on which the park,

facility or feature will be situated

8.2.7.3 Some long-term endowment for the repair and maintenance of the donated park, facility or feature

8.2.7.4 The provision of costs that will service program needs

8.2.8 The duplication or repeat use of names will be avoided, where possible.

8.3 Renaming of a Park, Facility or Feature

8.3.1 Proposals to rename parks are not allowed unless Park Board determines a legitimate public interest to do so.

8.3.2 Proposals to rename facilities or features will be considered in accordance with any naming rights agreements (e.g., a 10-year agreement for naming rights to "Acme Fountain.")

8.4 Process for Naming Parks, Facilities and Features

8.4.1 Anyone wishing to propose a name for a park, facility or feature must submit a written request to the Director. The request should include a brief synopsis of the reasons for the proposed name.

8.4.2 All naming opportunities shall be developed under the guidance of the Communication Manager and/or a designated consultant in collaboration with the appropriate Department Director.

8.4.3 The Communications Manager or other Parks staff may meet with neighborhood representatives, other City government organizations (e.g., Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.

8.4.4 For assets with an annual contract dollar value at or less than $20,000/year and/or at or less than five (5) years in duration, decisions about naming rights will be made within the Division and appropriate Department, and will not require Park Board approval (only Park Board notification through the appropriate committee).

8.4.5 For assets with an annual contract dollar value greater than $20,000 and/or greater than five (5) years in duration, the naming rights proposal will be submitted to the Park Board through the appropriate committee for approval.

8.4.6 Accepted proposals will adhere to the City Charter, and all other relevant guidelines and procedures as previously outlined.

8.4.7 If a new park or facility is completed and no fitting suggestion for a name has come from the community or in association with a gift, the Park Board will select a name and may involve community outreach (e.g., nominations, contest, etc.).

9.0 MEMORIALS, PLAQUES AND TRIBUTES

The following principles form the basis for the Division's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

9.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

9.2 Inventory options vary by location and are dependent upon space and need. The Director or Assistant Director of Park Operations will review and approve all requests.

9.3 An agreement will be consummated to include responsibilities related to the memorial or plaque, including but not limited to: installation costs including on-going upkeep, and replacement or repair costs.

9.4 Proposals of memorials, plaques or tributes in parks and recreation areas may include:

9.4.1 New trees, tree replacement or seasonal planting beds;

9.4.2 New or replacement park benches, picnic tables, barbeque pit stands, drinking fountains, or trash receptacles;

9.4.3 New or replacement picnic shelters, play equipment or water misting stations

9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.

9.6 Process for Memorials, Plaques and Tributes

9.6.1 All memorial and plaque requests must be in writing and shall be referred to the Communication Manager.

9.6.2 The Communication Manager is responsible for evaluation of requests and the provision of a recommendation to the Director of Park Operations or appropriate Department Director.

9.6.3 The Communication Manager will liaise with the appropriate Department Director to execute the necessary agreement and benefit recognition provisions.

10.0 PLANNING AND FULFILLMENT

10.1 Sponsor and donation recognition will be determined as outlined in Section 7.0.

10.2 Solicitation Planning

10.2.1 The Communication Manager and any designated consultants, in consultation with the Division Director and appropriate Department Directors, shall develop an on-going accrual plan that includes prioritized opportunities for the purpose of solicitation.

10.2.2 Sponsorships and giving opportunities are either initiated by the Division through a formal Request for Sponsors (RFS) process, initiated by the Division or their representative based on perceived potential interest of a specific sponsor/donor, or self-initiated by the potential sponsor/donor.

10.2.3 Identified opportunities shall be approved by the Director and subsequently communicated to the Spokane Parks

Foundation to facilitate an integrated approach to the procurement and management of sponsorships and gifts/donations by the two organizations.

10.2.4 Selected Parks and Recreation staff, Park Board members, and elected officials may be tasked with soliciting sponsors in accordance with the plan and upon their willingness.

10.2.5 All unsolicited sponsorship proposals shall be referred to the Communication Manager or designated consultant who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level.

10.3 Fulfillment of Agreements

10.3.1 The Communication Manager shall liaise with the appropriate Department Director or their designee to execute the necessary sponsorship agreement and benefit recognition provisions.

10.3.2 Fulfillment of the promised recognition shall be the shared responsibility of the Communications Manager and the appropriate Department Director or their designee.

10.4 Monitoring and Performance Reporting

10.4.1 It will be reported annually by the Communication Manager or designated consultant to the Park Board the number of active sponsorships/donations and their dollar value.

11.0 TERMINATION

The Division reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that result in a conflict with this policy or if the agreement is no longer in the best interests of the Division. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to: the sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies, and/or planning documents; a conflict of interest or policy arises during the agreement period; the potential sponsor is in litigation with the City of Spokane.

12.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

13.0 APPENDICES

None

APPROVED BY:

Pat Dalton

City Attorney

10/25/2017

Date

Director of Parks and Recreation

Date

Attest:

Spokane City Clerk (10/27/17)

CITY OF SPOKANE WASHINGTON

Appendix C

City of Spokane Social Media Policy (subject to update/change)

RECEIVED
May 22, 2013
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0330-13-01 LGL 2010-0014
TITLE: **SOCIAL MEDIA** EFFECTIVE DATE: April 30, 2010 REVISION EFFECTIVE DATE: July 3, 2013	

1.0 GENERAL

1.1 The purpose of this policy is to define the individual and departmental responsibilities for the acquisition and use of the City's social media.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City departments and divisions.

3.0 REFERENCES

Email: City Policy ADMIN 0620-05-55
Internet Access: City Policy ADMIN 0620-05-56.

4.0 DEFINITIONS

4.1 "Social media" includes blogs and new shared information sites such as Twitter, Facebook, Pinterest, YouTube, Tumblr, Google Plus, Instagram, LinkedIn, etc. Such sites allow departments to distribute information through an additional public Internet presence. They are hosted outside of the City's network.

5.0 POLICY

5.1 Statement of Policy

5.1.1 Social Media is an evolving part of public communications efforts, and the City of Spokane is using blogs, Twitter, Facebook accounts, etc. to further enhance the City's outreach and provide an additional avenue to disseminate public information to constituents. Social media's immediate reach creates a demand for thoughtful use and dissemination of information.

5.1.2 Division directors must approve the creation of social media accounts within their divisions and designate specific staff members to maintain the sites. The division directors also are responsible for monitoring appropriate use of the sites by their employees.

5.1.3 No social media account shall be approved for departments or programs that do not generate enough news-worthy content to routinely post two (2) to three (3) times per work day.

5.1.4 Staff members designated to write, post, and respond to items on social media sites act as additional public spokespersons for their department, division, and the City of Spokane. The City expects those staff members to adhere to best practices and to use common sense when using online outreach and community building. Staff must always remember that professional and personal lines can easily blur online, and at all times, they are representing their employer in their online interactions.

5.1.5 All approved uses of social media must be reported to the City's Communications Director, who will maintain an overall inventory of such sites.

5.1.6 Departments or programs without social media accounts are encouraged to send items to the Communications Department for posting on general City social media pages.

5.2 Employees are expressly forbidden to misuse any Social Media access privileges in any way that may include, but are not limited to:

a. Using Social Media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have a harassing effect on other users.

b. Violating the acceptable use policies of any network to which they connect to the account.

c. Misrepresenting the City's brand, programs or policies in their communications.

6.0 PROCEDURE

6.1 Employees must get approval from their division director prior to creating a Social Media account for work-related purposes.

6.2 General Provisions

6.2.1 Some comments to City posts will need an answer. The answer needs to be timely and accurate.

6.2.2 Respect the account's audience and the City's workplace rules. Anything that is not acceptable in the workplace is not acceptable online—personal insults and obscenities, ethnic slurs, etc. Do not engage in topics that may be considered objectionable, inflammatory or derogatory.

6.2.3 Social media is subject to record retention requirements as set by state law.

6.2.4 All social media accounts must be connected to the City's social media archiving service for public records purposes.

7.0 RESPONSIBILITIES

The Communications Department, in cooperation with the Human Resources Department, along with the City's division directors, is responsible for administering this policy.

8.0 APPENDICES

City of Spokane Social Media Tips

APPROVED BY:

City Attorney (Asst) _____ Date 5-22-13

Director – Communications

Date 5/29/13

Director – Human Resources

Date 6.12.13.

City Administrator

Date 6/18/13

City of Spokane Social Media Tips

Social Media is an emerging part of the City of Spokane's communications efforts. The Public Information and Communications staff are the primary leads on the use of social media. The use of blogs, Twitter, Facebook accounts, etc., are intended to further enhance the City's outreach, not replace other, more traditional, forms of outreach. The City expects staff entrusted with maintaining social media accounts to use best practices and common sense when engaging in on-line outreach and community building.

Be aware that professional and personal lines can easily blur on-line. If employees represent the City publicly, they should be prepared for people to find their names in social media circles, too.

1) Be honest and open.

2) Employees should identify themselves by name and role at the City.

3) Try to add value. The City's brand is best represented by its employees. What departments publish will reflect upon the City's reputation regarding the quality of work and services that are provided to the community.

4) Follow copyright and fair use laws.

5) Remember social media is subject to record retention, as set by state law.

6) If the employee publishes content to a site outside of the City of Spokane, make it clear that the employee is representing the City.

7) Do not pick fights; consider the tone of the response being given.

8) A Facebook or Twitter account needs frequent posts. One (1) to three (3) posts per day per account. Employees should plan out material that they can post about in their work day – weekly if possible – as a supplement to opportunistic content.

9) Social media and blog posts should be more casual than a new release. Both short and long-term entries work for the blog. Twitter is one hundred forty (140) characters, one hundred twenty (120) is ideal so it can be "re-tweeted."

10) Images drive (solicit or attract versus drives) views of social media posts and should be used frequently and include persons whenever possible.

11) Potential posts:

a. Highlight a news release or other happening that would be of interest to people. e.g., community garden, Parks new pool and splash pads.

b. Interesting information about a department that is not worthy of full news release.

c. Interesting facts about the City and its programs during a particular time of year. e.g., summer street construction, Spokane river clean-up.

12) Follow key blogs and Twitter feeds related to the programs and services of the City. Know what individuals are saying about the City. Talk to the appropriate department head or Communications team if issues arise that need attention.

13) Employees should respect their audience and the City's workplace rules. Anything that is not acceptable in the workplace is not acceptable online—personal insults and obscenities, ethnic slurs, etc. Do not engage in topics that may be considered objectionable or inflammatory.

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Finance
Committee meeting date	April 8, 2021
Requester	Nick Hamad **Phone number**: 509-363-5452
Type of agenda item	○ Consent ○ Discussion ○ Information ◉ Action
Type of contract/agreement	◉ New ○ Renewal/extension ○ Amendment/change order ○ Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., renovation construction contract/Riverfront Park north suspension bridge ($2,129,949, tax inclusive)
Begin/end dates	Begins: 4/8/2021 Ends: 3/1/2022 ☐ Open ended

Background/history:
This project contracts with the low responsive bidder for construction of the north suspension bridge renovation project in Riverfront Park. Improvements include bridge concrete deck replacement, steel framing repairs, historically compliant railing modifications, drainage improvements, lighting upgrades and concrete vault lid replacement.

