



## Spokane Park Board

May 12, 2016 – 1:30 p.m.

City Hall, City Council Briefing Center  
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 Selinger, Sam
- X Pendergraft, Lauren (Left: 3:30 p.m.)
- X Sumner, Nick
- X McGregor, Ted
- X Mumm, Candace – Council Liaison  
(Arrived: 1:43 p.m.; Left: 3:05 p.m.)

### Parks Staff:

Jason Conley  
Tony Madunich  
Garrett Jones  
Al Vorderbrueggen  
Angel Spell  
Jeff Bailey  
Sam Song  
Berry Ellison  
Sari Luciano  
Jon Moog  
Fianna Dickson  
Carl Strong

### Guest(s):

Ben Stuckart  
Karen Mobley  
Ildikó Kalapács  
Sharon Frankovic  
Larry Swartz

## MINUTES

1. **Roll Call:** *Pamela Clarke*  
See above

2. **Minutes:**  
A. April 14, 2016, and May 6, 2016, Regular Park Board meeting minutes.

**Motion No. 1:** Susan Traver moved to approve the April 14, 2016, and the May 6, 2016, Park Board meeting minutes.

Dr. Sam Selinger seconded.  
Motion carried with unanimous consent.

3. **Additions or Deletions to the Agenda:**  
A. None

4. **Special Guests:**  
A. None

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

**Motion No. 2:** Susan Traver motioned to approve claims for April 2016 in the amount of \$1,880,187.16.

Ken Van Voorhis seconded.  
Motion carried unanimously.

6. **Financial Report & Budget Update:** – *Sari Luciano* provided the April Financial Report & Budget Update. Parks and Recreation Fund revenue is tracking at 83% of the projected budget. Parks and Recreation expenditures are tracking at 105% of the projected budget. The Golf Fund revenue is tracking at 108% of the projected budget. The Golf Fund expenditures are tracking at 118% of the projected budget. It was announced Ms. Luciano will be resigning this month. The Park Board thanked her and applauded her for her hard work.

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

A. Q1 Performance Measures Report – *Jason Conley* reported on the quarterly performance measures for the four golf courses: Downriver, Esmeralda, Indian Canyon and Creek at Qualchan. Figures and comparisons were provided on the percentage of golf rounds played to capacity. All courses enjoyed a percentage increase this year in comparison to the past two years. Mr. Conley also reported on the recreation capacity. The first quarter capacity has improved over Q1 of previous years.

8. **Committee Reports – Action Items:**

**Golf Committee:** May 10, 2016, – *Nick Sumner*

A. **Master Plan Funding** – *Nick Sumner* reviewed a proposal to fund consulting services to create a strategic plan for the Golf Department. The initial \$40,000 would come from the remaining windstorm dollars from the Golf Enterprise Fund. Should additional funds over and beyond the \$40,000 be needed, the Golf Committee will return to the Park Board with a funding request.

**Motion No. 3:** Nick Sumner moved to approve funding up to \$100,000, from Park General Fund/Golf Enterprise Fund, for consulting services to develop a five-year strategic plan.

Ken Van Voorhis seconded.  
Motion carried unanimously.

B. The committee and staff thanked Preston Potratz for his service on the Golf Committee and Park Board. Mr. Potratz's resignation is effective May 10.

C. The next scheduled meeting is 8:05 a.m. June 7, 2016, in the City Council Briefing Center.

**Land Committee:** May 4, 2016, *Ken Van Voorhis*

A. **The Bearing Project** – *Ken Van Voorhis* and *Chris Wright* reviewed The Bearing Project Resolution which was deferred from the April 14 Park Board meeting in order to allow time for input from the West Central Neighborhood Council and the Kendall Yards Homeowners Association. The neighborhood council met May 12 and discussed The Bearing Project. The council agreed to postpone their vote until receiving input from the Spokane Tribe of Indians. A petition, consisting of 28 signatures from West Central Spokane citizens, was presented to the board. Testimonies were made by supporters and adversaries of the artwork placement. West Central Neighborhood Council member *Larry Swartz* asked for the board to defer a decision to the June Park Board in order to have input from Spokane Tribal Council. *Sharon Frankovic* expressed her concerns that The Bearing Project is not an appropriate art theme for this park setting, since it depicts a war theme. City Council President *Ben Stuckart* urged the board to vote on this project at this time. *Karen Mobley* spoke in support of The Bearing Project explaining art should make the observer reflect and contemplate, and the proposed

site is the perfect location for this artwork. Park Board members voiced concerns for needing more vetting, solid understanding of existing art placement policy, and additional citizen input. *Candace Mumm* pointed out her understanding from the Historical Preservation Department; if there is a tribal influence, then that will stop a project. In such a case, Historical Preservation confers with the archaeological department from the tribe and it is managed from there. *Susan Traver* concluded the discussion explaining the Park Board is not intending to be an obstruction to the process; instead, the board is taking measures to be positive and inclusive in gathering input from the two Spokane neighborhoods.

