



Spokane Park Board

March 10, 2016 – 1:30 p.m.

City Hall, City Council Chambers

808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Chris Wright – President
- X Susan Traver – Vice President
- X Eadie, Leroy
- X Kelley, Ross
- X Van Voorhis, Ken
- X Dunau, Andy (arrived at 1:32 p.m.)
- X Selinger, Sam
- X Potratz, Preston
- X Pendergraft, Lauren
- X Sumner, Nick
- X McGregor, Ted
- X Mumm, Candace – Council Liaison

Parks Staff:

- Jason Conley
- Tony Madunich
- Garrett Jones
- Al Vorderbrueggen
- Angel Spell
- Jon Moog
- Berry Ellison
- Bruce Wright
- Katie Freeman

Guest(s):

- Lynn Mandyke
- Hunt Whaley

MINUTES

1. **Roll Call:** Pamela Clarke
See above
2. **Minutes:**
Motion No. 1: Dr. Selinger moved to approve the Feb. 11, 2016, Regular Park Board Meeting Minutes.

Susan Traver seconded.
Motion carried unanimously.

Motion No. 2: Susan Traver moved to approve the Feb. 26, 2016, Special Park Board Meeting Minutes.

Ross Kelley seconded.
Motion carried unanimously.
3. **Additions or Deletions to the Agenda:**
A. Chris Wright added Spokane Police Department Sgt. Daniel Waters as a special guest on the agenda.
4. **Special Guests:**

- A. Riverfront Park Director – *Leroy Eadie* introduced and welcomed new Riverfront Park Director *Jon Moog*. Mr. Moog provided an overview of his background with Sea World, U.S. Navy and City of San Jose, and how his experiences may benefit Parks and the Riverfront Park Redevelopment Project.
- B. Sgt. Daniel Waters – *Dr. Sam Selinger* welcomed Spokane Police Department *Sgt. Daniel Waters*. Sgt. Waters provided an overview of the Spokane Police Activities League (PAL) which is a partnership program developed by community leaders and the police department. Sgt. Waters thanked the board and Parks for their support and participation in the program by providing positive athletic, and academic and community service programs. The board applauded Sgt. Waters and PAL for these contributions to the community and its youth.

5. **Claims:** Claims for the month of February 2016 – *Susan Traver*

Motion No. 3: Susan Traver moved to approve claims for the month of February 2016 in the amount of \$1,820,431.89.

Ross Kelley seconded.

Motion carried unanimously.

6. **Financial Report & Budget Update:** – *Bruce Wright* provided the February Financial Report & Budget Update. Parks and Recreation Fund revenue is tracking at 98% of the projected budget. Parks and Recreation expenditures are tracking at 96% of the projected budget. The Golf Fund revenue is tracking at 122% of the projected budget. The Golf Fund expenditures are tracking at 103% of the projected budget.

7. **Special Discussion/Action Items:**

- A. Park Board Committee Appointments – *Chris Wright* presented the 2016 Park Board committee assignments. One change was requested by Councilperson Candace Mumm to have her name removed from the Riverfront Park Committee due to scheduling issues.

Motion No. 4: Dr. Sam Selinger moved to accept the 2016 Park Board committee assignments as presented with one change.

Preston Potratz seconded.

Motion carried unanimously.

- B. Manito Park and Manito Boulevard – National Register for Historic Places – *Garrett Jones* announced Manito Park and Manito Boulevard are officially listed on the National Register for Historic Places. Mr. Jones thanked those who invested hundreds of hours to make these special recognitions possible. He noted special thanks and presented a plaque to *Lynn Mandyke*, Spokane Historic Landmarks Commission chair. Ms. Mandyke provided a presentation on the process for getting the park and boulevard on the national register. The nominations identified 39 resources that contribute to their historic significance, including 10 buildings constructed in the distinctive natural basalt typical of early City of Spokane park development. Certificates from Washington Heritage and from Spokane Historic Landmarks Commission were presented to Chris Wright. Susan Traver suggested the Park Board consider a budget line item be designated for staff research hours for

additional park properties being nominated for the National Register for Historic Places.

8. Committee Reports – Action Items:

Golf Committee: March 8, 2016, *Preston Potratz*

- A. No action items
- B. Mr. Potratz reported the golf five-year master plan, mission statement and scope of work for the four golf courses are being finalized and will be presented for approval at the committee's April meeting.
- C. The next scheduled meeting is 8:05 a.m. April 12, 2016, in the City Council Briefing Center.

Land Committee: March 2, 2016, *Ken Van Voorhis*

A. Southeast Sports Complex/KXLY Project – Garrett Jones and Al Vorderbrueggen presented the Draft Letter of Intent for the Southeast Complex/KXLY Project.

Motion No. 5: Ken Van Voorhis moved to approve the Letter of Intent, as presented, for the Southeast Sports Complex/KXLY Project.

Ross Kelley seconded.

Motion carried unanimously.

B. The Harmon Park skate park lighting project is complete and the landscape architect is scheduled to begin work March 14.

C. The next scheduled meeting is 3 p.m. April 6, 2016, in City Hall Conference Room 5A.

Recreation Committee: March 3, 2016, *Dr. Sam Selinger*

- A. Action Item: None
- B. There was an update as to whether Park funds may be spent for capital improvement purposes on facilities that are not on Park property.
- C. The next scheduled meeting is 3 p.m. April 7, 2016, in the City Hall Conference Room 2B.

Riverfront Park Committee: March 7, 2016, *Andy Dunau*

A. Hill International Contract for Project Management Support – Mr. Dunau explained the revisions which were made to the Hill contract since it was presented to the board at the Feb. 26 Special Park Board meeting. Today's action item includes the addition of an organizational chart, additional wording for "the option of three, one-year extensions," and adding the option of "additional services" to the agreement.

Motion No. 6: Andy Dunau moved to approve the Riverfront Park Redevelopment Management Services Contract with Hill International for 2016 in the amount of \$200,000, with the option of three, one-year extensions. Dr. Selinger made a friendly amendment clarifying if there are any inconsistencies with action taken today, with regard to the action taken Feb. 26, today's action controls. Susan Traver accepted the friendly amendment.

Susan Traver seconded.

Motion carried unanimously.

First Call to Artist Resolution – Mr. Dunau explained the resolution falls into three phases, which include: 1) Overall park concept design and completed art plan in the amount of \$30,000; 2) Conceptual proposals for one or more original artworks, including final designs in the amount of \$20,000; and 3) Fabricate and install a piece of art in the park in the amount of \$450,000. Chris Wright reminded the board the first Call to Artist Resolution was discussed and acted upon at the Feb. 26 Special Park Board meeting. Today, the board has the written resolution with additional wording to give the arts director the discretion to assign the deadline.

Motion No. 7: Andy Dunau moved to approve a \$500,000 allocation to work in collaboration with Spokane Arts Commission for a public art call for a lead artist to plan and install new art in Riverfront Park.

Ted McGregor seconded.
Motion carried unanimously.

Stantec Contract Amendment – Mr. Dunau presented the proposed Stantec Contract Amendment and provided explanations on Tasks 1 through 4 noted in the contract. For transparency reasons, Ken Van Voorhis excused himself from voting on the amendment.

Motion No. 8: Andy Dunau moved to approve the Stantec Contract Amendment in the total lump sum of \$152,400. A friendly amendment was made by Lauren Pendergraft and accepted by Dr. Selinger to correct the lump sum amount to \$186,941.

Dr. Selinger seconded.
Motion carried with one abstention.

Berger Task 2.0.A Contract Amendment – Andy Dunau presented the Berger Partnership Amendment which relates to the design of public spaces and park grounds. Berry Ellison noted wording “costs and expenses shall not exceed the total lump sum amount of \$326,985.60” should be changed to reflect this is a time and materials contract, not a total lump sum agreement. Task 2.0.A involves Riverfront park-wide documentation, such as project-wide survey and mapping. Task 2.0.B involves park design guidelines which include lighting design for park-wide exterior lighting. Task 2.4 involves North Bank design for grant support. Task 2.5.C involves Central Havermale Island and includes facilitation on the U.S. Pavilion and a Central Plaza Program Workshop in collaboration with the Design Steering Committee. Task 2.8.A involves design presentations and approval protocols for the consultant team to develop designs for the park. Task 2.8 provides for project management and Task 2.9 covers reimbursable allowances. Ken Van Voorhis raised concerns on whether certain items would be picked up under the scope of work presented. The areas of concern included exterior furnishings, planters, security cameras, pavers and receptacles. Mr. Dunau explained these items are part of the Berger scope, but are not accounted for in Task 2. These areas are expected to eventually be accounted for in Task 2. Mr. Van Voorhis also voiced concern the priorities appear to be changing from the original direction the Executive Committee approved in January and the changes are based on potential grant opportunities.

Motion No. 9: Andy Dunau moved to approve the Task 2.0.A Contract Amendment with Berger Partnership in a sum not exceed \$326,985.60. A friendly amendment by Mr. Van Voorhis was accepted by Dr. Selinger to change the amendment task numbering to match the contract. A second friendly amendment was made and accepted by Dr. Selinger to add Area 6 - North Sentinel to the project-wide map. A third friendly amendment was made by Susan Traver and accepted by Dr. Selinger for skate park design in the amount of \$10,000 to come from the cumulative reserves and be removed from Task 2.4, Assumption #2. Ross Kelley made a fourth friendly amendment and accepted by Dr. Selinger that rather than strike the \$10,000 for the skate park design from the scope of work to maintain the \$10,000 for the skate park design in the agreement but note the funds will come from the cumulative reserves. Dr. Selinger accepted the friendly amendment. A fifth friendly amendment by Preston Potratz asks for a change in wording of: "All Consultant costs and expenses shall not exceed the total lump sum amount of \$326,985.60." The amended wording would read: "All Consultant costs and expenses hourly not to not exceed the total lump sum amount of \$326,985.60." The friendly amendment was accepted by Dr. Selinger.

Dr. Selinger seconded.

Motion carried with one opposed vote from Mr. Van Voorhis.

B. The next scheduled meeting is 8:05 a.m. April 11, 2016, in the City Council Briefing Center.

Finance Committee: March 8, 2016, *Susan Traver*

A. Division-wide Chemicals Value Blanket – Ms. Traver presented the annual contract for chemical used in parks and golf courses. This does not include the chemicals used in park pools.