Motion wording:
Approve Garco Construction, Inc. north suspension bridge renovation construction contract in the amount of $2,129,949, tax inclusive

Approvals/signatures outside Parks: ◉ Yes ○ No
If so, who/what department, agency or company: Garco Construction
Name: Clancy Welsh Email address: tloucks@garco.com Phone: 509.535.4688

Distribution:
Parks – Accounting
Parks – Pamela Clarke
Requester: Nick Hamad
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ○ **Revenue**

Amount:	Budget code:
$505,000.00	3346
$ Remaining 1950 balance dedicated to bridge	1950 54920 94000 56311
$ Contract balance remaining after 1950 funds	1400

Vendor: ◉ Existing vendor ○ New vendor

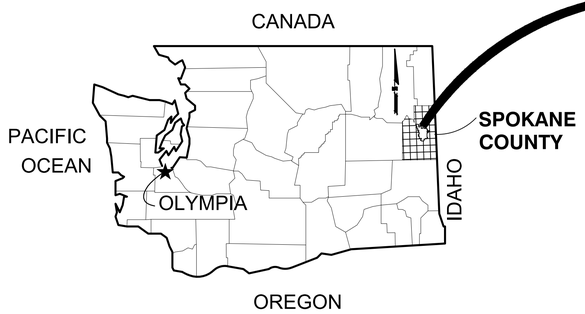
Supporting documents:

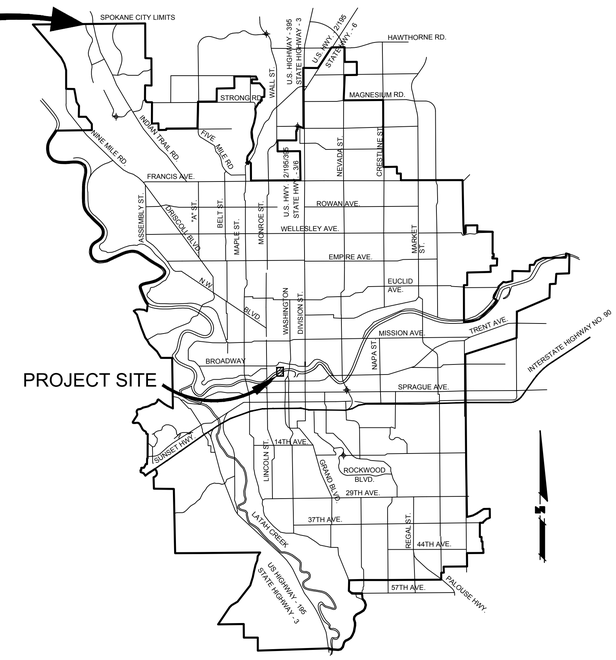
- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☑ UBI: 600-297-734 Business license expiration date: 9-30-2021
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

CITY OF SPOKANE, WASHINGTON

DEPARTMENT OF PARKS AND RECREATION

RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION





DRAWING INDEX

DWG	SHEET	TITLE
G-01	1	COVER SHEET
G-02	2	GENERAL NOTES AND ABBREVIATIONS
C-01	3	SITE PREPARATION PLAN
C-02	4	NORTH BRIDGE – SITE PREPARATION
C-03	5	CANADA ISLAND – SITE PREPARATION
C-04	6	SOUTH BRIDGE – SITE PREPARATION - SHEET NOT USED
C-05	7	CONSTRUCTION STAGING & ACCESS AREA
C-06	8	OVERALL DRAINAGE PLAN
C-07	9	NORTH BRIDGE – DRAINAGE PLAN
C-08	10	CANADA ISLAND – DRAINAGE PLAN
C-09	11	SOUTH BRIDGE – DRAINAGE PLAN - SHEET NOT USED
C-09A	11a	GRADING DETAILS
C-10	12	DRAINAGE DETAILS
S-01	13	NORTH BRIDGE LAYOUT
S-02	14	SOUTH BRIDGE LAYOUT - ALTERNATE-A1 - SHEET NOT USED
S-03	15	TYPICAL SECTION AND GENERAL NOTES
S-04	16	PROPOSED CONSTRUCTION SEQUENCE
S-05	17	WORK PLATFORM
S-06	18	FRAMING PLANS
S-07	19	STEEL REPAIR DETAILS - 1
S-08	20	STEEL REPAIR DETAILS - 2
S-09	21	DECK REINFORCEMENT PLAN
S-10	22	CURB DETAILS
S-11	23	BRIDGE DECK DEMO/POUR SEQUENCE
S-12	24	UTILITY HANGERS
S-13	25	BRIDGE RAILING RETROFIT - 1
S-14	26	BRIDGE RAILING RETROFIT - 2
S-15	27	VAULT #1 LID REPLACEMENT - SHEET NOT USED
S-16	28	VAULT #1 SECTIONS - SHEET NOT USED
S-17	29	VAULT #2 LID REPLACEMENT - SHEET NOT USED
S-18	30	MISCELLANEOUS DETAILS
S-19	31	VAULT #1 LID REPLACEMENT
S-20	32	VAULT #2 LID REPLACEMENT
S-21	33	BRIDGE CLOSURE GATE
E-01	34	ELECTRICAL LEGEND
E-02	35	ELECTRICAL SPECIFICATIONS
E-03	36	ELECTRICAL ONE-LINE DIAGRAM & PANEL SCHEDULE
E-04	37	ELECTRICAL DEMOLITION PLAN
E-05	38	ELECTRICAL DEMOLITION PLAN - ALTERNATE-A1
E-06	39	ELECTRICAL LIGHTING & POWER PLAN
E-07	40	ELECTRICAL LIGHTING & POWER PLAN - ALTERNATE-A1 - SHEET NOT USED
E-08	41	ELECTRICAL & COMMUNICATIONS UTILITY PLAN
E-09	42	ELECTRICAL & COMMUNICATIONS UTILITY PLAN - ALTERNATE-A1 - SHEET NOT USED
E-10	43	PHOTO DETAILS
E-11	44	POWER / LIGHTING DETAILS
E-12	45	POWER / LIGHTING DETAILS
E-13	46	POWER / LIGHTING DETAILS

MAYOR

NADINE WOODWARD

COUNCIL MEMBERS

BREEAN BEGGS CITY COUNCIL PRESIDENT
KATE BURKE
MICHAEL CATHCART
BETSY WILKERSON
LORI KINNEAR
CANDACE MUMM
KAREN STRATTON

CITY ADMINISTRATOR

SCOTT SIMMONS

DIRECTOR OF PARKS

GARRETT JONES

PROJECT CONTACT(S)

NICK HAMAD, PLA.
SPOKANE PARKS AND RECREATION
PROJECT MANAGER, (509) 363-5452

MARK SERBOUSEK
CITY OF SPOKANE
CITY ENGINEER, (509) 625-6154

WORK LOCATION		
SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	RIVERFRONT PARK NORTH PEDESTRIAN BRIDGE	BRIDGE REFURBISHMENT

DESCRIPTION OF WORK

GENERAL SCOPE SUMMARY:
WORK INCLUDES, BUT IS NOT LIMITED TO THE REPLACEMENT OF THE NORTH BRIDGE CONCRETE BRIDGE DECK AND CURB; REHABILITATION OF THE NORTH BRIDGE STEEL COMPONENTS; REPLACEMENT OF NORTH BRIDGE UTILITY CONDUITS, NORTH BRIDGE RAILING RETROFIT, ILLUMINATION UPGRADES AT NORTH BRIDGE AND ON THE PATHWAY BETWEEN THE NORTH AND SOUTH BRIDGES. INSTALL ELECTRICAL SERVICE ON SALMON PEOPLE ISLAND. REPLACEMENT OF THE NORTH BRIDGE VAULT LIDS, FABRICATION OF 4 CLOSURE GATES, INSTALLATION OF 2 CLOSURE GATES, REPLACE THE PATHWAY BETWEEN THE NORTH AND SOUTH BRIDGES.

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 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.

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.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
4. 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.
5. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
6. TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE ARBORIST TO SCHEDULE WORK.

City of Spokane PARKS & RECREATION

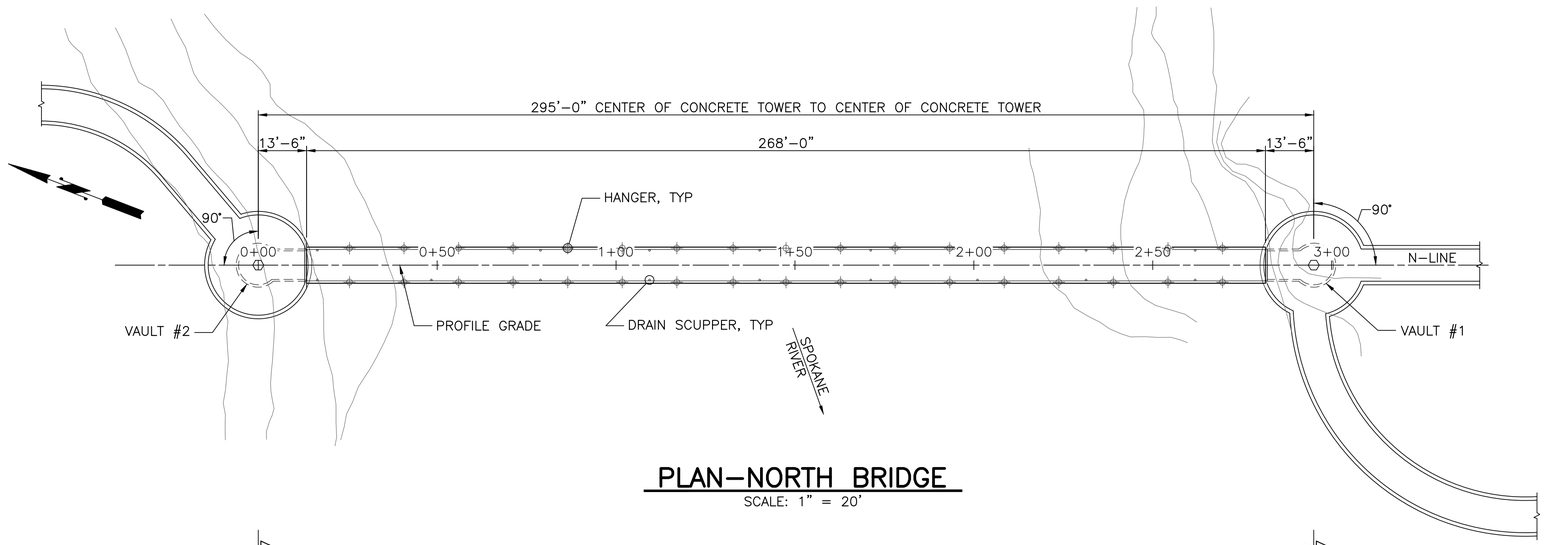
CITY OF SPOKANE

Name: RubinJ Date: Feb 26, 2021-12:59:26pm File: V:\1900464 (Riverfront Park Suspension)\02_Design (2019)\RPBR-G01 Cover.dwg