**Motion No. 4:** Dr. Sam Selinger moved to approve The Bearing Project Resolution with additional wording to include an artist statement, which is approved by the Park Board, indicating the stated compassion of the community.

Ted McGregor seconded.

Motion passed with a 6-3 vote.

B. The next scheduled meeting is 3 p.m. June 1, 2016, in the City Hall Conference Room 5A.

**Recreation Committee:** May 5, 2016, *Sam Selinger*

A. Action item: None

B. The next scheduled meeting is 3 p.m. June 2, 2016, at West Central Community Center, Newton Room.

**Riverfront Park Committee:** May 9, 2016

A. Riverfront Park Utility Easement for Avista – *Chris Wright* reviewed the purpose of the proposed utility easement. The non-exclusive utility easement between the City of Spokane and Avista allows for relocation and construction of the utility corporation's new facilities at Riverfront Park. Avista agreed to pay the full cost of the relocation which is needed due to the Riverfront Park Redevelopment project. Lauren Pendergraft abstained from voting for transparency reasons.

**Motion No. 5:** Dr. Sam Selinger moved to approve the utility easement with Avista.

Susan Traver seconded.

Motion passed with one abstention.

Berger Tasks 2.B Contract – *Garrett Jones* presented the proposed Berger Partnership Tasks 2.B scope of work and fee structure. The scope includes site design guidelines; irrigation plans; electrical consolidation guidelines; navigation and wayfinding; South Bank/Looff site and North Bank designs; and the wheels/skate park 30% design. The proposed Tasks 2.B contract amount is \$980,723. This brings the total Berger contract to \$3.8 million, which is \$2.3 million over the original projection. The board expressed concerns on the increase in costs, not having adequate time to review the contract and not having a finalized Berger budget. *Matthew Walker*, Hill International management services consultant, told the board the \$3.8 million expenditure is part of the overall budget and can be afforded to stay within the budget. The board directed staff to complete a final Berger budget with design fee percentages, which will be brought before the board as an action item at a special Park Board meeting on or before May 25.

**Motion No. 6:** Dr. Sam Selinger moved to approve the contract, as presented. Ted McGregor made a friendly amendment to remove the wheels park, in the amount of \$30,000, reducing the 2.B Tasks contract total to \$950,723. Susan Traver made, and withdrew, a third friendly amendment to defer a decision for two weeks.

Susan Traver seconded.

Motion failed to pass with a 5-3 vote.

**Motion No. 7:** Ted McGregor moved to support the contract, as presented, with the exception of removing the wheels park 30% design (\$30,000) and the North Bank design (\$480,000); and having the projects for consideration at a mid-month special Park Board meeting.

Lauren Pendergraft seconded.

Motion failed to pass with a 3-5 vote.

Stantec: Recreational Rink/Skyride Facility Alterations – *Matthew Walker* presented the proposed value engineering options, recommended by the Ad Hoc Committee, which involves removing the canopy at the rotunda, reducing the height of the rotunda, removing glass from the Zamboni room garage door; and reducing the depth of excavation and concrete. Proposed additions include a north entry canopy, additional garage doors, additional power to the cantenary lighting, enhanced kitchen with a Grab-n-Go, and sprinklers upgrades. Cost of the proposed alterations/upgrades is \$55,500.

**Motion No. 8:** Dr. Sam Selinger moved to approve expanding the budget \$55,500 for the construction related to the Recreational Rink and Skyride Facility.

Ted McGregor seconded.

Motion passed with unanimous consent.

Park-wide Permit Support – *Berry Ellison* reported CH2M Hill was the sole responder to the Park-wide Permitting RFQ. Their proposal breaks down the permitting into four sections. The three-year, time-and-materials contract would continue through December 2018, in the amount of \$270,000.

**Motion No. 9:** Susan Traver moved to support a Park-wide Permitting contract with CH2M Hill, in the amount of \$270,000.

Dr. Sam Selinger seconded.

Motion passed with unanimous consent.

B. The next scheduled meeting is 8:05 a.m. June 6, 2016, in the City Council Briefing Center.

**Finance Committee:** May 10, 2016, *Susan Traver*

A. Strategic Fund Balance Usage - Susan Traver reported there are more than \$1 million in the excess fund balance to be used for strategic investments. These funds exceed the required 7% reserve in the Park Fund balance. Ms. Traver presented a breakdown of project allocations on the proposed \$490,000 spend down from the 2016 reserves.