Motion No. 10: Susan Traver moved to approve the renewal of the Division-wide Chemicals Value Blanket not to exceed \$195,000.

Dr. Sam Selinger seconded.

Motion carried unanimously.

Witter Emergency Deck Repair Construct – Ms. Traver presented the contract for deck repair at Witter Pool.

Motion No. 11: Susan Traver moved to approve the contract not to exceed \$100,000 for Witter Deck Repair and extended Leroy Eadie the authority to sign the contract.

Dr. Sam Selinger seconded.

Motion carried unanimously.

B. The next regularly scheduled meeting is 3 p.m. April 12, 2016, in City Hall Conference Room 2B.

Urban Forestry Tree Committee: March 1, 2016, *Lauren Pendergraft*

A. Riverfront Park Tree Mitigation Resolution – Ms. Pendergraft and *Angel Spell* presented the proposed resolution which has been revised since the Park Board viewed the document during the Feb. 26 Special Park Board meeting.

Motion No. 12: Ms. Pendergraft moved to approve the Riverfront Park Tree Mitigation Resolution.

Nick Sumner seconded.

Motion carried unanimously.

B. The Urban Forestry Tree Committee meeting for April is cancelled; therefore, the next regularly scheduled meeting is May 3, 2016, at the Woodland Center, Finch Arboretum.

By-Laws Committee: Ross Kelley reported there are changes to the by-laws under consideration. The Park Board can anticipate some adjustments in the coming months.

9. **Reports:**

Park Board President: Chris Wright reviewed a recent email from Jon Snyder alerting Parks of some possible grant opportunities with National Park Service.

Liaison Reports:

Conservation Futures Liaison – Ken Van Voorhis reported there will be a formal announcement next month regarding a couple of properties under review and consideration.

Parks Foundation Liaison – Susan Traver reported there is a Foundation Board meeting scheduled for March 14.

Council Liaison – Candace Mumm reported the council is considering some permanent funding for art in the community. These funds would be an allocation to the Spokane Arts Commission from current tax.

Director's Report – Leroy Eadie announced Riverfront Park Redevelopment Program Coordinator *Katie Freeman* has accepted a job offer and will leave Parks March 23 for her new career opportunity. Mr. Eadie and the Park Board thanked her for her hard work. Mr. Eadie also reported the new Division Communication Manager, *Fianna Dickson*, will come on board March 28.

10. **Executive Session:** The board convened for an Executive Session at 3:56 p.m. to discuss the performance of a public employee pursuant to RCW 42.30.110, Paragraph 1D. The Park Board Regular meeting reconvened at 4:18 p.m.

11. **Correspondence:**

A. Letters: None

B. Newsletters:

Southside Senior and Community Center

Sinto Senior Activity Center

Hillyard Senior Center

12. **Public Comments**: None

13. **Adjournment**: 4:19 p.m.

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. April 12, 2016, City Council Briefing Center

Land Committee: 3 p.m. April 6, 2016, City Hall Conference Room 5A

Recreation Committee: 3 p.m. April 7, 2016, City Hall Conference Room 2B

Riverfront Park Committee: 8:05 a.m. April 11, 2016, City Council Briefing Center

Finance Committee: 3 p.m. April 12, 2016, City Hall Conference Room 2B

Urban Forestry Committee: 4:15 p.m. May 3, 2016, Woodland Center, Finch Arboretum

B. Park Board meeting date: 1:30 p.m. April 14, 2016, City Council Chambers

C. Joint City Council/Park Board Study Session: 3:30 p.m. April 14, 2016, City Hall Conference Room 5A

**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
FEB 2016 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - MAR 10, 2016**

PARKS & RECREATION:

SALARIES & WAGES	\$	566,908.32
MAINTENANCE & OPERATIONS	\$	347,547.40
CAPITAL OUTLAY	\$	89,542.82
PARK CUMULATIVE RESERVE FUND	\$	116,719.69
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	13,709.16
FRANKLIN PARK PROJECT - WATER DEPT.	\$	4,003.15

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	521,947.76
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GOLF:

SALARIES & WAGES	\$	95,274.57
MAINTENANCE & OPERATIONS	\$	40,717.21
CAPITAL OUTLAY	\$	24,061.81
TOTAL EXPENDITURES:	\$	1,820,431.89



Financial Report
February, 2016

City of Spokane Parks & Recreation

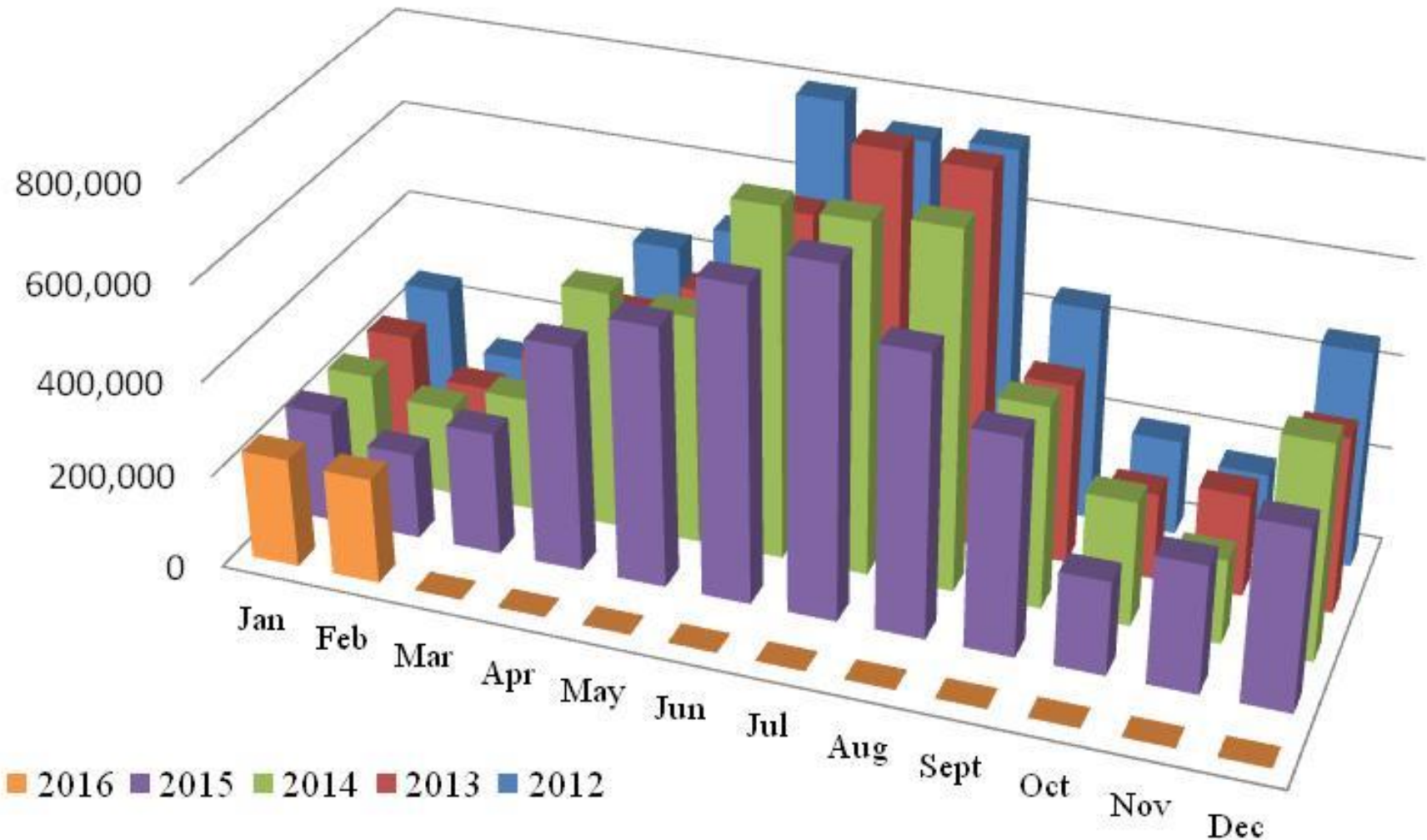
PARK FUND – Revenues & Expenditures

February 29, 2016 (reported in millions)

As of February (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.25	0.47	0.46	98%
Transfers In	14.21	2.13	2.13	100%
Funds Available	20.46	2.60	2.59	100%
Expenditures	17.36	1.72	1.66	96%
Transfers Out	0.51	0.00	0.00	0%
Capital Outlay	2.93	0.12	0.09	77%
Windstorm 2015	0.35	0.00	0.00	0%
NET	-0.70	0.76	0.84	
Beginning Fund Balance	1.15	1.15	1.15	
Ending Fund Balance	0.45	1.91	1.99	