SEC 18, T.25 N., R43E, W.M.
CITY OF SPOKANE

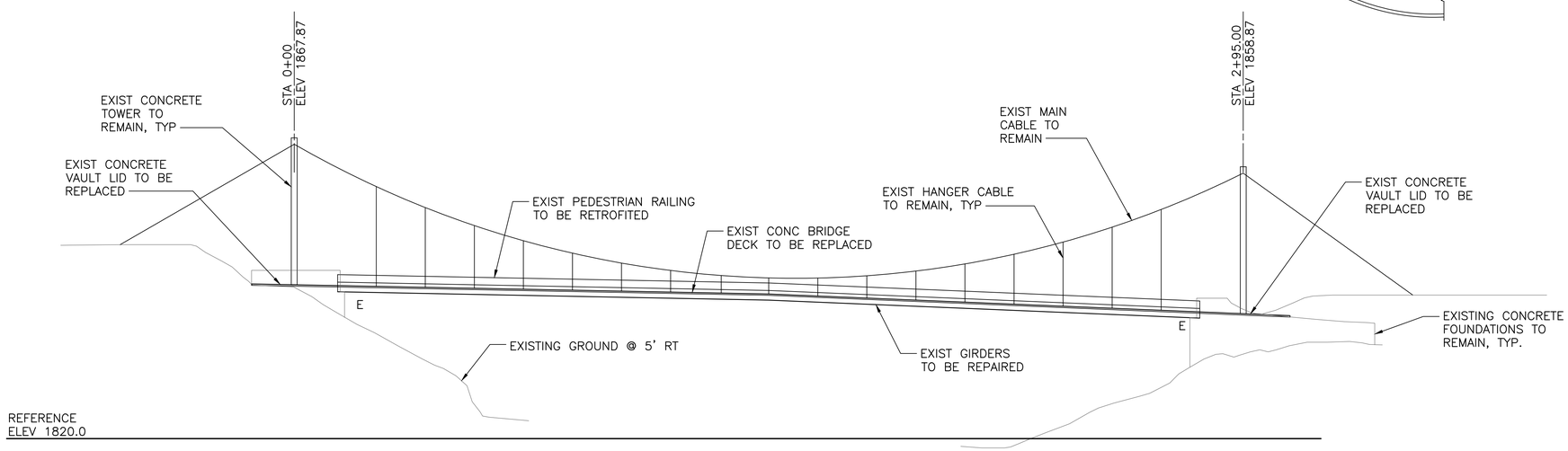
NOTES:

1. ALL ELEVATIONS AND STATIONS SHOWN ARE BASED ON EXISTING AS-BUILT DRAWINGS TRANSLATED TO THE CURRENT DATUM. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING MATERIALS. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.



PLAN-NORTH BRIDGE

SCALE: 1" = 20'



ELEVATION-NORTH BRIDGE

SCALE: 1" = 20'

N-LINE PASSES THROUGH THE CENTER OF THE CONCRETE TOWERS.
ELEVATIONS SHOWN ARE FINISH GRADES AT TOP CONCRETE VAULT LID AND ARE EQUAL TO PROFILE GRADE.

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

DATE	BY	PROJ.	DESCRIPTION

REVISIONS

DATE	BY	PROJ.	E.F.N.	U.S.N.	FROM	TO	COUNCIL ACCEPT DATE

AS BUILT

FROM	TO	ORD. NO.	DATE	FILE NO.

GRADE ORDINANCE LIST

NAVD88 = (OLD CBM ELEV.) - (13.13)
AS OF JANUARY, 2000 USE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

BENCH MARK LOCATION:
SPOKANE FALLS BLVD & HOWARD
SW END OF SOUTH HOWARD ST BRIDGE

NAVD88 ELEV. 1878.66
CBM NO. 3N GW

NAVD88 DATUM

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

HORIZONTAL PLAN&PROFILE AS SHOWN
VERTICAL PROFILE ONLY

SCALE

CURRENT C.O.S. DRAFTING STANDARDS ADOPTED FEB.2007

	BY	DATES
DRAWN:	RJ	2/12/21
REVISED:	BL	2/12/21
CHECKED:	AO	2/12/21
APPROVED:	GH	2/12/21

CITY OF SPOKANE

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700

GREGORY HOWARD
STATE OF WASHINGTON
40867
STRUCTURAL ENGINEER
PROFESSIONAL ENGINEER
02-26-21

S-01
13 of 46

PROJECT NAME: RIVERFRONT PARK SUSPENSION BRIDGE RENOVATION

SEGMENT LIMITS:
NORTH BRIDGE LAYOUT

PROJECT LIMITS:

TYPE OF IMPROVEMENT: BRIDGE
CITY PROJECT NUMBER: 5401-21
CITY PLAN NUMBER:
EFN: PI 234501 DWG

CALL BEFORE YOU DIG 1-800-424-5555

Name: RubinJ Date: Feb 26, 2021-12:03:23pm File: V:\1900464 (Riverfront Park Suspension)\02_Design (2019)\RPBR-S01 North Span Layout.dwg

BID TABULATION - RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION

Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Garco Construction Inc.	Legacy Contracting, Inc.	Conway Construction Company	LaRiviere Inc	Average
Bid Price Ratio						100%	88.34%	76.52%	67.73%	
Total Extended						$2,129,949.00	$2,410,938.75	$2,783,422.00	$3,144,594.70	
Pricing Group						$2,129,949.00	$2,410,938.75	$2,783,422.00	$3,144,594.70	
#1	BASE BID (Total Bid Schedule 1)	Base	ea	1	$ 2,350,000.00	**$2,129,949.00**	$2,410,938.75	$2,783,422.00	$3,144,594.70	$2,617,226.11

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

PW INVITATION TO BID

PW ITB NUMBER: 5401-21 TITLE: RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department QUESTION DEADLINE: 03/19/21 5:00 pm pst	PROPOSAL DUE DATE: 03/29/21 TIME: 1:00 pm pst Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.

BID SUBMITTED BY:

COMPANY Garco Construction, Inc.

MAILING ADDRESS PO Box 2946
Spokane, WA 99220

PHYSICAL ADDRESS 4114 East Broadway
Spokane, WA 99202

PHONE NUMBER 509.535.4688

E-MAIL ADDRESS tloucks@garco.com

Thea Prince

THEA PRINCE
Purchasing

THESE NEXT THREE 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.

BID PROPOSAL

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

PROJECT: #5401-21 RIVERFRONT PARK NORTH SUSPENSION BRIDGE 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:
(Total Bid Schedule 1): $ 2,129,949.00

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 shall be physically completed within 180 working days.**

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS ($500) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. GARCOCI928D5
(must be in effect at time of bid submittal)

U.B.I. Number 602 809 160

Washington Employment Security Department Number 42091000-9

Washington Excise Tax Registration Number 602 809 160

City of Spokane Business License Number T12054470BUS
(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: Garco Construction, Inc.

GARCO CONSTRUCTION, INC. CORPORATE SEAL 2007 WASHINGTON

Signature of Bidder's Authorized Representative

Clancy Welsh, President
Title

4114 East Broadway, Spokane WA 99202
Address

509.535.4688
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On N/A
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 N/A
date

(Seal Or Stamp)

Signature of Notary Public

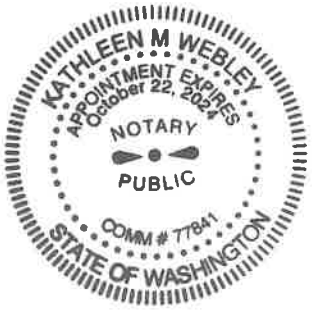
My appointment expires _____

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 March 29, 2021
date

(Seal Or Stamp)



Kathleen M Webley
Signature of Notary Public

My appointment expires October 22, 2024

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Riverfront Park Suspension Bridge Renovation

Project # 5401-21

Part A: General Company Information

Company Name Garco Construction, Inc.

Address 4114 East Broadway, Spokane WA 99202

Contact Name and Title Tim Loucks, VP Civil

Contact Phone 509.755.7222

Contact E-mail tloucks@garco.com

Years in business as a Prime Contractor 42 Years

Years in business as a sub-contractor 42 Years

Years in business under present Name 42 Years

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A

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 four (4) similar construction projects.

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?

☐ Yes ☒ 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?

☐ Yes ☒ 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?

☐ Yes ☒ 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?

☐ Yes ☒ 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?

☐ Yes ☒ 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?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, 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?

☐ Yes ☒ 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 evaluation 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?
☐ Yes ☒ 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?
☐ Yes ☒ 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?
☐ Yes ☒ 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?
☐ Yes ☒ 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?
☐ Yes ☒ 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?	
☒ Yes ☐ 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.	
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 March 30, 2021
Printed Name of Authorized Representative Tim Loucks	Title Vice President - Civil

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 Garco Construction, Inc.	Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222
Project Name **University District Gateway Pedestrian Bridge**	Project Contract Number: 2012119
Project Owner City of Spokane	Project Location Spokane, WA
Project Owner Contact Name & Title Kyle Twohig, Director of Engineering Services ktwohig@spokanecity.org	Owner's Telephone Number 509.925.6152

Notice to Proceed Date 3/9/2017	Final Completion Date 12/14/2018	Awarded Contract Value $9,499,046	Final Contract Price $10,383,578

Prime Contractor Name (If Not Bidder) N/A	Contractor Contact Name & Phone Number (If Not Bidder) N/A

Brief Project Description – Constructed new asymmetrical cable-stayed bridge which spans 240 feet in one direction and 174 feet in the other, crossing three BNSF RR tracks and a city street. The central pylon is a reinforced concrete arch soaring to 120 feet above the surrounding grade. An entrance plaza at each end transitions into the bridge via intricate concrete pavers, winding or spiral ramp structures, stairs and extensive architectural concrete and paver finishes

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

This bridge is of similar unique construction to the Riverfront Park Suspension Bridges, albeit cable-stayed instead of suspended. Both are pedestrian bridges which utilize structural-steel framing, stay-in-place metal decking, cast-in-place concrete deck, metal bridge railing, lighting, and site concrete and landscaping. Garco self-performed 55% of the work on this project, including all reinforced concrete construction, structural steel and stay cable erection, and installation of handrail and metal railing.

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 Garco Construction, Inc.	Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222
Project Name **Tolt Bridge Emergency Repair**	Project Contract Number: C01191C17
Project Owner King County, Road Services Division	Project Location Carnation, WA
Project Owner Contact Name & Title Victor Daggs, Sr., Supervising Engineer Victor.daggs@kingcounty.gov	Owner's Telephone Number 206.296.6590

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
3/2018	7/2018	$2,262,000	$2,283,390

Prime Contractor Name (If Not Bidder) N/A	Contractor Contact Name & Phone Number (If Not Bidder) N/A

Brief Project Description – Emergency contract for the rehabilitation and upgrade of two existing structural steel truss spans over 300 feet long each. The two-lane bridge spans cross over the Snoqualmie River and all work was performed over water.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

This project included reinforcement of truss girder to floor beam connections with additional structural steel plates and bolts and replacing existing structural bolts with upgraded A490 bolts. Lower chord gusset plates were removed and replaced with thicker steel to meet current seismic code requirements and upper chord connections were modified with added connection points. Nearly 3000 new structural bolts were added by field-drilling, and over 3300 existing bolts were replaced. After the existing connections were modified and inspected, they were coated with a multi-part zinc/urethane paint system. Garco designed and constructed temporary work platforms to access the work, as well as containment for prep and painting operations. All repairs were completed over water while maintaining one-way alternating traffic on the structures. Garco self-performed 92% of the work, including all structural steel activities.