Revenue by Month – Park Fund

Revenue 5 Year Trendline

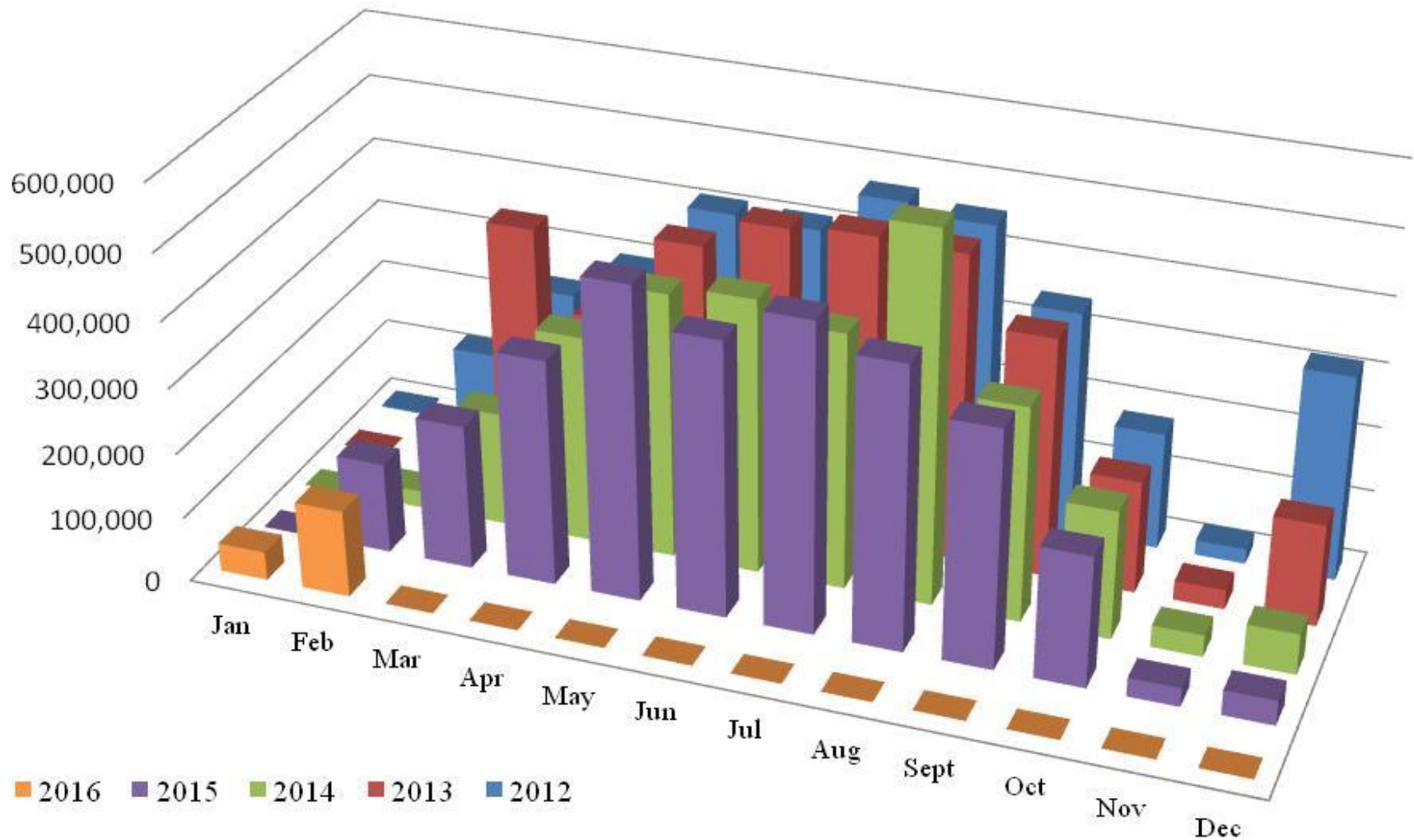


City of Spokane Parks & Recreation
GOLF FUND – Revenues & Expenditures
February 29, 2016 (reported in millions)

As of February (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	0.15	0.18	122%
Transfers In	0.00	0.00	0.00	0%
Funds Available	3.38	0.15	0.18	122%
Expenditures	3.15	0.24	0.25	103%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.27	0.00	0.02	0%
Windstorm 2015	0.15	0.00	0.01	0%
NET	-0.19	-0.09	-0.10	
Beginning Fund Balance	0.16	0.16	0.16	
Ending Fund Balance	-0.02	0.07	0.06	

Revenue by Month – Golf Fund

Revenue - 5 Year Trendline



Spokane Park Board Committee Information <i>March 2016 – February 2017</i>	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	By-Laws	Liaisons
Wright, Chris PRESIDENT	2019								
Susan Traver VICE PRESIDENT	2019					CHAIR			PF
Dunau, Andy	2017	CHAIR							
Kelley, Ross	2017							CHAIR	
McGregor, Ted	2020								
Pendergraft, Lauren	2016						CHAIR		
Potratz, Preston	2018								CF
Selinger, Samuel	2016				CHAIR				
Sumner, Nick	2019		CHAIR						
Van Voorhis, Kenneth	2017			CHAIR					CF
Mumm, Candace (Council Liaison)	N/A								Council
PF = Spokane Parks Foundation CF = Conservation Futures									

Summary of Proposed Revisions

Letter of Intent re Access Easement Terms Between "KXLY" and "Parks"

- I. **Title:**
 - a. Delete "Draft" to read: Letter of Intent re Access Easement Terms
- II. **Section 2:**
 - a. Replace "55,172 square feet" with 1.27 acres
- III. **Section 4-F:**
 - a. Add language at the end to read the following: At the conclusion of the second twenty-year term ("Additional Term"), the property underlying the new full-size soccer field will revert to KXLY and Parks will be under no obligation to maintain it. Parks may simultaneous with the commencement of the Additional Term enter into a First Right of Refusal with KXLY for the purchase of the land underlying the new full-size soccer field on terms amenable to both parties.
- IV. **Section 4-G:**
 - a. Replace 48th with 46th
 - b. Add language on second line to read: Parks/KXLY property line, just south of the
- V. **Section 4-K:**
 - a. Replace" identification of a sports complex with naming and signage of the complex
- VI. **Section 5-A:**
 - a. Eliminate entire section
- VII. **Section 5-B:**
 - a. Now section 5-A
 - b. Replace "Subject to the decision of the Park Board" with Once this LOI has been approved by the Park Board and signed by the Parties,
 - c. Add language at the end to read the following: "Best efforts" means the Parties shall devote time and resources to complete the documents contemplated in this LOI prior to April 14, 2016.
- VIII. **Section 5-B:**
 - a. Add new section 5-B to read the following: Final documents creating the easement and agreement setting forth the terms herein shall include a provision that the easement will terminate and revert to Parks, and all obligations of either party will terminate if KXLY does not commence to perform the obligations set forth in Section 4, above, within four (4) years of creation of the easement described in this Letter of Intent.

March 10, 2016

QueenB Radio, Inc., a Washington corporation
500 West Boone Avenue
Spokane, WA 99201-2491

City of Spokane, Park Department
Attn: Leroy Eadie, Parks Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

Re: Letter of Intent re Access Easement Terms

The purpose of this non-binding letter ("**Letter of Intent**") is to set forth the preliminary terms and general understanding of both QueenB Radio, Inc., ("**KXLY**") and City of Spokane Park Board ("**Parks**"), with respect to the creation of an access easement and the terms of an agreement concerning the Property (as herein defined). KXLY and the City are jointly referred to as "**Parties**".

This Letter of Intent shall not create binding legal obligations or liability on KXLY or Parks, or on the part of any other person or entity, unless and until such time as definitive agreements (the "**Easement Agreement**") providing for all of the terms, covenants, conditions and understandings of the easement across the Property is executed and binding.

The following sets forth the general understanding and intent of the Parties regarding the proposed Easement Agreement.

1. The Property. The City Park Department owns certain real property in the City of Spokane, Spokane County, Washington, consisting of approximately 16.73 acres, as more particularly described on the attached Exhibit A ("**Park Property**"). The Park Property is located to the north of the property owned by KXLY and is developed as a youth sporting complex, which includes soccer fields, baseball diamonds, surface parking, restrooms, and a concessions and storage area/building. The Park Property is presently zoned RSF.

2. The Easement. KXLY has asked Parks to grant KXLY a non-exclusive easement in, under, through, over and across the Park Property, consisting of approximately 1.27 acres more or less.

3. Purpose. The easement would be for the purpose of facilitating construction of street improvements that will enhance pedestrian and vehicular access to both the Park Property and the property owned by KXLY, in a manner that does not unreasonably interfere with Park's use of the Park Property.

4. KXLY Obligations.

A. KXLY will develop a construction phasing plan and schedule that will maintain and not disrupt existing Park Property services, including public access, athletic programming, parking and restroom facilities.

B. KXLY will repair any and all areas that are disrupted by construction on the easement.

C. KXLY will design, construct and maintain access from the intersection of Regal Road and the Palouse Highway intersection onto Park property. All designs and specifications for the construction of the easement will be based upon accepted City of Spokane Standards, reviewed and approved by Parks. All maintenance, repair, snow removal, etc., will be provided by KXLY.

D. KXLY will replace the existing parking lot with joint use parking on KXLY property. At a minimum, KXLY will provide public access to one hundred nonrestrictive (except for required disabled parking, which is restrictive) parking spaces adjacent to Park Property. All maintenance, repair, snow removal, etc., will be provided by KXLY.

E. KXLY will replace the existing restroom, utilities, concession and storage building, including all necessary utility improvements. All design, programmable space, and specifications for this replacement will be based upon recently installed improvements by the Parks Division and will be reviewed and approved by Parks.

F. KXLY will develop a new full-size soccer field completely on KXLY property. KXLY will agree to lease this developed soccer field to Parks for \$1 per year for twenty years, with an automatic renewal for an additional twenty years on the same terms. All design and specifications will be based upon locally accepted industry standards, reviewed and approved by Parks. At the conclusion of the second twenty-year term ("**Additional Term**"), the property underlying the new full-size soccer field will revert to KXLY and Parks will be under no obligation to maintain it. Parks may simultaneous with the commencement of the Additional Term enter into a First Right of Refusal with KXLY for the purchase of the land underlying the new full-size soccer field on terms amenable to both parties.

G. KXLY will design, construct and maintain the Streetscape Plaza and frontage improvements from 46th Avenue to the Parks/KXLY property line, just south of the Regal/Palouse intersection. All design and specifications will be based upon City of Spokane Standards, related to land use approvals, reviewed and approved by Parks.

H. KXLY will design a multipurpose trail as described on the attached Exhibit B ("**Preferred Concept**").

I. KXLY will provide access to and availability to use storm water from the KXLY properties for future irrigation of adjacent Park properties. To facilitate this use, KXLY will construct and install "purple pipe" from KXLY's intended storm water storage area to a site designated by Parks.

J. KXLY will provide the needed partnership organization documentation for future grant applications in cooperation with Parks.

K. KXLY will work with Parks in engaging the Southgate Neighborhood on designed improvements, including a multiuse trail, streetscape and gateways, and the naming and signage of the complex.

5. Due Diligence.

A. Once this LOI has been approved by the Park Board and signed by the Parties, the Parties shall meet, confer, and exercise best efforts to reach agreement on the form and content of any documents needed to effectuate the creation and grant of the easement. "Best efforts" means the Parties shall devote time and resources to complete the documents contemplated in this LOI prior to April 14, 2016.

B. Final documents creating the easement and agreement setting forth the terms herein shall include a provision that the easement will terminate and revert to Parks, and all obligations of either party will terminate if KXLY does not commence to perform the obligations set forth in Section 4, above, within four (4) years of creation of the easement described in this Letter of Intent.