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 Garco Construction, Inc.	Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222
Project Name **SH-41 BNSF Bridge**	Project Contract Number: 8282
Project Owner Idaho Transportation Department	Project Location Newport, WA/Oldcastle, ID
Project Owner Contact Name & Title Jeff Spohn, Owner Representative Jeffrey.spohn@itd.iaho.gov	Owner's Telephone Number 208.265.4312

Notice to Proceed Date 1/29/2018	Final Completion Date 11/27/2019	Awarded Contract Value $5,549,000	Final Contract Price $5,792,592

Prime Contractor Name (If Not Bidder) N/A	Contractor Contact Name & Phone Number (If Not Bidder) N/A

Brief Project Description - Remove and replace existing two-lane Idaho Highway 41 4-span bridge over BNSF railroad tracks. New bridge was 236' long, with 3 spans of structural steel plate girders supporting CIP concrete deck on metal decking. Bridge was built in two longitudinal phases to allow continuous operation during construction.

Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Similar to the Riverfront Park Suspension bridges, this project included structural steel plate girder construction, along with stay-in-place metal decking and CIP concrete deck, metal bridge railing, lighting, and site concrete and landscaping. Garco self-performed 63% of the work on this project, including all reinforced concrete construction, structural steel erection, and installation of handrail and metal railing.

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Finance
Committee meeting date	April 6, 2021
Requester	Nick Hamad **Phone number**: 509-363-5452
Type of agenda item	○ Consent ○ Discussion ○ Information ◉ Action
Type of contract/agreement	○ New ○ Renewal/extension ◉ Amendment/change order ○ Other
City Clerks file (OPR or policy #)	OPR 2021-0077
Item title: (Use exact language noted on the agenda)	KPFF Consulting Engineers contract amendment #1 for engineering services/Riverfront Park north suspension bridge ($82,168, no tax)
Begin/end dates	Begins: 4/08/2021 Ends: 03/01/2022 ☐ Open ended

Background/history:
Amendment #1 to the professional services contract adds Task 3 - Construction Support Services to the contract scope of work to be billed on a time and materials basis. Additional scope includes: construction submittal review, contractor RFI review and responses, project meetings, site visits & punch list walk-throughs, special structural inspection of bridge framing, and project record drawings

Motion wording:
Approve contract amendment #1 with KPFF Consulting Engineers for T&M engineering services on the north suspension bridge project not to exceed $82,168, no tax

Approvals/signatures outside Parks: ◉ Yes ○ No
If so, who/what department, agency or company: KPFF Consulting Engineers
Name: Aaron Olson Email address: Aaron.Olson@kpff.com Phone: 206.622.5822

Distribution:
Parks – Accounting
Parks – Pamela Clarke
Requester: Nick Hamad
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ○ **Revenue**
Amount: $82,168.00
Budget code: 1950

Vendor: ◉ Existing vendor ○ New vendor
Supporting documents:
- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☑ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. OPR 2021-0077

City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **ENGINEERING DESIGN FOR RIVER-FRONT SUSPENSION BRIDGE**

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 **KPFF CONSULTING ENGINEERS, INC.,** whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the ENGINEERING DESIGN FOR RIVERFRONT SUSPENSION BRIDGE; 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 January 18, 2021 and January 25, 2021, 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. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 8, 2021 and shall through April 30, 2022.

3. ADDITIONAL WORK.
The scope of work in the original contract is hereby amended to include Construction Support and Construction Management Services as referenced in the attached Scope of Work.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY TWO THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS ($82,168.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

KPFF CONSULTING ENGINEERS, INC.

By _____ 3/26/2021
Signature Date

Aaron Olson
Type or Print Name

Associate
Title

Attest:

_____
City Clerk

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
December 15, 2020 Scope of Work

21-051

CONSULTANT PROPOSAL

December 15, 2020
Exhibit A-1
Scope of Work

Riverfront Park Suspension Bridge Renovation
Construction Support and Construction Management Services

PROJECT DESCRIPTION

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

The project will be advertised for construction on in Spring 2021 with Contractor mobilization expected by early Summer 2021. The project construction is expected to be complete by Fall 2021.

PROJECT OBJECTIVES

This scope of work is to provide the following:

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

PROJECT TEAM

The project team includes:

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

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

Task No. 1.1 – Invoices and Progress Reports

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

Assumptions

- None

Deliverables

- Monthly invoices and progress reports (assume 10).

TASK NO. 2.0 – BID DOCUMENT UPDATES & BID SUPPORT

Task No. 2.1 – Coordination with City

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

Task 2.2 – Update Bid Plans

KPFF and Trindera will update the existing bid plans to include only the "base bid" design elements from the previous bid set and any other modifications related to the updated specifications (see Task 2.3). Base bid includes renovation of the North Suspension Bridge and replacement of the north vault lids. Replacement of south vault lids will be included as a bid alternate.

Assumptions

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

Deliverables

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

Task 2.3 – Update Bid Specifications

KPFF and Trindera will update the existing specifications to conform to the 2020 WSDOT Standard Specifications.

Assumptions

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

Deliverables

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

Task 2.4 – Update Cost Estimate & Bid Items List

KPFF and Trindera will updated the existing cost estimate and bid items list to conform to the 2020 WSDOT Standard Specifications and any plan changes (See Task 2.2).

Assumptions

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

Deliverables

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

Task 2.5 – Pre-Bid Meeting & Bidder Questions

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

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

Assumptions

- The pre-bid meeting will be held virtually by teleconference or video call.

- The pre-bid meeting will last two (2) hours
- The City will coordinate the details, agenda and notes for the pre-bid meeting.

Deliverables

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

Task 2.6 – Addenda

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

Assumptions

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

Deliverables

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

add task 3 items to project scope of work

TASK NO. 3.0 – CONSTRUCTION SUPPORT SERVICES

Task No. 3.1 – Coordination with City

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

Task 3.2 – Submittal Review & Response

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

1. Demolition Plan
   a. Type 2E Working Drawings
      i. Demolition procedures
      ii. Work Platform
      iii. Containment

b. Type 1 Working Drawings
i.Steel Cleaning

2. Concrete Class 4000D
   a. Mix Design
   b. Formwork/Falsework
   c. Request for Approval of Materials (RAM) – Aggregate, Cement, Compliance Certifications, Material Test Certs
3. Rebar
   a. Shop Drawings
   b. RAMs – Compliance Certs, Mill Certs
4. Stay-In-Place Forms
   a. Shop Drawings
   b. RAM – Steel certs, galvanizing
5. Steel Repairs
   a. Shop Drawings
   b. RAMS – welder certs, mill certs
6. Deck Drains
   a. RAM – drain type
7. Pedestrian Railing Retrofit
   a. Shop Drawings
   b. RAMs – Compliance Certs, Mill Certs, Welder Quals, Cable Components
8. Expansion Joints
   a. Shop Drawings (Steel & Expansion Joint)
   b. RAMs – Compliance Certs, Mill Certs, Welder Quals
9. Vault Lids (Uplight Bracket, Tower Collar, Edge Beam, Manhole)
   a. Shop Drawings
   b. RAMs – Compliance Certs, Mill Certs
10. Resin Bonded Anchors
    a. RAM – Epoxy, Anchor Material Certs
11. Bridge Supported Utilities
    a. Shop Drawings
    b. RAMs – Fiberglass Conduit, hanger components
12. Tower Repair Grout
    a. RAMs – Grout, Bolt mill certs, epoxy resin
13. Bridge Closure Gate
    a. Shop Drawing
    b. RAMs – Fence fabric, tension wire assembly, paint, mill certs, compliance certs
14. Drainage Scupper & Trench Drains
    a. Shop Drawings incl. Coring
    b. RAMs

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

<u>Assumptions</u>

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

Deliverables
- Review and response of submittals (PDF)

Task 3.3 – Request for Information (RFI) Review & Response
KPFF and Trindera will review and respond to RFIs received during construction. Below is the total number of RFIs to be reviewed by each firm:

- KPFF – 15
- Trindera – 5

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

Deliverables
- Review and response to RFIs (PDF)

Task 3.4 – Meetings, Site Visits & Punchlist Walkthroughs

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

Meetings:
- KPFF – 10
- Trindera – 4

Site Visits:
- KPFF – 6
- Trindera – 4

Punchlist Walkthroughs:
- KPFF – 2
- Trindera – 2

Assumptions
- The City will coordinate and schedule meetings with the design team and the Contractor.
- Meetings are assumed to last one (1) hour and will occur via teleconference or phone.

- Site visits will occur on an as-needed basis and will be coordinated by the City. Travel for KPFF Seattle engineers is included for up to four (4) site visits. All other site visits will be performed by KPFF Spokane engineers.
- Assume one (1) weekly meeting for the 1st project construction month and one (1) meeting per month thereafter. Total duration is seven months.

Deliverables

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

Task 3.5 – Special Structural Inspection

KPFF bridge engineers will inspect the North bridge following the removal of the bridge deck and existing conduits. The purpose of the inspection is to determine the extent of the structural deterioration and provide specific direction to the Contractor in terms of the extent and type of steel repairs. If necessary, KPFF will provide updated repair details to supplement those already contained within the design drawings. These repair details will be stamped and sealed by the KPFF EOR.

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

Deliverables

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

Task No. 3.6 – Record Drawings

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

Assumptions

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

Deliverables

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

prime consultant fee breakdown

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Overhead (OH) Cost	140.71%
Fixed Fee (FF)	30.00%

Classification	**Direct Hourly Rate**	**Total Hours**	**X**	**Negotiated Hourly Rate**	**=**	**Cost**
Principal	$ 64.91	24.00	X	$175.72	=	$ 4,217.23
Project Manager	$ 58.00	234.00	X	$157.01	=	$ 36,740.76
Senior Engineer	$ 52.00	334.00	X	$140.77	=	$ 47,016.91
Design Engineer	$ 38.00	192.00	X	$102.87	=	$ 19,751.00
CADD Technician	$ 40.00	110.00	X	$108.28	=	$ 11,911.24
Project Coordinator	$ 30.00	20.00	X	$81.21	=	$ 1,624.26
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
				~~Subtotal~~		~~$ 121,261.40~~

add task 3 to project scope for prime consultant fee of $76,815.00

Reimbursables

Airfare	8 trips @ $350 per trip	$ 2,100.00
(Blank)	(Allowance)	
Subtotal		$ 2,100.00

~~**GRAND TOTAL:**~~	~~**$123,361.40**~~

December 14, 2020		KPFF Consulting Engineers							KPFF
Riverfront Park Bridge Renovation - Construction Support Services		Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Project Coordinator	$0.00	
Item	SCOPE OF WORK	$175.72	$157.01	$140.77	$102.87	$108.28	$81.21	$0.00	
1	**PROJECT MANAGEMENT AND ADMINISTRATION**								
1.01	Invoices and Progress Reports	4	10				20		$3,897
	Labor Subtotal:	**4**	**10**	**0**	**0**	**0**	**20**	**0**	**$3,897**
	Reimbursables:								$0.00
2	**BID DOCUMENT UPDATES & BID SUPPORT**								
2.1	Coordination with City		30						$4,710
2.2	Update Bid Plans	7	6	40	24	52			$15,903
2.3	Update Bid Specifications	5	6	32	24				$8,794
2.4	Update Cost Estimate and Bid List	3	4	24	24				$7,003
2.5	Pre-Bid Meeting & Bidder Questions		8	12					$2,945
2.6	Addenda	1	4	10		10			$3,294
	Labor Subtotal:	**16**	**58**	**118**	**72**	**62**	**0**	**0**	**$42,649**
	Reimbursables:								$0.00
3	**CONSTRUCTION SUPPORT SERVICES**								
3.1	Coordination with City		90						$14,131
3.2	Submittal Review & Response		20	104	80				$26,010
3.3	RFI Review & Response	2	12	64	40				$15,360
3.4	Meetings, Site Visits & Punchlist		24	16					$6,021
3.5	Special Structural Inspection	2	16	24		24			$8,841
3.6	Record Drawings		4	8		24			$4,353
	Labor Subtotal:	**4**	**166**	**216**	**120**	**48**	**0**	**0**	**$74,715**
	Reimbursables:								$2,100.00
4	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
5	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
6	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
7	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
8	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
9	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
10	**[TASK NAME]**								
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:								$0.00
	Labor Sum:	**24**	**234**	**334**	**192**	**110**	**20**	**0**	**$121,261**
	Reimbursable Sum:								**$2,100**
	TOTAL:								**$123,361**

additional task 3 fee. $76,815

prime consultant fee breakdown

kpff

electrical subconsultant fee breakdown

Exhibit E-1

Trindera Engineering

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Overhead (OH) Cost	175.94%
Fixed Fee (FF)	30.00%

Classification	**Direct Hourly Rate**	**Total Hours**	**X**	**Negotiated Hourly Rate**	**=**	**Cost**
Project Manager	$ 60.10	12.00	X	$162.70	=	$ 1,952.36
Professional Engineer	$ 42.31	59.00	X	$114.54	=	$ 6,757.71
Senior Drafter	$ 38.47	13.00	X	$104.14	=	$ 1,353.85
Admin	$ 31.25	6.00	X	$84.60	=	$ 507.58
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
	$ -	0.00	X	$0.00	=	$ -
				~~Subtotal~~		~~$ 10,571.50~~

add task 3 scope for subconsultant fee of $5,353

Reimbursables

Mileage	(## Miles x $0.545/mile)	$ -
Airfare	(Allowance)	$ -
Per Diem	(Hotel + Meals @ $#.## x # trips)	$ -
Subcontract	(Sub Name & Task)	$ -
(Blank)	(Allowance)	$ -
Subtotal		$ -

GRAND TOTAL:	~~**$10,571.50**~~

electrical subconsultant fee breakdown

December 14, 2020		Trindera Engineering					Trindera
Riverfront Park Bridge Renovation - Construction Support Services		Project Manager	Professional Engineer	Senior Drafter	Admin	$0.00	
Item	SCOPE OF WORK	$162.70	$114.54	$104.14	$84.60	$0.00	
1	**PROJECT MANAGEMENT AND ADMINISTRATION**						
1.01	Invoices and Progress Reports	5			5		$1,236
	Labor Subtotal:	**5**	**0**	**0**	**5**	**0**	**$1,236**
	Reimbursables:						
2	**BID DOCUMENT UPDATES & BID SUPPORT**						
2.1	Coordination with City						
2.2	Update Bid Plans	2	4	3	1		$1,181
2.3	Update Bid Specifications		3				$344
2.4	Update Cost Estimate and Bid List		4				$458
2.5	Pre-Bid Meeting & Bidder Questions		6				$687
2.6	Addenda		6	6			$1,312
	Labor Subtotal:	**2**	**23**	**9**	**1**	**0**	**$3,982**
	Reimbursables:						
3	**CONSTRUCTION SUPPORT SERVICES**						
3.1	Coordination with City						
3.2	Submittal Review & Response	4	10				$1,796
3.3	RFI Review & Response		10				$1,145
3.4	Meetings, Site Visits & Punchlist		14				$1,604
3.5	Special Structural Inspection						
3.6	Record Drawings	1	2	4			$808
	Labor Subtotal:	**5**	**36**	**4**	**0**	**0**	**$5,353**
	Reimbursables:						
4	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
5	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
6	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
7	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
8	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
9	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
10	**[TASK NAME]**						
	Labor Subtotal:	**0**	**0**	**0**	**0**	**0**	**$0**
	Reimbursables:						
	Labor Sum:	**12**	**59**	**13**	**6**	**0**	**$10,571**
	Reimbursable Sum:						**$0**
	TOTAL:						**$10,571**

additional task 3 fee. $5,353.00

kpff

City Clerk's No. OPR 2021-0077

City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **ENGINEERING DESIGN FOR RIVER-FRONT SUSPENSION BRIDGE**

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 **KPFF CONSULTING ENGINEERS, INC.,** whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the ENGINEERING DESIGN FOR RIVERFRONT SUSPENSION BRIDGE; 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 January 18, 2021 and January 25, 2021, 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. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 8, 2021 and shall through April 30, 2022.

3. ADDITIONAL WORK.
The scope of work in the original contract is hereby amended to include Construction Support and Construction Management Services as referenced in the attached Scope of Work.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY TWO THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS** (**$82,168.00**) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

KPFF CONSULTING ENGINEERS, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
December 15, 2020 Scope of Work

21-051

Return to Agenda

Spokane Park Board Briefing Paper

Committee	Finance
Committee meeting date	April 6, 2021
Requester	Nick Hamad **Phone number**: 509-363-5452
Type of agenda item	○ Consent ○ Discussion ○ Information ◉ Action
Type of contract/agreement	◉ New ○ Renewal/extension ○ Amendment/change order ○ Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language noted on the agenda)	Avista Utilities electric service agreement for temporary power/Riverfront Park north suspension bridge ($192,233.40, no tax)
Begin/end dates	Begins: 4/8/2021 Ends: ☑ Open ended

Background/history:

Electrical service agreement with Avista Utilities to remove primary power cables from the Riverfront Park suspension bridge and construct new temporary overhead power cables from West Havermale Island to the north bank of Riverfront Park.

This re-routing of power cables is required to implement planned north suspension bridge renovation work. Upon completion of bridge renovation, Avista will remove the temporary overhead power cables and reinstall permanent cables within the restored bridge.

Motion wording:

Approve electric service agreement with Avista for temporary power required for the north suspension bridge renovation work in the amount of $192,233.00 no tax

Approvals/signatures outside Parks: ◉ Yes ○ No

If so, who/what department, agency or company: Avista Corporation

Name: Nick Harmon Email address: Nick.Harmon@avistacorp.com Phone: 509.495.4889

Distribution:

Parks – Accounting
Parks – Pamela Clarke
Requester: Nick Hamad
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ○ **Revenue**

Amount: $192,233.40

Budget code: 1950 54920 94000 56311

Vendor: ◉ Existing vendor ○ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☑ UBI: 328 000 223 Business license expiration date: 3.31.2022
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

ADDENDUM

TO

GENERAL CONSTRUCTION AGREEMENT

General Construction Agreement Date: March 24, 2021

Work Order # 1017952345

Agreement No. 38392

Whereas, the parties entered into a General Construction Agreement for work on installation of underground cable and transformers, and

Whereas, the identified work is being performed at the cost of a public entity and is a public work for which prevailing wages must be paid, and

Whereas the original General Construction Agreement did not contain an explicit requirement that the Contractor comply with state requirements concerning the payment of prevailing wages,

Now, therefore, the parties agree as follows:

1. Avista will file a Statement of Intent to Pay Prevailing Wages form and Affidavit;
2. Avista will file any required wage compliance forms;
3. Avista will sign the attached Debarment form.

Dated this ??th day of April, 2021.

City of Spokane Parks Department

Avista Corporation

_____

_____

Mar 24, 2021 8:37:10 AM

Job Location: Riverfront Park Pedestrian Bridge OH Reroute

General Construction Agreement #: 38392

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of $192,233.41, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Nick Harmon

Customer Project Coordinator

Spokane - Electric
PO BOX 3727 MSC-46 Spokane, WA 99220-3727
Phone: 509-495-4889
Cell: 509-934-0270
Email: Nick.Harmon@avistacorp.com

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99220

CUSTOMER COPY

General Construction Agreement

General Construction Agreement Date: Mar 24, 2021
Work Order # 1017952345

Expiration Date: Sep 20, 2021
Agreement No.: 38392

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 192,233.41
Previous Extension #:

Avista Corporation

_____
Signature

Nick Harmon
Printed Name

Customer Project Coordinator
Job Title

Date: _____
Agreement # 38392

Customer:

_____
Signature

City of Spokane Parks and Recreation
Printed Name

_____
Job Title

Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): AGENT

Name: City of Spokane Parks and Recreation
Mailing Address:
,
Phone Number: 509-363-5452

II. JOB INFORMATION

LOCATED AT: Riverfront Park Pedestrian Bridge OH Reroute

Name of Plat:

or Legal Description:

or Location:

Construction contribution Scale

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTMisc - See Note 1	0	$0.00	$192,233.40	($0.00)	$192,233.40
BASIC COST - Total					**$192,233.40**

Total Construction Costs:
Total Credits:
Net Customer Cost: 192,233.41

These costs are effective through Sep 20, 2021 , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

NOTES: THESE ARE THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TEMPORARY OH REROUTE OF AVISTA POWER OVER THE SPOKANE RIVER TO ACCOMMODATE THE UPCOMING PEDESTRIAN BRIDGE PROJECT. THESE COSTS INCLUDE THE INSTALLATION AND REMOVAL OF FACILITIES AS WELL AS ALL THE RESTORATION ASSOCIATED WITH THE COMPLETED WORK.

General Construction Agreement #: 38392

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99220

AVISTA COPY

General Construction Agreement

General Construction Agreement Date: Mar 24, 2021
Work Order # 1017952345

Expiration Date: Sep 20, 2021
Agreement No.: 38392

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 192,233.41
Previous Extension #:

Avista Corporation	**Customer:**
_____	_____
Signature	Signature
Nick Harmon	City of Spokane Parks and Recreation
Printed Name	Printed Name
Customer Project Coordinator	_____
Job Title	Job Title
Date: _____	Date: _____

Agreement # 38392

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): AGENT

Name: City of Spokane Parks and Recreation
Mailing Address:
,
Phone Number: 509-363-5452

II. JOB INFORMATION

LOCATED AT: Riverfront Park Pedestrian Bridge OH Reroute

Name of Plat:

or Legal Description:

or Location:

Construction contribution Scale

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTMisc - See Note 1	0	$0.00	$192,233.40	($0.00)	$192,233.40
BASIC COST - Total					**$192,233.40**

Total Construction Costs:
Total Credits:
Net Customer Cost: 192,233.41

These costs are effective through Sep 20, 2021 , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

NOTES: THESE ARE THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TEMPORARY OH REROUTE OF AVISTA POWER OVER THE SPOKANE RIVER TO ACCOMMODATE THE UPCOMING PEDESTRIAN BRIDGE PROJECT. THESE COSTS INCLUDE THE INSTALLATION AND REMOVAL OF FACILITIES AS WELL AS ALL THE RESTORATION ASSOCIATED WITH THE COMPLETED WORK.