6. Reliance, Estoppel and Indemnity. This is a non-binding document having no legal effect. The Parties understand that all costs, expenses and fees related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the event the Parties do not reach agreement on the Exchange Agreements, this Letter of Intent shall terminate without any liability to the Parties.

DATED this _____ day of March 2016.

Parks

KXLY

By: _____

By: _____

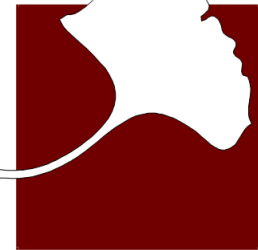
Its _____

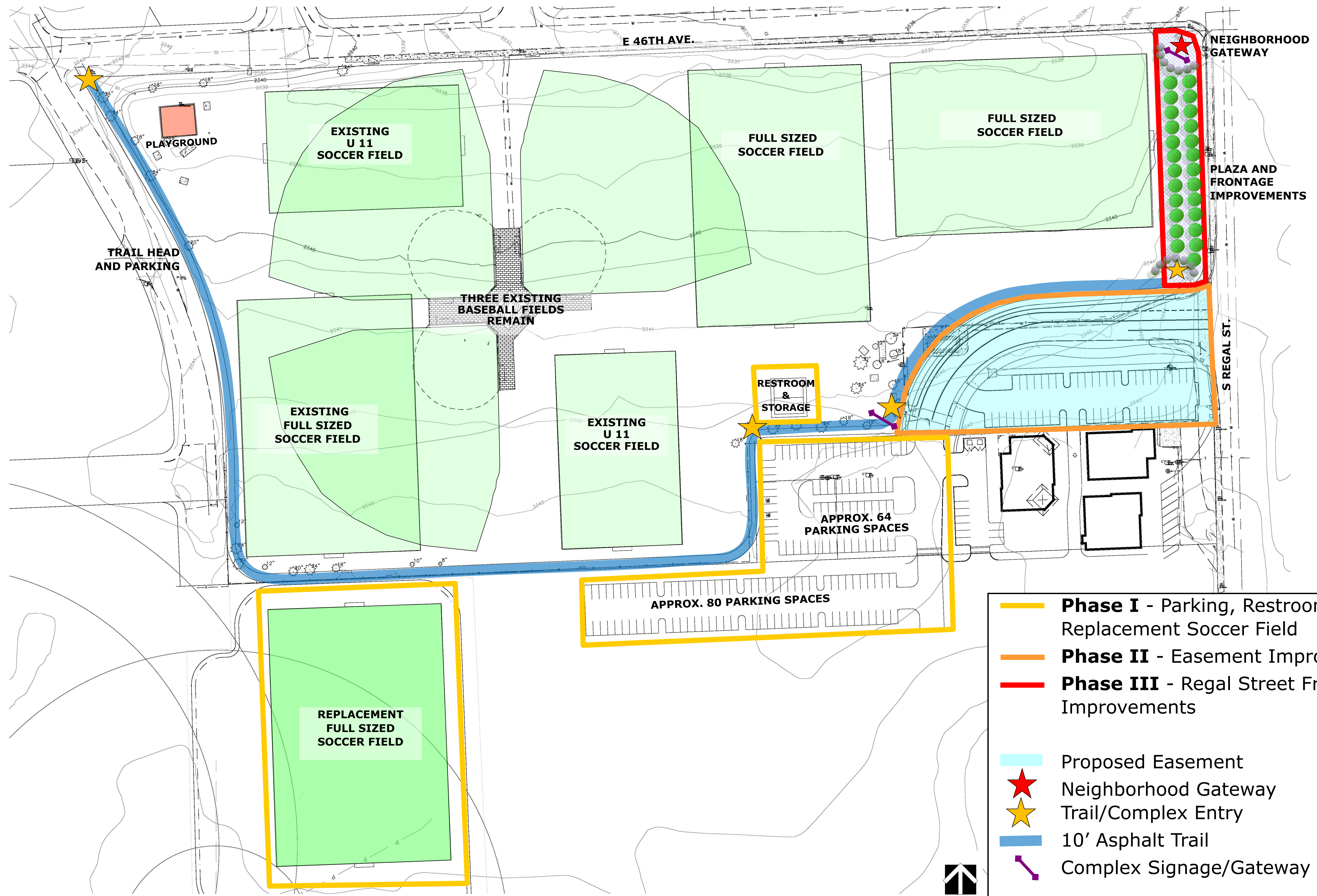
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Southeast Sports Complex - Existing Conditions

Exhibit A





Southeast Sports Complex - Preferred Concept Exhibit B

City of Spokane

CONSULTANT AGREEMENT

Title: **RIVERFRONT PARK REDEVELOPMENT PROJECT MANAGEMENT SUPPORT SERVICES FOR HILL INTERNATIONAL, INC.**

This Agreement is made and entered into by and between the City of Spokane Parks & Recreation Department as ("City"), a Washington municipal corporation, and **HILL INTERNATIONAL, INC.**, whose local Spokane address is: 818 Riverside Ave, Suite 350, Spokane, WA 99201 as ("Consultant").

WHEREAS, The City is desirous of selecting a Consultant to perform the necessary Project Management Support Services for the City's Riverfront Park Bond rehabilitation Project; and

WHEREAS, The Consultant was selected from a formal City procurement solicitation via a Request For Qualifications (RFQ # 4218-16); and

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The initial term of this Agreement begins on March 1, 2016 and ends on February 28, 2017, unless amended by written agreement or terminated earlier under the provisions. This Agreement has the possibility of three (3) one (1) year Extensions upon mutual agreement of the parties, and thus this Agreement may ultimately run through February 28, 2020 - if all possible Extensions are mutually agreed upon.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in **Exhibit A – Consultant's Scope of Work**, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

The Consultant will be paid in accordance with Exhibit B, on a Negotiated Hourly Rate – Payment and reimbursement shall be at the hourly rates as described in Exhibit C – Budget Matrix including Rate Schedule, lines 83 through 95 as assigned to each individual. Total annual (on a twelve (12) month basis) compensation under this Agreement shall not exceed **TWO HUNDRED THOUSAND and NO/100 (\$200,000.00)**. Total compensation over the Term of this Agreement shall not exceed **EIGHT HUNDRED THOUSAND and NO/100 (\$800,000.00)**, unless modified by a written amendment to this Agreement

5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT 5 th Floor – City Hall

808 West Spokane Falls Boulevard
Spokane, WA 99201

Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- **PARKS AND RECREATION DEPARTMENT**
- Program Coordinator: **Berry Ellison**
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: **Riverfront Park Redevelopment Project Management Services**
- Period covered by the invoice
- Project Title
- Employee's name and classification
- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Contact Name: Greg Heinz, VP 818 West Riverside Ave, Suite 350 Spokane, WA 99201

10. SOCIAL EQUITY REQUIREMENTS.

- A. 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement to the contrary, Consultant's liability to City and State, except to the extent losses are covered by proceeds of any insurance provided pursuant to Section 12 hereof, arising out of or related to Consultant's performance of services under this Agreement, whether based in contract (including breach of warranty), tort (including negligence, whether of Consultant or others), strict liability or otherwise.. In no event shall Consultant be liable in contract, tort or otherwise, to City and State for any incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from Consultant's performance or failure to perform services under this Agreement. No deductions shall be made from Consultant's compensation due to any claim by others not a party to this Agreement. The provisions of this section shall survive the expiration, cancellation or termination of this Agreement.

Exposure to the Public Records Act

In 1972 the voters in state of Washington adopted Initiative 276, which requires that most records maintained by state, county, city governments, and all special purpose districts be made available to members of the public. Frequent revisions over the past three decades, and recodification into Ch. 42.56 RCW, the statutes are now referred to as the Public Records Act (PRA). The PRA statutes apply equally to "every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency." RCW 42.56.010(1)

Definition

The definition of what is a "public record" is broad - RCW 42.56.010(3). The definition of "writing" is also broad - RCW 42.56.010(4). Papers, photos, maps, videos, and electronic records are all covered by the PRA.

Exemptions

All local government records are available for review by the public, unless they are specifically exempted or prohibited from disclosure by the state statutes. A listing of the primary exemptions are found at RCW 42.56.230 through RCW 42.56.480. Numerous other exemptions and disclosure prohibitions are sprinkled throughout the state statutes.

Result

Because the City of Spokane is subject to the PRA, when a valid Public Records Request (PRR) is submitted to the City, the Consultant shall comply with the City's obligation to produce applicable records related to the PRR, but will have no financial obligation pursuant to a PRR. Upon notification of a PRR related to the Consultant's relationship with the City, the Consultant shall produce any and all papers, photos, maps, videos, and electronic records related to the PRR in their possession within the permissible timeframes allotted to the "public record" search.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the RFQ # 4218-16, and the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall confirm that inspection, audit and

copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall confirm that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall confirm compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in

this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.
- D. The City shall indemnify, defend, and hold harmless the Consultant, its respective employees, officers and agents from and against all liability, claims, suits or causes of action of every kind and nature whatsoever, losses, damages (including consequential damages), penalties, fines, fees, costs and demands, including legal expenses and reasonable attorneys' fees connected therewith, which arise out of or result from, in whole or in part, the City's use of any documents submitted by Consultant for a project or services other than those for which Consultant has contracted for under this Agreement.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced up to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments:

Exhibit A – Scope of Work
Exhibit B – Payment Terms
Exhibit C – Budget Matrix
Exhibit D – RFP Project Organizational Chart

16-450b

RIVERFRONT PARK REDEVELOPMENT PROJECT

Project Management Support Services

Hill International

March 8, 2016

SCOPE OF WORK OVERVIEW

The scope of this contract is to provide Project Management Support service for the Riverfront Park Redevelopment Project as directed by the City. The scope of this contract will be renegotiated on a yearly basis.

Hill International, Consultant, shall coordinate all Scope of Work outlined in this document through City.

The value of the **Basic Services for the initial twelve months of this contract shall not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** including reimbursables, not including taxes if applicable; with an option for City to enter into Additional Services as specified in Section 2, negotiated fee, and incorporated by amendment upon approval of Park Board.