General Construction Agreement #: 38392

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Finance Committee
Committee meeting date	April 6, 2021
Requester	Al Vorderbrueggen **Phone number**: 363-5464
Type of agenda item	○ Consent ○ Discussion ○ Information ◉ Action
Type of contract/agreement	◉ New ○ Renewal/extension ○ Amendment/change order ○ Other
City Clerks file (OPR or policy #)	
Item title: (Use exact language noted on the agenda)	Associated Garden Clubs of Spokane memorandum of understanding
Begin/end dates	Begins: 04/08/2021 Ends: 04/08/2024 ☐ Open ended

Background/history:

This a renewal and update to previous MOUs. The Parks and Recreation Division will provide access to areas of the facilities and use of grounds at Manito Park in order for AGC to pursue their mission in keeping with horticultural focus of the park. This agreement will also allow AGC to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs for the Spokane Parks Division.

Motion wording:

Approve the Associated Garden Clubs of Spokane memorandum of understanding as presented

Approvals/signatures outside Parks: ◉ Yes ○ No

If so, who/what department, agency or company: Associated Garden Clubs of Spokane

Name: Email address: Phone:

Distribution:

Parks – Accounting
Parks – Pamela Clarke
Requester: Al Vorderbrueggen
Grant Management Department/Name:

Associated Garden Clubs of Spokane
Garrett Jones
Steve Nittolo

Fiscal impact: ○ **Expenditure** ○ **Revenue**

Amount: Budget code:

Budget neutral

Vendor: ◉ Existing vendor ○ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. _____

City of Spokane

MEMORANDUM OF UNDERSTANDING

Title: Use of Manito Park for Associated Garden Clubs of Spokane

THIS MEMORANDUM OF UNDERSTANDING is made between the **City of Spokane Parks Dept**., whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and the **Associated Garden Clubs of Spokane (AGC)**, whose address is P.O. Box 8363, Spokane, Washington, 99203 as "**AGC".**

WHEREAS, the purpose of AGC as a consortium of independent garden clubs and affiliated members who promote the beautifying of the Spokane, growing of fine flowers and food, and promoting the beautification of the Spokane area; and

WHEREAS, the City of Spokane Parks and Recreation Department will provide access to areas of the facilities and USE of grounds at Manito Park in order to pursue their mission in keeping with horticultural focus of the park; and

WHEREAS, AGC will be allowed to use the east end of the "pottery barn" (east maintenance/storage building) at Manito Park; and

WHEREAS, AGC may use the continuous raised beds facing the maintenance building from March 1st each year until two (2) days after their plant sale (last weekend of April each year) unless otherwise specified and agreed to by Parks staff; and

WHEREAS, AGC will be granted use of the small east polyhouse in the service yard and the open gravel area east of it from February 15th to April 30 or two (2) days after their plant sale unless otherwise specified and agreed upon by Parks staff; and

WHEREAS, AGC has agreed to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs for the Spokane Parks Department; and

WHEREAS, the AGC consists of the following officers: President, Vice-President, Treasurer, and Secretary; and,

NOW, THEREFORE, the Parties agree as follows:

1. TERM / RENEWAL

The term of this Agreement shall have a three (3) year term to begin on April 8, 2021, and end April 8, 2024. Upon agreement of the "Parties" this agreement may be renewed for two (2) additional one (1) year terms not to exceed a total of five (5) years.

2. AGREEMENT

The Parties hereby agree to the following conditions and terms under this Agreement:

No structures will be built in the park unless approved by the Spokane Parks and Recreation authorized staff.

Spokane Parks and Recreation staff shall have full access to any locked storage or other approved structures.

The parties agree AGC will provide their own potting mix and other supplies and materials. The Manito greenhouse/operation may donate surplus plant materials as available.

The AGC agrees that none of the activity undertaken by the organization will be in conflict with any local, state, and federal regulations.

This agreement may be canceled by either party with 60 days notice to the other party.

If the facilities are not maintained at a reasonable level of upkeep as determined by the Manito Park Supervisor or Spokane Parks and Recreation Department, the fiscal agent will be responsible for returning the space to its original condition.

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

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

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

ASSOCIATED GARDEN CLUBS OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

U2021-002e

Return to Agenda

City of Spokane - Parks & Recreation
Natural Resources
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	91,000	40,695	27,470	50,305	$ 22,835	30.2%	55.3%	25.09%
Operating Transfers	66,000	-	66,000	66,000	$ -	100.0%	100.0%	
TOTAL REVENUE:	**$ 157,000**	**$ 40,695**	**93,470**	**$ 116,305**	**$ 22,835**	59.5%	74.1%	14.54%
Expenditures:								
Salaries and Wages	527,994	432,235	95,358	95,759	$ (401)	18.1%	18.1%	0.03%
Personnel Benefits	202,101	165,127	35,878	36,974	$ (1,097)	19.2%	18.3%	-0.86%
Supplies	30,550	27,971	1,580	2,579	$ (999)	5.2%	8.4%	3.27%
Services and Charges	207,255	184,074	13,246	23,181	$ (9,936)	6.4%	11.2%	4.79%
Interfund Payments	26,149	25,362	-	787	$ (787)		3.0%	3.01%
Subtotal Op. Exp.	$ 994,049	$ 834,768	146,061	$ 159,281	$ (13,219)	15.0%	16.0%	1.05%
Transfers Out	2,641	2,641	-	-	$ -			
TOTAL EXPENDITURES:	**$ 996,690**	**$ 837,409**	**146,061**	**$ 159,281**	**$ (13,219)**	14.9%	16.0%	1.05%
Total Funding: (Rev. less Exp.)	**$ (839,690)**		**$ (52,591)**	**$ (42,975)**	**$ 9,616**			

City of Spokane - Parks & Recreation
Recreation
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	1,377,716	1,274,429	181,518	103,287	$ (78,231)	13.2%	7.5%	-5.68%
TOTAL REVENUE:	**$ 1,377,716**	**$ 1,274,429**	**181,518**	**$ 103,287**	**$ (78,231)**	13.2%	7.5%	-5.68%
Expenditures:								
Salaries and Wages	1,628,112	1,463,312	214,628	164,800	$ 49,827	13.6%	10.1%	-3.45%
Personnel Benefits	346,988	280,504	74,270	66,484	$ 7,786	22.9%	19.2%	-3.75%
Supplies	258,960	252,541	15,712	6,419	$ 9,293	6.1%	2.5%	-3.59%
Services and Charges	1,316,952	1,218,651	141,577	98,301	$ 43,276	10.7%	7.5%	-3.24%
Interfund Payments	16,950	11,226	5,724	5,724	$ -	33.8%	33.8%	
Subtotal Op. Exp.	$ 3,567,962	$ 3,226,234	451,911	$ 341,728	$ 110,183	12.9%	9.6%	-3.32%
Transfers Out	-	-	-	-	$ -			
TOTAL EXPENDITURES:	**$ 3,567,962**	**$ 3,226,234**	**451,911**	**$ 341,728**	**$ 110,183**	12.9%	9.6%	-3.32%
Total Funding: (Rev. less Exp.)	**$ (2,190,246)**		**$ (270,393)**	**$ (238,441)**	**$ 31,952**			

City of Spokane - Parks & Recreation
Riverfront Park
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	4,186,300	3,839,643	387,040	346,657	$ (40,383)	9.2%	8.3%	-0.96%
Operating Transfers	-	-	-	-	$ -			
TOTAL REVENUE:	**$ 4,186,300**	**$ 3,839,643**	**387,040**	**$ 346,657**	**$ (40,383)**	9.2%	8.3%	-0.96%
Expenditures:								
Salaries and Wages	2,506,870	2,183,446	433,777	323,424	$ 110,353	18.0%	12.9%	-5.09%
Personnel Benefits	712,133	596,614	126,428	115,519	$ 10,909	19.0%	16.2%	-2.73%
Supplies	691,400	671,339	39,397	20,061	$ 19,336	5.7%	2.9%	-2.80%
Services and Charges	800,540	701,225	95,378	99,315	$ (3,937)	12.5%	12.4%	-0.08%
Interfund Payments	20,000	20,000	-	-	$ -			
Subtotal Op. Exp.	$ 4,730,943	$ 4,172,624	694,979	$ 558,319	$ 136,661	15.3%	11.8%	-3.46%
Transfers Out	242,531	242,531	-	-	$ -			
TOTAL EXPENDITURES:	**$ 4,973,474**	**$ 4,415,155**	**694,979**	**$ 558,319**	**$ 136,661**	14.5%	11.2%	-3.27%
Total Funding: (Rev. less Exp.)	**$ (787,174)**		**$ (307,939)**	**$ (211,661)**	**$ 96,278**			

City of Spokane - Parks & Recreation
Park Operations
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	200,430	188,005	24,348	12,425	$ (11,922)	12.1%	6.2%	-5.95%
TOTAL REVENUE:	**$ 200,430**	**$ 188,005**	**24,348**	**$ 12,425**	**$ (11,922)**	12.1%	6.2%	-5.95%
Expenditures:								
Salaries and Wages	2,862,046	2,475,121	465,823	386,925	$ 78,898	16.2%	13.5%	-2.67%
Personnel Benefits	886,883	733,081	174,359	153,802	$ 20,556	20.6%	17.3%	-3.23%
Supplies	179,500	167,469	(2,636)	12,031	$ (14,667)	-1.5%	6.7%	8.17%
Services and Charges	1,078,509	998,652	80,529	79,857	$ 672	7.5%	7.4%	-0.06%
Capital Outlay	-		-	-	$ -			
Interfund Payments	-	-	-	-	$ -			
Subtotal Op. Exp.	$ 5,006,938	$ 4,374,323	718,074	$ 632,615	$ 85,460	14.4%	12.6%	-1.78%
Transfers Out	25,526	25,526	-	-	$ -			
TOTAL EXPENDITURES:	**$ 5,032,464**	**$ 4,399,849**	**718,074**	**$ 632,615**	**$ 85,460**	14.3%	12.6%	-1.77%
Total Funding: (Rev. less Exp.)	**$ (4,832,034)**		**$ (693,727)**	**$ (620,189)**	**$ 73,538**			

City of Spokane - Parks & Recreation
Administration
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	336,500	334,804	98,065	1,696	$ (96,369)	29.1%	0.5%	-28.64%
Operating Transfers	16,354,110	12,225,117	4,362,522	4,128,993	$ (233,529)	28.1%	25.2%	-2.82%
TOTAL REVENUE:	**$ 16,690,610**	**$ 12,559,921**	**4,460,587**	**$ 4,130,689**	**$ (329,898)**	28.1%	24.7%	-3.34%
Expenditures:								
Salaries and Wages	2,295,929	1,860,321	472,006	435,608	$ 36,398	19.6%	19.0%	-0.67%
Personnel Benefits	815,128	652,935	173,702	162,193	$ 11,510	22.2%	19.9%	-2.28%
Supplies	170,800	166,178	11,381	4,622	$ 6,759	6.7%	2.7%	-3.96%
Services and Charges	659,377	559,200	157,968	100,177	$ 57,790	25.4%	15.2%	-10.25%
Interfund Services	2,474,233	1,904,044	411,912	570,189			23.0%	
Subtotal Op. Exp.	$ 6,415,467	$ 5,142,677	1,226,969	$ 1,272,790	$ 112,456	19.2%	19.8%	0.69%
Transfers Out	69,306	69,306	-	-	$ -			
TOTAL EXPENDITURES:	**$ 6,484,773**	**$ 5,211,983**	**1,226,969**	**$ 1,272,790**	**$ (45,820)**	18.9%	19.6%	0.68%
Total Funding: (Rev. less Exp.)	**$ 10,205,837**		**$ 3,233,618**	**$ 2,857,899**	**$ (375,719)**			