DETAILED SCOPE OF WORK

PROGRAM SUPPORT SERVICES TO BE PROVIDED IN YEAR 2016 PER DIRECTION OF CITY:

Note: Level One services to be provided in year 2016; Level Two services may or may not be provided in 2016. Hill will provide Level Two services at the City's direction and as task budget will allow.

SECTION ONE

A. COST SUPPORT – Level One

1. Review existing Program & Project scopes/budgets; provide recommendations regarding the sufficiency of Program/Project budgets.
2. Provide recommendations regarding reporting process/tracking expenditures/cost coding/etc.
3. Provide recommendations regarding project budgets/expenses throughout project duration.

B. SCHEDULE SUPPORT – Level One

1. Develop Master Program Schedule and Program Site Phasing Plan with input from Program Manager and stakeholders.

EXHIBIT A: Hill Project Management Scope of Work

2. Maintain/update Program Schedule and Phasing Plans throughout program duration.

C. DOCUMENT SUPPORT – Level One

1. Provide recommendations regarding comprehensive Program Filing System (based on Hill's current filing and naming convention). The final system will serve as the model to be implemented for the Program, A/E Consultants, and Contractors for all Project files.

Level Two

- a. Assist City Staff to track and manage document flow between multiple A/E Consultants, Specialty Consultants, Contractors and City Utilities Department.
- b. Assist with assembling and submitting permit packages; track and secure all necessary building permits.
- c. Assist City Staff to perform quarterly project audits on filing system to ensure all required project records are on file.

D. COMMUNICATION SUPPORT – Level One

1. Provide recommendations to develop and implement Program and Project Communication Protocol for use by AEs, specialty consultants, contractors, and stakeholders.
2. As directed by City, conduct project PM level communication with AEs, and Contractors on a regular basis to review and determine the status of design and construction as it relates to program and budget.
3. Update Program Manager on a weekly basis and provide an update on the status of the program/projects and issues associated with same.

Level Two

- a. PM to attend executive team meetings to provide program updates as requested.

E. QUALITY MANAGEMENT SUPPORT – Level One

1. Provide recommendations regarding development of CSI format specification and CAD/REVIT drawing standards prepared by A/Es
2. Provide recommendations to develop quality assurance plan confirming all Work submitted to City from A/E Consultants meets the CSI specification and CAD/REVIT design standards.

Level Two

EXHIBIT A: Hill Project Management Scope of Work

- a. Provide oversight of Grounds Architect's management and regularly distribution of updated master CAD backgrounds including footprints, plantings, grading, drainage, and utilities, title block, standard details, and general notes to A/E teams and contractors.
- b. Provide oversight of Master Site Utilities development in conjunction with City Departments.
- c. Where applicable manage the implementation of Value Engineering (VE) and Constructability reviews for Site development and individual projects.

F. CONSULTANT MANAGEMENT SUPPORT – Level One

1. As directed by City, provide oversight of A/E Consultants, Specialty Consultants, Contractors and City Utilities Department to maintain overall Program schedule/Project deliverables.
2. As directed by City, manage A/E and Specialty Consultant contract/invoice and deliverable requirements during design and construction. Provide recommendations for payment of invoices.
3. As directed by City, conduct/participate in A/E estimate reconciliation sessions at schematic design, design development and construction document phases.
4. Review and provide recommendation of remaining A/E selection process; assist with Fee negotiations, and the development and execution of the Agreement for Professional Design Services.

Level Two

- a. Review and provide recommendation to procure remaining specialty consultants including, commissioning agent, constructability review consultant, value engineering consultant, special inspection consultant, environmental consultant, NREC inspector, etc. as needed.
- b. As directed by City, attend pre-bid meetings and assist the Architect as required.
- c. As directed by City, provide oversight of Architects in the bidding process and in development of the recommendation of award of the various projects.
- d. As directed by City, assist with coordination of City Fixture, Furniture, and Equipment (FF&E), (furniture and information

EXHIBIT A: Hill Project Management Scope of Work

technology only), procurements, delivery, and installation as needed.

G. CONSTRUCTION MANAGEMENT SUPPORT – Level One

1. Develop construction management protocol for program to be used by Consultants and City staff.
2. Participate and attend preconstruction and weekly progress meetings as needed.
3. On a weekly basis take progress photographs and develop a written site observation report to document the status of the construction.
4. Review the Contractor(s) baseline and monthly update schedules and provide written comments related to same to the project team.
5. Review change orders as requested by City to determine the appropriateness of Contractor requested cost. Assist the Architect in change order cost negotiations as directed by City.

Level Two

- a. Review and recommend payment of contractor applications for payment.
- b. Review potential change order (PCO) requests from the Contractor and determinations by the Architect.
- c. Manage files and flow of Request for Information (RFI), submittals, daily work logs, all construction correspondence, etc. from contractors and A/E Consultants.
- d. Provide oversight of City Departments responsiveness to program City action items.
- e. Review Requests for Information (RFI's) from the Contractor and expedite responses from the Architect.
- f. Coordinate special inspection between the Contractor(s) and the City's special inspection consultant.

SECTION TWO - OTHER POSSIBLE SERVICES TO BE NEGOTIATED

- ☐ Other Duties as Assigned
- ☐ Agencies Having Jurisdiction Management
- ☐ Signage/Wayfinding Coordination
- ☐ Value Engineering and Constructability Review services

EXHIBIT A: Hill Project Management Scope of Work

- ☐ Alternative Delivery procurement
- ☐ Project Closeout Services
- ☐ Pedestrian Bridge PM/CM Services

SECTION THREE - PAYMENT

The scope of work will be invoiced on a Time and Materials Basis per the attached hourly rate schedule (Exhibit C) and itemized with summary report on a project by project basis as follows:

- Itemized invoices, including receipts, etc.
- South Bank West (Year Round Recreation Rink & Skyride Facility)
- South Bank Central (Looff Carrousel Facility)
- South Bank East (Red Wagon)
- Havermale West
- Havermale Central (US Pavilion)
- Havermale East
- Canada Island
- North Bank (Regional Playground)

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibit C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.
1. Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.
- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.

- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

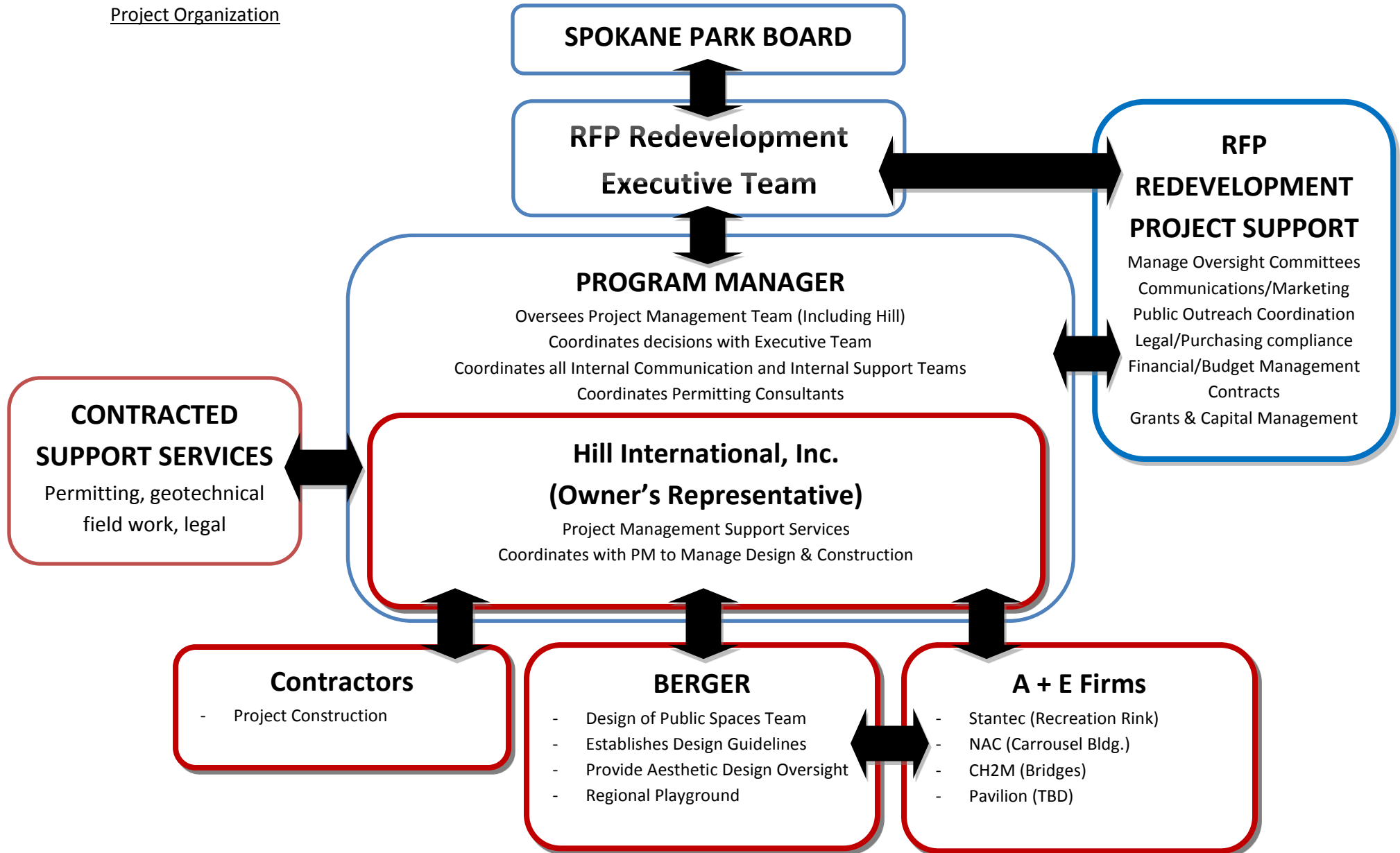
The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Riverfront Park Redevelopment

March 9, 2016

Project Organization



**CITY OF SPOKANE PARK BOARD
RESOLUTION**

A Resolution regarding solicitation of artists for the Riverfront Park Redevelopment Project.

WHEREAS, Riverfront Park was created for the grounds for Expo '74 and opened to the public as a city park in 1978, and

WHEREAS, Riverfront Park, after nearly 40 years as the central and iconic public gathering space for the City of Spokane, is in need of major capital improvements, and

WHEREAS, the Park Board adopted a Master Plan in 2014 identifying improvements to be made over the next 20 years, and

WHEREAS, the Park Board requested the City Council in the summer of 2014 to present a ballot bond measure to the citizens of Spokane for \$64.3 million in improvements to Riverfront Park, and

WHEREAS, the Citizens of Spokane overwhelmingly approved the 2014 Park Bond for Riverfront Park in the amount of \$64.3 million, and

WHEREAS, THE Riverfront Master Plan identified a portion of the improvements in Riverfront Park to include new art installations, and has agreed to set aside no less than \$650,000 of 2014 Park Bond proceeds for design and installation of new art in Riverfront, and

WHEREAS, pursuant to Spokane Municipal Code, the Joint Arts Committee was formed consisting of three Park Board members and three members of the Spokane Arts Commission (the "Joint Arts Committee") to coordinate the solicitation and selection of artists and art for Riverfront, and

WHEREAS, the Park Board previously contracted with the Arts Commission to provide support and expertise to the Joint Arts Committee, and

WHEREAS, the Arts Commission and the Joint Arts Committee have prepared a Public Art Call for a lead artist for the planning and installation of new art in Riverfront Park, which call provides for a total project budget for the call of \$500,000, with contracted work to be done in three phases: (1) \$30,000 for Phase 1 overall park concept design and a completed art plan which identifies art opportunities within Riverfront Park, (2) \$20,000 for Phase 2 conceptual proposals for one or more original artworks, including final designs and any necessary

engineering for such artwork, and (3) \$450,000 for fabrication and installation of approved artworks (the "Art Call"), and

WHEREAS, the Art Call sets forth the budget for the Art Call, the contracted work sought therein, and the procedure for approval of selection of the lead artist, review and approval of final designs and art installations, and further provides for payment for services rendered under the Art Call, all as set forth in more detail in the Art Call, and

WHEREAS, in a special meeting on February 26, 2016, the Park Board reviewed the Art Call and approved it with changes, which Art Call as modified and approved by the Park Board is attached as Exhibit "A" hereto,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARK BOARD OF THE CITY OF SPOKANE that the Art Call attached hereto as Exhibit "A" is approved. The Director of the Arts Commission is authorized to modify the application deadline in the Art Call as needed.

Dated this ____ day of March, 2016.

Park Board President



March 4, 2016
File: 2046055600

Attention: Berry Ellison, Riverfront Park Program Manager
Parks and Recreation Department
City of Spokane
W. 808 Spokane Falls Blvd.
Spokane, WA 99201

Via email: bellison@spokanecity.org

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

Dear Mr. Ellison,

Stantec Architecture Inc. (Stantec) welcomes the opportunity to provide the City of Spokane Parks and Recreation Department a scope and fee estimate related to additional services for the Recreational Rink and Skyride Facility project. Whereas, the referenced project is part of a consulting agreement executed in January 2016 between the City of Spokane and Stantec to provide design services related to the project. The original executed agreement specifically defines the limit of work to exclude any improvements beyond five feet zero inches (5', 0") from the ice surface or building footprint, and utility site work beyond the five feet zero inches (5', 0") footprint of the building. The agreement does identify permit coordination with the City's "Public Spaces" consultant, which was occurring for the Conditional Use Permit (CUP) submittal, and started the week of February 8, 2016.

Notably, the timeline for CUP permit submittal was in advance of having detailed design completed for site utility design, site stormwater design, and specific building design. Stantec's original agreement with the City has a schematic design (conceptual design concept required for Riverfront Park approval) delivery date of February 17, 2016. Time was of the essence to make the original CUP submittal deadline, and Stantec completed work beyond the five feet zero inches (5', 0") limit of work boundary to assist the City's "Public Spaces" consultant and their engineering firm in compiling the necessary permit information for the submittal. Per the City Program Manager's request, Stantec provided landscape design, site access design, utility design, grading design, and analysis that were outside the limits of the original agreement's limit of the work to complete the permit, and submit in a timely manner, which is crucial to the project remaining on schedule and meeting its goals. As of the date of this proposal, it is our understanding that the City's Public Spaces consultant and consulting engineer has submitted the CUP application, and that final design will dictate a revised submission.



March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 2 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

As such, the City has requested several items from Stantec for scope and fee clarification. We are providing an estimate for time and materials expended on the CUP permit that is beyond our original scope of services.

The second estimate provided is to amend the original contract limit of work boundary to include an area roughly defined as the southern edge of the temporary access road proposed by CH2M Hill for the Southbank Redevelopment, then following the high water mark line along the south bank of the Spokane River along Locust Lane, then all area east the Fountain Café building, then to the back of curb on the north side of Spokane Falls Boulevard, then North along Post Street back to the original point of beginning where the temporary access road proposed by CH2M Hill and Post Street intersect.

The third estimate is to provide design fees related to changing the original approved program for adding kitchen equipment and serving alcohol at the Skyride Building.

The following estimates are addressed in order, as previously discussed.

1.0 CUP Submittal Additional Services

As was mentioned previously, we have spent considerable time and effort in ensuring the CUP application met its desired deadline by the City, and some of this work was outside the defined scope of services outlined in our original contract. Additionally, some of the work is considered as adding progress to the overall site design if the City were to accept our proposal on amending the original contractual project boundaries, and that we were given notice to proceed to design the entire site. As such, our following proposal accounts for the overlap and under those circumstances we are providing credit for roughly fifty percent (50%) of the CUP work performed to-date, and the following proposal accounts for that consideration.

To date, Stantec has expended approximately \$26,292 in total labor expense regarding the CUP application. In total, we are requesting to recapture \$13,000 (Stantec), and \$1,500 for our landscape designer for coordination with the Public Spaces consultant that did not contribute to progress of the overall design of the site.

Our intent with providing you a fee estimate to take over the entire site, and be the sole trusted advisor on the redevelopment of the corner is to eliminate the unnecessary coordination between multiple design firms, provide one firm that can handle all of the project's and City's needs, and be highly efficient to meet all deadlines. Our sole focus is to deliver this project in the timeframe requested by the City, and give the City, Riverfront Park leadership, and the City of Spokane what they have requested for this project.



March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 3 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

2.0 Scope to Amend Original Contract Project Boundary and Design/Engineer Entire Site

The civil engineering scope of services incorporates permitting related to the site development, as well as coordination with utility providers to define utility and building/exterior improvement demolition and utility connections for the new facilities.

Task 1. Will involve the coordination of design development for civil site grading and drainage planning with existing perimeter constraints (sidewalk and retaining wall locations and grades, for example), available drainage outlets, ice ribbon and ice ribbon/sky ride building perimeters, and landscaping design. We'll develop a drainage report with calculations conforming to Spokane Regional Stormwater Management Manual requirements and the design development-level grading and drainage plan. In preparing the site design plans, we'll review the most recent site geotechnical report, including GPR imaging, soil bearing capacity assessment, and depth to bedrock, prepared on or before March 31, 2016. We'll incorporate the appropriate information into the site design in consultation with our project architect and landscape architect. We will also prepare an early demolition package.

We'll prepare the utility plans to connect site utilities to the City of Spokane potable water system and combined sewer system using plans provided by the City of Spokane no later than April 18, 2016. We will actively work with the City to identify the appropriate plan sheets from within the City's archived plans. Similarly, we'll coordinate with Avista for electric and gas utility connection record drawings and physical constraints on what can and cannot be left in place, demolished, or relocated. Additionally, with Avista and the project team electrical engineers, we'll develop and show the routing of power conduit on the civil plans. The civil plans will show transformer pad plan dimensions and locations provided by Avista and the project team electrical engineers. We'll coordinate with Century Link and the City of Spokane Communications for selected site telecommunication line abandonment/relocation and bringing the telecom utility connection to ice ribbon/sky ride building, which we will show on the civil plans. We will need to review the site-specific title report for encumbering utility easements and franchise agreements.

We'll develop narrative specifications in the City's choice of either WSDOT Standard Specifications or CSI format. We'll also develop a preliminary construction cost estimate.

Task 2. To facilitate coordination with the design effort, it will be under our purview to comply and amend as necessary the CUP and SEPA, and the engineering permits (sewer and site development). As these items have a variable and unpredictable amount of professional staff time required to obtain them, this budget is proposed on a time-and-materials, not-to-exceed without prior authorization basis. Stantec to provide documents as required by CUP and COS planning and development (i.e. Pre-development and DRB requirements).

Supporting reports for the SEPA checklist will be coordinated with specialized outside consultants contracting directly with the City. We will recommend consultants with whom we

Design with community in mind



March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 4 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

have an established working relationship if the appropriate consultant discipline is not already on a City consultant roster. However, that is unlikely to be necessary. Discipline reports supporting the SEPA checklist that we are likely to need include cultural and historic preservation, shoreline development, and transportation. Stantec has the capability of developing any or all of these reports with Stantec staff; however, these reports may already be in progress, and therefore prepared by a third party. We'll need to coordinate with the content and schedule for these various reports in preparing the SEPA checklist and necessary permits.

Task 3. Incorporating our responses to comments on the design development package, and to provide construction level coordination of the plans and details, we'll develop 95% plans, narrative specifications, and updated cost estimate.

Task 4. We'll prepare the final, 100% Construction Documents, including plans and narrative specifications, and final pre-construction cost estimate incorporating feedback from the 95% design review.

Task 5. Bid Phase assistance. This task is already scoped under our existing contract. It will include addenda preparation, as needed during bidding.

Task 6. Construction Phase Engineering. This task will include submittal review and construction phase inspection of pipe installations.

Task 7. The landscape architecture scope includes the preparation of a maximum of 5 additional conceptual drawings for the Ice Ribbon and surrounding area. These concepts will illustrate the scale and relationship of the Project components including hardscape circulation to the Ice Ribbon and Skyride, hardscape circulation connections to the surrounding park and street frontages, shrub bed areas, proposed trees, major landscape features including sculptural elements or site walls, and other site elements that may be desired by the owner. A single refined drawing will then be created to further describe the Project's size and character. The refined drawing may be a combination of 2, or more, of the conceptual drawings based on owner feedback. During the design development stage, our landscape designer sub-consultant will also aid in compiling applicable permit sets and documentation for this project. During the construction phase, we expect them to participate in a maximum of eight (8) project site visits.