City of Spokane - Parks & Recreation
Capital
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Grants Revenue	1,000,000	1,000,000	-	-	$ -			
Expenditures:								
Capital Outlay	2,025,000	1,938,639	216,294	86,361	$ 129,933	8.2%	4.3%	-3.98%

City of Spokane - Parks & Recreation
Parks Fund -- 1400
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Operating Revenue:								
Program Revenue	6,191,946	5,677,575	718,441	514,371	$ (204,070)	11.3%	8.3%	-2.95%
Operating Transfers	16,420,110	12,225,117	4,428,522	4,194,993	$ (233,529)	28.4%	25.5%	-2.82%
Grant Revenue	1,010,000							
Total Operating Revenue:	**$ 23,622,056**	**$ 18,912,692**	**5,146,963**	**$ 4,709,364**	**$ (437,599)**	21.7%	19.9%	-1.73%
Operating Expenses:								
Salaries and Wages	9,820,951	8,414,434	1,681,591	1,406,517	$ 275,074	17.2%	14.3%	-2.84%
Personnel Benefits	2,963,233	2,428,262	584,636	534,971	$ 49,664	20.8%	18.1%	-2.76%
Supplies	1,331,210	1,272,087	77,890	59,123	$ 18,767	5.9%	4.4%	-1.41%
Services and Charges	4,072,733	3,671,902	488,698	400,831	$ 87,867	12.2%	9.8%	-2.37%
Interfund Payments	2,537,332	1,960,632	417,636	576,700	$ (159,064)	16.8%	22.7%	5.95%
Total Operating Expenses:	**$ 20,725,459**	**$ 17,747,317**	**3,250,451**	**$ 2,978,142**	**$ 272,309**	15.9%	14.4%	-1.54%
Net Op. Income (Loss):	**$ 2,896,597**	**$ 1,165,375**	**1,896,512**	**$ 1,731,222**	**$ (165,290)**	5.8%	5.6%	-0.19%
Other Financial Activity:								
Capital Outlay	2,025,000	2,111,361	(216,294)	(86,361)	$ (129,933)	-8.2%	-4.3%	3.98%
Transfers Out	340,004	340,004	-	-	$ -			
Total Other Activity:	**$ 2,365,004**	**$ 2,451,365**	**(216,294)**	**$ (86,361)**	**$ (129,933)**	-6.9%	-3.7%	3.20%
Total Funding: (Rev. less Exp.)	**$ 531,593**	$ 3,616,740	**$ 1,680,218**	**$ 1,644,861**	**$ (35,357)**			

Beginning Fund Balance	**$ 2,327,936**
5% Reserve Requirement	$ (1,154,523)
Revenue Stabilization Reserve	$ (400,000)
Beginning Reserves	**$ 773,413**
Net Revenue (Expense)	$ 1,644,861
Ending Fund Balance Reserves	**$ 2,418,274**

City of Spokane - Parks & Recreation
Golf Fund -- 4600 (w/o Facility Improvemer
Financial Report
March 2021

	ADOPTED BUDGET 2021	2021 ADOPTED BUDGET Balance	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference	2020 YTD % OF BUDGET	2021 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	4,025,270		277,739	411,335	$ 133,596	6.9%	10.2%	3.32%
Pre-Sale Revenue			130,199	181,318	$ 51,119			
Facility Improvement Fee	-		(36,936)	(70,537)	$ (33,601)			
Other Transfers In	-		131,652		$ (131,652)			
TOTAL REVENUE:	**$ 4,025,270**	**$ (3,503,154)**	**502,654**	**$ 522,116**	**$ 19,462**	12.5%	13.0%	0.48%
Expenditures:								
Salaries and Wages	1,316,381	1,142,620	147,093	173,761	$ (26,669)	11.8%	13.2%	1.44%
Personnel Benefits	333,870	261,279	61,335	72,591	$ (11,256)	19.0%	21.7%	2.77%
Supplies	316,920	299,030	16,517	17,890	$ (1,373)	5.2%	5.6%	0.43%
Services and Charges	994,076	927,843	91,278	66,233	$ 25,045	9.0%	6.7%	-2.29%
Interfund Payments	257,387	198,292	46,853	59,095	$ (12,242)	17.1%	23.0%	5.89%
Subtotal Op. Exp.	$ 3,218,634	$ 2,829,064	363,076	$ 389,570	$ (26,494)	11.4%	12.1%	0.70%
Capital Outlay	320,000	320,000	460	-	$ 460	0.2%		-0.16%
Transfers Out	211,867	211,867	-	-				
TOTAL EXPENDITURES:	**$ 3,750,501**	**$ 3,360,931**	**363,536**	**$ 389,570**	**$ 26,034**	9.2%	10.4%	1.21%
Total Funding: (Rev. less Exp.)	**$ 274,769**		**$ 139,119**	**$ 132,546**	**$ (6,573)**			

*** Beginning Fund Balance**	**$ (70,885)**
Less 7% Reserve Requirement	$ (262,535)
Beginning Year Reserves	**$ (333,420)**
YTD Change in Cash	$ 132,546
2020 YTD Available Cash	**$ (200,874)**

** 2021 Beginning Fund Balance does not include the FIF reserve of $1,014,825*

City of Spokane - Parks & Recreation
Facility Improvement Fee -- Subset of the Golf Fund
Financial Report
March 2021

	2020 March Actual	2021 March Actual	2020-2021 Monthly Difference	2020 YTD Actual	2021 YTD Actual	2020-2021 YTD Difference
Revenue:						
Revenue:	24,180	57,093	$ 32,912	36,936	70,537	$ 33,601
Expenditures:						
Debt Service Payments	-	-	$ -	-	-	$ -

Beginning Fund Balance	**$ 1,014,825**
YTD Revenues	**$ 70,537**
YTD Debt Service Payments	**$ -**
YTD Cash Balance	**$ 1,085,362**

Fund 1950 - Park and Recreation *Capital* Fund

January 1, 2021 through March 31, 2021

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Undesignated	General Purposes	$ 28,571.84	$ 1,415.43	$ (868.78)	$ 30,856.05	$ 20,000.00	$ 10,856.05
Designated	Capital Replacement	893,875.06	-	-	893,875.06	489,514.09	404,360.97
	Sky Prairie/5-Mile	40,466.19	-	-	40,466.19		40,466.19
	CIP Projects	2,351,380.08	34,437.82	244,089.10	2,141,728.80	384,413.44	1,757,315.36
	Goats at the Bluff, City Council	-	-	-	-		-
	Herbicide pilot, City Council	2,500.00	-	-	2,500.00		2,500.00
	Skyride	3,068.56	-	-	3,068.56		3,068.56
Restricted	Reserved for Property Donations	45,583.80	-	-	45,583.80		45,583.80
	Conservation Futures	135,865.08	-	-	135,865.08	10,000.00	125,865.08
	Riverfront Conservation Futures	6,204.79	-	-	6,204.79		6,204.79
		$ 3,507,515.40	$ 35,853.25	$ 243,220.32	**$ 3,300,148.33**	**$ 903,927.53**	**$ 2,396,220.80**

Capital Replacement
January 1, 2021 through March 31, 2021

	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Computer & Software	75,701.66	-	-	75,701.66	2,489.84	73,211.82
General Capital- T shirt, poster, calendar sales	4,630.01	-	-	4,630.01		4,630.01
Specialized Fleet	495,271.28	-	-	495,271.28	124,343.48	370,927.80
Enterprise Lease Vehicles						
RFP Equipment	10,911.05	-	-	10,911.05		10,911.05
Recreation Equipment	5,871.69	-	-	5,871.69	1,085.38	4,786.31
Golf Equipment	-	-	-	-	361,595.39	(361,595.39)
Ops Equipment	1,489.37	-	-	1,489.37		1,489.37
Capital Equipment Maintenance	300,000.00	-	-	300,000.00		300,000.00
	893,875.06	-	-	893,875.06	489,514.09	404,360.97