Task 8. The electrical consultant scope addition is to provide adding site lighting design around the perimeter of the three acre site as already described.

Task 9. Given the nature of redevelopment, the site's past history, the current unknowns relating to underground utilities and the subsurface conditions, we advise a fifteen thousand dollar contingency be applied to the budget. This contingency would require authorization for usage in the event that our fee estimates require additional budget.



March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 5 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

Schedule and Deliverables

Under our existing contract for the Ice Ribbon, to keep the project proceeding on schedule, Stantec has already begun site civil design. However, we'll be able to convert that conceptual level design work into useful documents with your notice to proceed. Design development level civil drawings and specifications, including grading and drainage plan sheets, utility plan sheets, civil details, narrative specifications, and a civil works construction cost estimate will be completed by April 18, 2016. 95% design civil package will be completed by May 23, 2016. Our final civil package ready for construction will be completed by June 1, 2016.

The previously mentioned dates are requested to coincide with a contract amendment to revise the dates currently in our contract for (65%) design development architectural and engineering drawings due on March, 24 2016, and (95%) design development drawings due May 5, 2016.

Exclusions

Our proposed scope and estimated fee does not include the following, and assumes that all prior work completed by CH2M Hill and the City's Public Spaces consultant concerning technical drawings and CUP application materials are available to use for further development of the permits:

1. Redesign due to substantial subsurface discovery or site conditions revealed to Stantec after April 4, 2016.
2. Redesign of the ice ribbon or building footprint initiated outside of Stantec after April 4, 2016.
3. Connection to or design of any utilities not listed previously.
4. Changes to previously approved work.
5. Existing unknown subsurface and above grade conditions, including utilities.
6. Hazardous materials remediation.
7. Electrical transformers, or transformer pad design
8. Telecommunication installations other than conduit routing



March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 6 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

9. Services not specifically called out will be added by a time and materials basis, unless otherwise mutually agreed upon.

Fee Estimate to Amend Project Boundary & Provide Additional Services

Task 1.	\$54,000
Task 2.	\$44,500
Task 3.	\$ 6,800
Task 4.	\$ 6,800
Task 5.	\$ 2,000
Task 6.	\$14,400
Task 7.	\$ 7,550
<u>Task 8.</u>	\$ 1,350
<u>Task 9.</u>	\$15,000
Total fee:	\$152,400

3.0 Fees & Construction Cost Estimate to Add Additional Food Service & Beverage to the Skyride Building (no work is authorized on this task until scope and fees are approved by the City).

Add Hot Made-to-Order Food Service (Grill & Fryer, Freezer, prep, etc). Attached as Exhibit A, is a conservative estimate to add kitchen equipment and items necessary for the operation of the facility. Notably, this estimate is deemed conservative, as it includes a level of equipment that is likely overestimated. It is our understanding that this is a new addition that was discussed as of February 26, 2016. We have yet to have the opportunity to discuss the specific needs and requirements of the kitchen and beverage requirements that you've discussed with Riverfront Park Leadership. Please refer to Exhibit A for equipment specifics, and the following is proposed to revise our design fee in our original contract concerning this addition: Stantec will not begin work on Task 3.0 without prior written authorization by City.

Architect Fees to Add an Additional 300/SF to Building	\$3,800
Architect/Civil/ICE Fees to Adjust Site	\$3,078
Architect Fees for Kitchen Design/Code Review (Including Agency Approval i.e. Health and Building departments)	\$4,104
Mechanical, Plumbing, Electrical Engineering	\$3,109
<u>Kitchen Consultant</u>	<u>\$2,950</u>
Total Additional Design Fee Estimate	\$17,041

4.0 Tensile Membrane Canopy at Ice Pond (it is anticipated that the membrane will be bid as addition alternative).

The purpose is to offer shelter from sun, rain, snow and better accommodate guest.

Architect Fees to Add Canopy	\$3,000
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March 4, 2016
Berry Ellison, Riverfront Park Program Manager
Page 7 of 7

Reference: Fee Estimate, Recreational Rink and Skyride Facility, Riverfront Park.

Please review this proposal and contact me directly if you have any questions or concerns. Everyone at Stantec is looking forward to delivering this project in your requested timeframe.

Regards,

Stantec Architecture, Inc.

Riley Witt
Associate/ Project Manager
Phone: (509) 340-1743
Fax: (509) 328-0423
riley.witt@stantec.com

Attachments: Exhibit A

c. Harvey Morrison, Matt Walker

EXHIBIT A

RIVERFRONT PARK REDEVELOPMENT PROJECT AMENDMENT

Architecture and Engineering Design Services
Recreational Rink and Skyride Facility – Stantec Architecture, Inc.
March 9, 2016

SCOPE OF WORK OVERVIEW

The scope of this contract includes a full set of design and management services required for successful execution and completion of the defined project below.

Stantec Architecture, Inc., Consultant, shall coordinate all Scope of Work outlined in this document through City.

All Consultants costs and expenses shall not exceed the total lump sum amount of ONE HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$186,941.00) not including taxes if applicable.

DETAILED SCOPE OF WORK

Refer to Exhibit C, Consultant's Proposal dated March 4, 2016, for additional detail regarding the outlined tasks below:

1.0 CUP Submittal Additional Services:

Total allowable cost for task 1.0 not to exceed **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00).**

- 1.1 **Expanded CUP application beyond initial boundary to include the southwest corner permitting.**

2.0 Expand Project Boundary:

Total allowable cost for task 2.0 not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$152,400.00).**

Deliverables Include:

- a. Design development level civil drawing and specifications: complete by April 18, 2016
 - i. Grading and drainage plan sheets
 - ii. Utility plan sheets
 - iii. Civil details

EXHIBIT A

- iv. Narrative specifications
- v. Civil works construction cost estimate
- b. 95% design civil package complete by May 23, 2016
- c. Final civil package ready for construction complete by June 1, 2016

(Exhibit C, Consultant's Proposal, provides a general reference to services included in each of the Tasks below.)

- 2.1 Coordination of design development for civil site grading and drainage planning.
Not to exceed \$54,000. Facilitate coordination with the design effort and the engineering permits.
Not to exceed \$44,500.
- 2.2 Incorporate Consultant's responses to comments on design development package and provide construction level coordination of the plans and details, develop 95% plans, narrative specifications, and updated cost estimate.
Not to exceed \$6,800.
- 2.3 Prepare the final 100% Construction Documents; including, plans and narrative specifications, and final pre-construction cost estimate incorporating feedback from the 95% design review.
Not to exceed \$6,800.
- 2.4 Bid Phase Assistance and addenda preparation as needed during bidding.
Not to exceed \$2,000.
- 2.5 Construction Phase Engineering, including submittal review and construction phase inspection of pipe installations.
Not to exceed \$14,400.
- 2.6 Landscape Architecture. See Exhibit C-Consultant Proposal for detail.
Not to exceed \$7,550.
- 2.7 Electrical Consultant to provide adding site lighting design around perimeter of the three acre site.
Not to exceed \$1,350.
- 2.8 Contingency: **City authorization required prior to usage**
Not to exceed \$15,000.

EXHIBIT A

3.0 Fees & Construction Cost Estimate to Add Additional Food Service & Beverage to the Skyride Building (CONSULTANT SHALL NOT PROCEED ON THIS TASK UNLESS DIRECTED BY CITY):

Total allowable cost for task 3.0 not to exceed **SEVENTEEN THOUSAND FORTY-ONE AND NO/100 DOLLARS (\$17,041.00).**

(Exhibit C, Consultant's Proposal, provides a general reference to services included in each of the Tasks below.)

- 3.1 Architect fees to add an additional 300/sf to building.
Not to exceed \$3,800.
- 3.2 Architect/Civil/Ice Fees to adjust site.
Not to exceed \$3,078.
- 3.3 Architect Fees for kitchen design/code review, including agency approval, i.e. health and building departments.
Not to exceed \$4,104.
- 3.4 Mechanical, plumbing, electrical engineering.
Not to exceed \$2,950.

4.0 Tensile Membrane Canopy at Ice Pond (anticipated that membrane will be bid as addition alternative):

Total allowable cost for task 4.0 not to exceed **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00).**

Consultant shall complete Task 4 and provide all listed deliverables within six to nine months as required to complete construction.

(Exhibit C, Consultant Proposal, provides a general reference to services included in each of the Tasks below.)

- 4.1 Architect fees to add canopy.
Not to exceed \$3,000.

RIVERFRONT PARK REDEVELOPMENT PROJECT

Design of Public Spaces and Park Grounds – Berger Partnership

March 10th, 2016 – Contract Amendment – Task 2.0: 2-A Interim Scope

SCOPE OF WORK OVERVIEW

The scope of this contract includes a full set of design and management services required for successful execution and completion of the defined project tasks below. Services to include the design of exterior spaces outlined in the Scope of Work up to the building footprints of all existing and proposed buildings within the park.

Consultant shall coordinate all Scope of Work outlined in this document through City.

All Consultant costs and expenses shall not exceed the total lump sum amount of THREE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED EIGHTY-FIVE AND 60/100 DOLLARS (\$326,985.60).

The total estimated capital construction cost for the Scope of Work is approximately \$15.5 million; the value of this contract is \$1,550,000.00. The scope for Early Design and Management (Task 1) has been authorized and will be completed at the conclusion of Task 1 Contract Amendment and Additional Services as specified in Berger's February 29, 2016 memo to the City. This is further clarified with Executive Team RFP Committee Memo dated March 6, 2016. This Contract Amendment is for Task 2 design, specifically accelerated scope elements defined as "2-A", with work as defined below as directed by the City. Future work in this contract, including a full Task 2 scope and fee, will be scoped and authorized in future amendments.

It is assumed that the City will define the overall implementation/construction timeline for the Redevelopment Program and will be responsible for developing and communicating site phasing to include construction site security and detouring/closures throughout the park.

DEFINITIONS

Definitions remain as defined in the Task 1 contract, and will be additionally detailed in the full Task 2 contract's forthcoming approval.