Parks and Recreation 1950 CIP Projects
January 1, 2021 through March 31, 2021

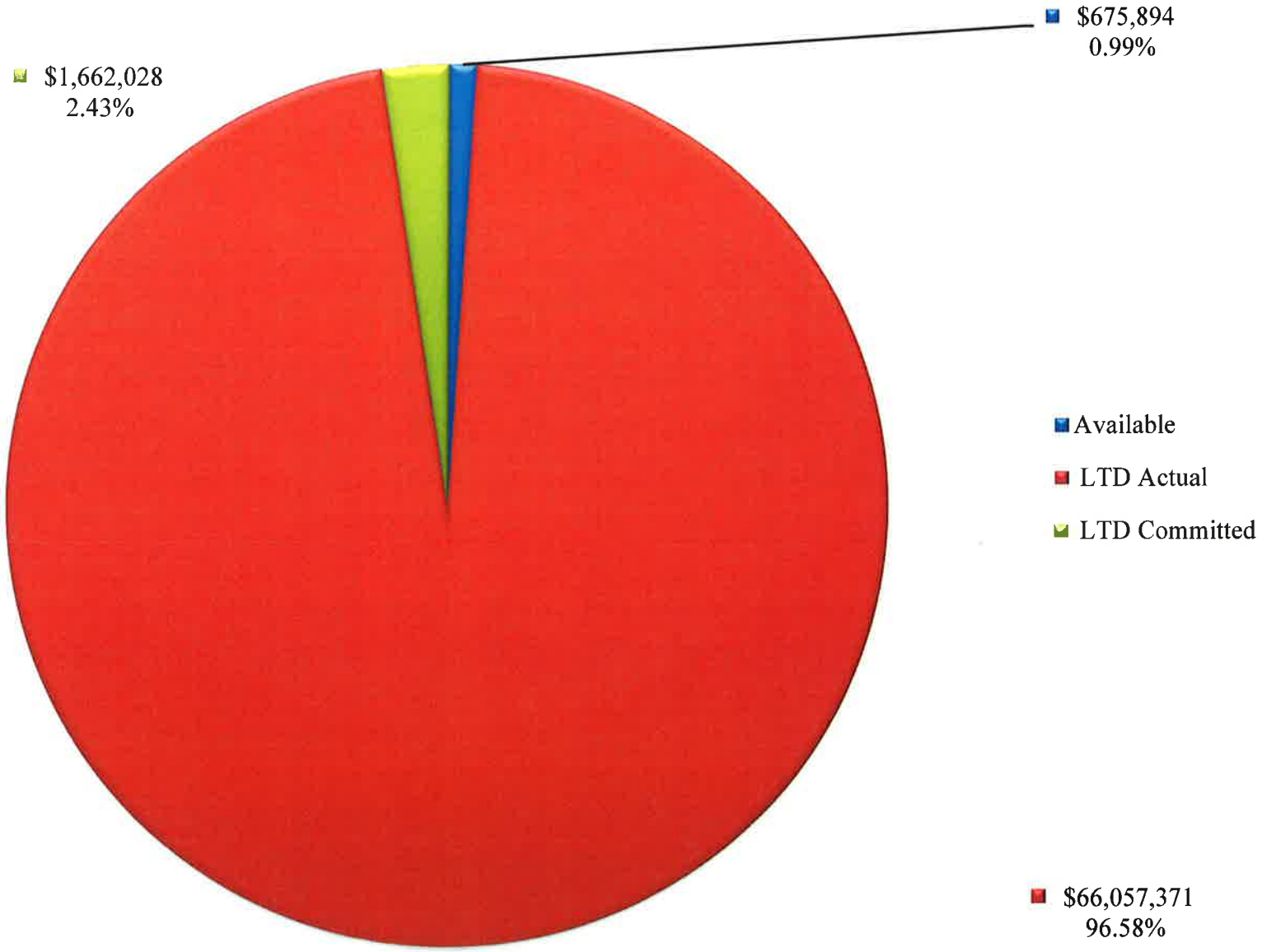
PROJECT	2021 BEG. BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE	BUDGET REMAINING
Turf Replacement	120,000.00		120,000.00	-	-	-	120,000.00
Tennis Courts, USTA Private Grant	24,953.37		24,953.37	-	-	-	24,953.37
Rochester Heights, Trugreen Foundation	5,000.00		5,000.00	-	-	-	5,000.00
Vietnam Veterans Memorial	29,000.00		29,000.00	-	-	-	29,000.00
Dutch Jake's Park	(3,109.71)		(3,109.71)	-	-	-	(3,109.71)
Susie's Trail (18-30)	93,592.50		93,592.50	-	3,092.50	3,092.50	90,500.00
Community Engagement, Spokane Indians Baseball	9,522.44	9,937.82	19,460.26	-	-	-	19,460.26
RFP Bond Projects							
W. Havermale Playground, Parks Foundation	173,044.31		173,044.31	106,748.70	71,581.93	178,330.63	(5,286.32)
North Bank Parking Lot, General Fund	241,979.96		241,979.96	92,565.00	152,609.00	245,174.00	(3,194.04)
North Bank stairs, Arterial Street Fund	89,407.00		89,407.00	-	89,407.00	89,407.00	-
North Bank basketball court, Hooptown USA	17,254.73		17,254.73	8,039.82	9,214.91	17,254.73	-
North Bank Playscape, Ice Age Floods Institue	5,000.00		5,000.00		-	-	5,000.00
North Suspension Bridge, Arterial Street Fund	1,496,251.48		1,496,251.48	9,064.15	44,169.60	53,233.75	1,443,017.73
North Bank Shelter Roof, Parks Foundation	35,000.00		35,000.00	22,742.97	-	22,742.97	12,257.03
Butterfly Design, Parks Foundation	-	24,500.00	24,500.00	-	-	-	24,500.00
BC Pavilion, Tribal Center design, Innovia	8,955.00		8,955.00	-	8,955.00	8,955.00	-
Stepwell Handrails, Spokane Arts	-		-	1,250.00	3,750.00	5,000.00	(5,000.00)
North Bank Roskelley Performance Boulder	5,529.00		5,529.00	3,678.46	1,633.50	5,311.96	217.04
	2,351,380.08	34,437.82	2,385,817.90	244,089.10	384,413.44	628,502.54	**1,757,315.36**

Riverfront Park Redevelopment Project Update

March 2021

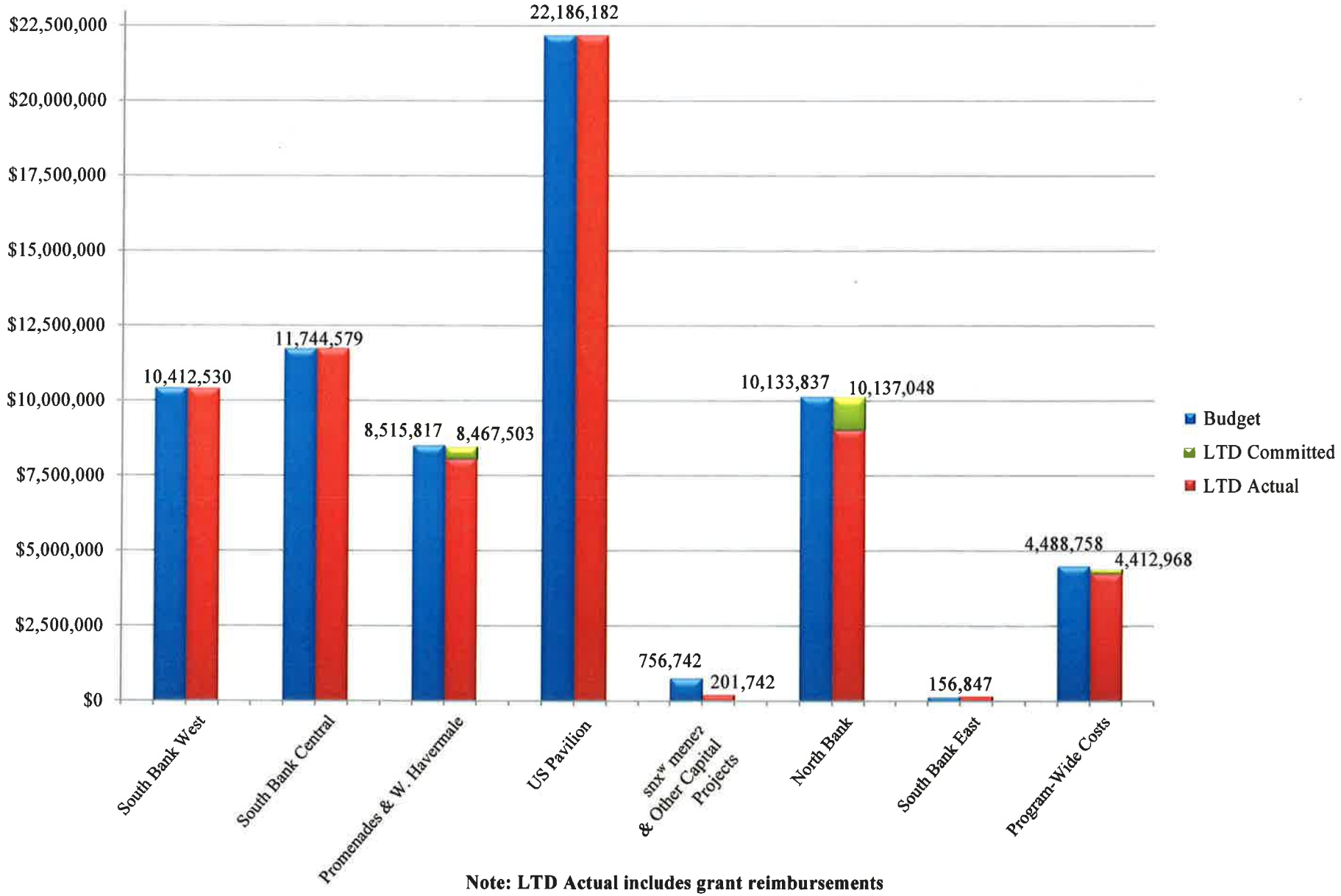
Bond Budget Utilization Through March 2021

(December 10, 2020 Approved Budget)

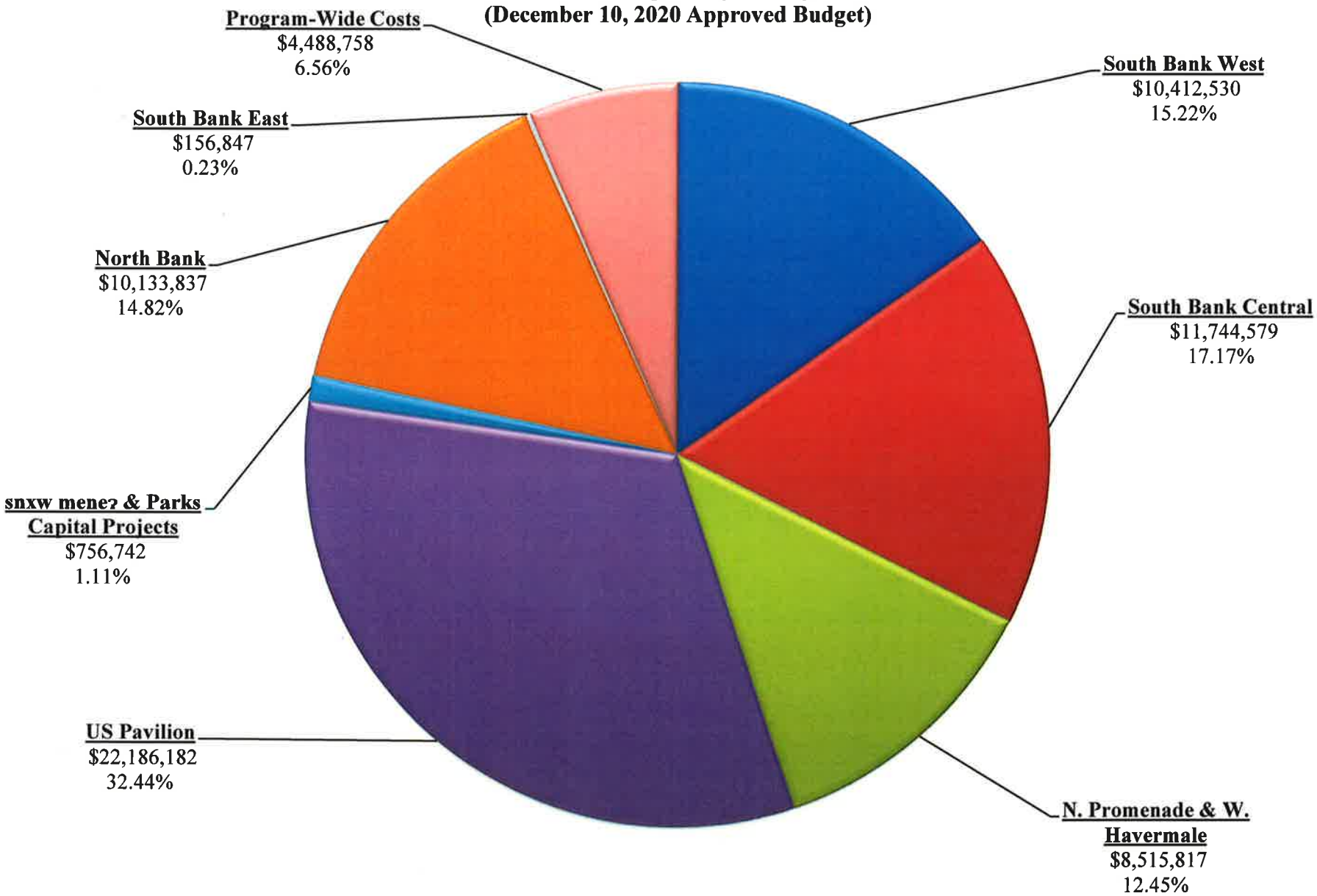


Note: LTD Actual includes grant reimbursements

Comparison of Approved Bond Budget to Actual & Committed Expenditures
March 2021



Note: LTD Actual includes grant reimbursements

Bond Budget by Project

(December 10, 2020 Approved Budget)