DETAILED SCOPE OF WORK

DESIGN SERVICES – AMENDMENT TO CONTRACT

Task 2-A

Task 2-A work are scope elements from the larger Task 2 Scope anticipated for future. Task 2-A Scope is as defined below (and referenced exhibits).

The nomenclature and numbering of scope elements herein has been generated based on the eventual full Task 2 scope.

2.0 Riverfront Park Wide Documentation

2.0.A Project Wide Survey and Mapping: Survey base map to include ground survey and boundary survey information by park area (five total); refer to Exhibit C as determined in Task 1 scope. The following items are included in the survey base map scope as noted below:

1. **Topographic Ground Survey:** Consultant to provide topographic ground survey accurate for construction-level drawings, areas 3,4,5,6 in Exhibit C. All site features, utilities at grade, buildings, topography, and natural land features will be captured via electronic CAD file to the limits shown. In addition to the Survey, Task 2-A includes an “On-Call” T&M allowance of \$15,000.00 for on-going survey “pick-ups” for information uncovered during site reconnaissance and an allowance for coordination and management of Overall Park Survey. (Boundary and parcel reconnaissance is not included.)

Assumptions:

1. Anticipated completion of the prioritized north bank survey by May 1, 2016.
2. Full completion of survey anticipated by June 1, 2016.

Topographic Ground Survey: \$96,034.00

2.0.B Riverfront Park Design Guidelines: Establish Riverfront Park Design Guidelines to include selection of preferred materials, exterior furnishings, exterior lighting and plantings, planters, utility outposts, water supply, wayfinding, security cameras-phone, and garbage-recycling receptacles.

2. **Lighting Design Guidelines:** Develop and document guidelines for park-wide exterior lighting. Preliminary work will establish performance criteria, project constraints, design standards and code requirements. Circulation typologies within the park and their hierarchies will be defined, including light level requirements, desired lighting character for each circulation type, and developing proposed fixture palettes for each circulation element as required to guide lighting and electrical associated with the Rec Rink.

Also included are lighting guidelines beyond performance

criteria to develop guidance for specialty aesthetic lighting, including detailing of special light treatments including plans and/or diagrams of selected lighting strategies, and the development of a lighting hierarchy and fixture options for the whole park.

Assumptions:

1. Lighting of the Rec Rink, Skyride, building, and plaza between Rec Rink and building by Stantec are not the purview of these lighting guidelines.
2. Location and schematic lighting spacing for areas outside the ribbon and building will be completed by 65% (April 15, 2016) and all fixture selections associated with skate adjacencies will be finalized by Rec Rink 95% CDs (May 13, 2016)
3. Completion of the full lighting guideline package is anticipated for July 29, 2016.

Lighting Design Guidelines: \$38,160.00

3. Park Wide Utility Master Plan Development Guidelines
 - a. Park Utility Guidelines and Implementation Plan
 - i. Coordinate and document existing utilities, proposed backbone utility infrastructure, and review and compile common and applicable construction standards and details. The documentation will include coordination on what work/materials/cost will be borne by the utilities themselves.
 - ii. City of Spokane Wastewater (sanitary sewer and stormwater management)
 - iii. City of Spokane Water (potable water)
 - iv. Avista Utilities (power and natural gas)
 - v. Comcast, CenturyLink, Others (communications)

Deliverables to include (Per Exhibit B):

1. Existing Utility Schematic Plans
2. Proposed Utility Backbone Schematic Plans
3. Proposed Utility Party Responsibilities
4. Assemble Applicable Standards and Details
5. Project Management and Communication

Assumptions:

1. Work in Exhibit B is a T&M contract with a NTE total.
2. Preliminary area of focus will be the South Bank to accommodate projects underway, with anticipated completion of existing utility schematic plan and proposed schematic utility backbone completed by June 15, 2016 (subject to responsiveness of other stakeholders beyond consultant control).
3. Full completion of the utility guidelines described herein in August 2016 (subject to responsiveness of other stakeholders beyond consultant control).
4. Utility phasing will be coordinated with City PMT to understand and document implications.

Park Wide Utility Master Plan Development Guidelines: \$116,121.60

2.4 North Bank Design for Grant Support

(Refer to Exhibit A for geographical area and detailed scope of work.)

Continued development of the North Bank area of Riverfront Park based on the approved concept and schematic design from Task 1. Consultant shall provide and further refine design for RCO grant assistance for the regional playground facility and skate facility, and coordinate with future Field House program north of site.

All meetings and coordination with adjacent facilities and landowners to be completed and led by City PMT team. Consultant team to provide support in documentation and meeting attendance.

Deliverables for Task:

1. Preliminary Grant Support: Site inventory and analysis, spatial relationships, plan graphics, and project narrative. (Additional detail to be incorporated/added into Task 1 North Bank deliverable.)
2. Park Board Resolution Package: Assembly and presentation of a design package as submitted for grants. In addition to design deliverables immediately above, the package shall include (for grant elements only) details and perspectives, preliminary cost estimates, materials, and phasing. A narrative of opportunities for education, sustainable design elements, and inclusive play will be included.

Assumptions:

1. Narrative expanding on public need analysis, project need, level of service, regional draw are to be provided by client and integrated into the Parks Board Resolution package.
2. A T&M Allowance of \$10,000.00 for Skate Park Design consultant has been included.
3. An allowance of \$2,000.00 has been included for high-level civil engineering support. No civil engineering drawings are included in this scope element.
4. Preliminary grant support is anticipated for completion in March.
5. Park Board Resolution Package to be completed early April.

North Bank Design for Grant Support: \$31,720.00

2.5.C Central Havermale Island

(Refer to Exhibit A for geographical area and detailed scope of work.)

1. US Pavilion and Central Plaza Program Workshop Facilitation. The consultant will prepare for and facilitate, in collaboration with City PMT, a workshop with the Riverfront Park Design Steering Committee focused on honing the program for the reimagined pavilion and its interface with the adjacent Central Plaza. Upon completion of the workshop, the consultant shall prepare a written summary of emerging recommendations and areas requiring further study and resolution to guide future architectural RFQ.

Deliverables for Task:

1. Workshop Materials (prepared in advance of workshop)
2. Workshop Summary: Predominately in written form and may have high-level planning graphics including spatial diagram for site, relationships and including circulation, as the consultant deems appropriate.
3. Workshop is anticipated before the end of April for an anticipated architectural RFQ in May.

Assumptions:

1. An allowance of \$3,000.00 is included for NAC Architects to participate in workshop and assist with workshop summary.

Central Havermale Island: \$10,650.00

2.8.A Design Presentation/Deliverable Allowance

Anticipated Timeframe: March - April 2016

Format: to be determined

In conjunction with City PMT, develop a schedule of design presentations/approval protocols as necessary to advance the program. The goal for this task is to have an approved direction for the consultant team to develop designs for the park. Work is anticipated to include pre-submittal packages and presentations in association with DRB and Design Steering Committee review milestones.

Design Presentation/Deliverable Allowance: A T&M allowance of \$6,000.00 has been established for this task.

2.8 Project Management Allowance

Anticipated Timeframe: March - April 2016

Project management will be continual throughout the Task 2-A duration. This task will include management of the Major Public Space Consultant Team, support and coordination with City PMT, and communication with other companion-project design teams outside of this Scope of Work. Work includes tasks related to managing the design team and subconsultants, and developing and managing schedules, budgets, and document management specific to this Scope of Work.

Project Management Allowance: A T&M allowance of \$20,500.00 has been established for this task.

2.9 Reimbursable Allowances

2.9.A Typical reimbursable: May include, but not limited to, printing, reprographic expenses, CAD plots, supplies, materials, etc. (with expenses in excess of \$500.00 approved by City).

“Typical” Reimbursable Allowance (2A only): \$3,300.00

2.9.B Travel reimbursable: Travel is to be made upon approval of the City, typically with same-day travel, and occasional multi-day visits. Reimbursables may include airfare, vehicle mileage, rental car, meals, and lodging.

Travel Reimbursable Allowance (2A only): \$4,500.00

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Riverfront Park Tree Mitigation Resolution

WHEREAS, Riverfront Park was created for the grounds for Expo 74 and opened to the public as a city park in 1978, and

WHEREAS, Riverfront Park, after nearly 40 years as the central and iconic public gathering space for the City of Spokane, is in need of major capital improvements, and

WHEREAS, the Park Board adopted a Master Plan in 2014 identifying improvements to be made over the next 20 years, and

WHEREAS, the Park Board requested the City Council in the summer of 2014 to present a ballot bond measure to the citizens of Spokane for a \$64.3 million dollars in improvements to Riverfront Park, and

WHEREAS, the Citizens of Spokane overwhelmingly approved the 2014 Park Bond for Riverfront Park in the amount of \$64.3 million dollars, and

WHEREAS, the Riverfront Park Masterplan described a minimum one to one tree replacement for trees removed in Riverfront Park and Shoreline regulations require a two to one replacement ratio, and

WHEREAS, City of Spokane Parks and Recreation Urban Forestry manages planting and removal of public & park trees, and

WHEREAS, City of Spokane Urban Forester recommends a higher mitigation standard two (2) new 2" caliper trees planted for every one (1) 4" or greater caliper tree removed,

NOW THEREFORE, IT IS HEREBY RESOLVED by the Park Board accepts:

1. Trees removed from within the Riverfront Park shoreline boundary will be mitigated by planting new trees within the shoreline jurisdictions of Riverfront Park or other City owned properties. The ratio of trees mitigated will be two (2) new 2" caliper trees planted for every one (1) 4" or greater caliper tree removed.
2. Trees removed from Riverfront Park outside the shoreline boundary will be mitigated by planting new trees within Riverfront Park or other City of Spokane public property at the discretion of the Urban Forester. The ratio of trees to mitigate will be two (2) new 2" caliper trees planted for every one (1) 4" or greater caliper tree removed.

3. Upon reaching capacity in Riverfront Park for replacement tree plantings, the net balance of mitigation will be calculated at \$500 per tree and held in trust by City of Spokane Parks and Recreation Urban Forestry to use for future tree planting on City of Spokane public property, with first preference going to Park property.

4. All mitigation trees shall be planted no later than December 31, 2023.

5. A copy of this resolution shall be provided to all Riverfront Park Redevelopment design teams.

Dated this ____ day of March, 2016.

Park Board President