**Motion No. 10:** Susan Traver moved to approve the expenditure of \$490,000 for spending

down the excess reserves in the Park Fund for 2016.

Ross Kelley seconded

Motion carried with unanimous consent.

- B. The next regularly scheduled meeting is 3 p.m. June 7, 2016, in City Hall Conference Room 2B.

**Urban Forestry Tree Committee:** May 3, 2016

A. Action item: None

- B. The next regularly scheduled meeting is 4:15 p.m. May 31, 2016, at the Woodland Center, Finch Arboretum.

**By-Laws Committee:** *Ross Kelley* presented the red-line version of the proposed changes to the Park Board Bylaws. This draft version serves as the first notification and will be brought before the board for action at the June regular Park Board meeting.

9. **Reports:**

**Park Board President:** *Chris Wright*

1. Andy Dunau's resignation – Mr. Wright announced Andy Dunau has resigned from the Park Board, and thanked him for his hard work and dedication on the Park Board. His resignation is effective May 12.

**Liaison Reports:**

1. Conservation Futures Liaison – No report given.
2. Parks Foundation Liaison – No report given.
3. Council Liaison – No report given.
4. Parks Department Revenue & Sponsorship Subcommittee – No report given.

**Director's Report:** *Leroy Eadie*

1. No report given.

10. **Correspondence:**

A. Letters: None

B. Newsletters:

Southside Senior and Community Center  
Hillyard Senior Center  
Corbin Senior Center  
Project Joy

11. **Public Comments:** None

12. **Executive Session:** None

13. **Adjournment:** 3:58 p.m.

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. June 7, 2016, City Council Chambers

Land Committee: 3 p.m. June 1, 2016, City Hall Conference Room 5A

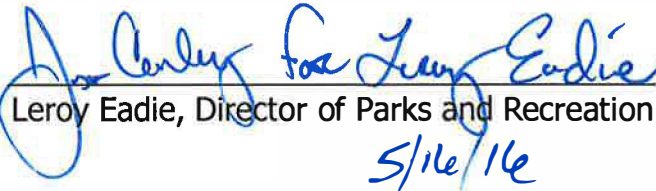
Recreation Committee: 3 p.m. June 2, 2016, West Central Community Center, Newton Room

Riverfront Park Committee: 8:05 a.m. June 6, 2016, City Council Briefing Center

Finance Committee: 3 p.m. June 7, 2016, City Hall Conference Room 2B  
Urban Forestry Committee: 4:15 p.m. May 31, 2016, Woodland Center, Finch Arboretum

- B. Next Park Board: 1:30 p.m. June 9, 2016, City Council Chambers
- C. Next Joint City Council/Park Board Study Session: 3:30 p.m. June 9, 2016, City Council Briefing Center

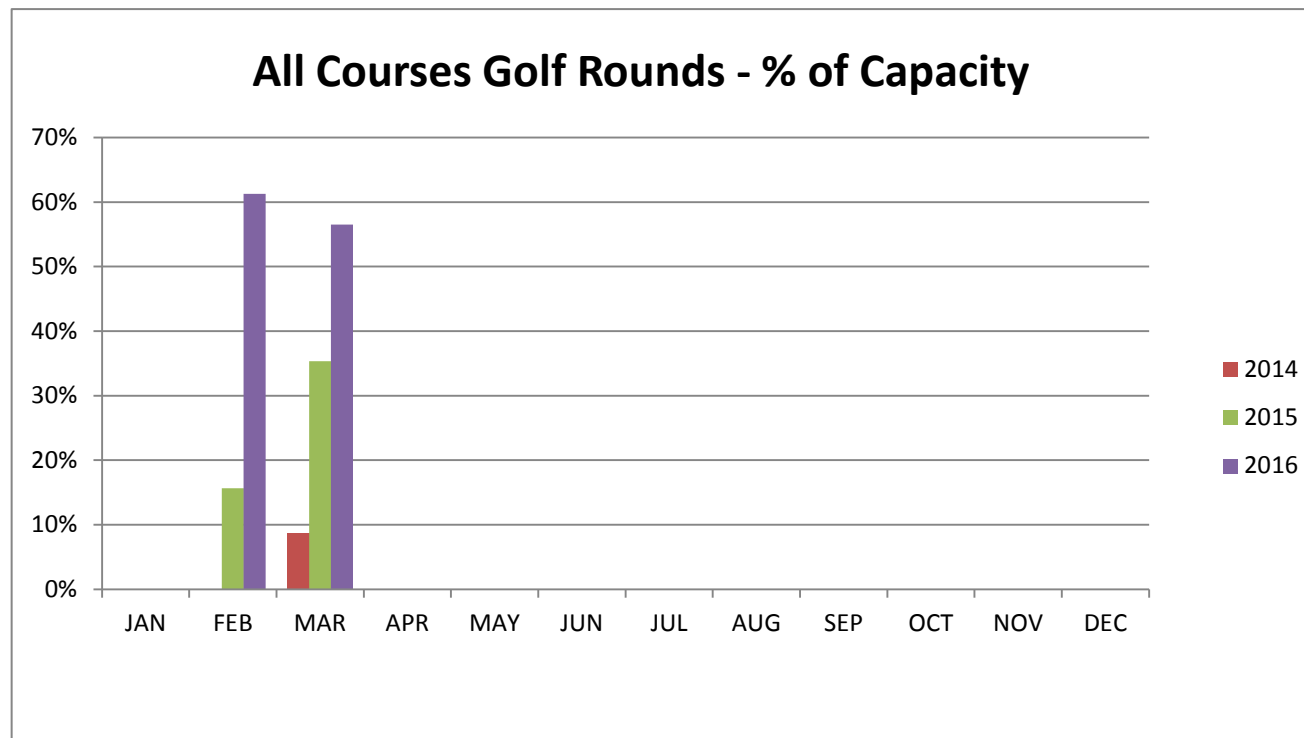
Minutes approved by:

  
Leroy Eadie, Director of Parks and Recreation  
5/16/16

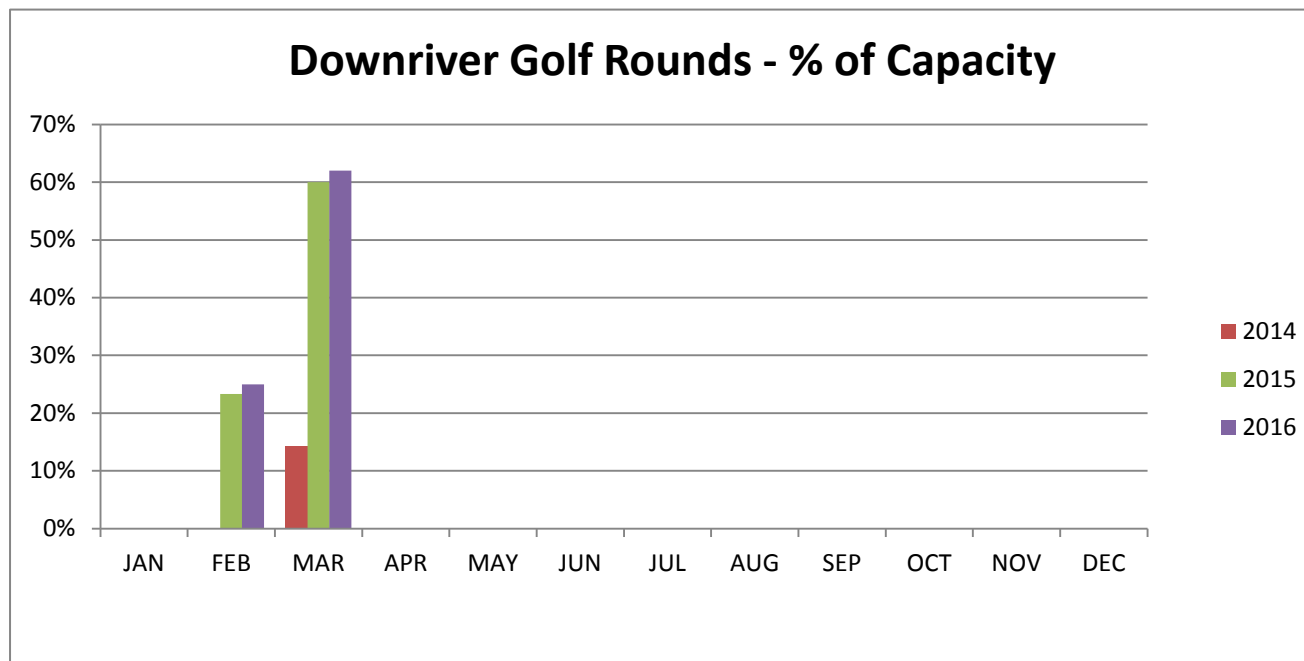
## % of Golf Rounds Played to Capacity For 2014, 2015, & 2016

### All Courses Combined

	Q1			Q2			Q3			Q4		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2014	0%	0%	9%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2015	0%	16%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2016	0%	61%	57%	0%	0%	0%	0%	0%	0%	0%	0%	0%



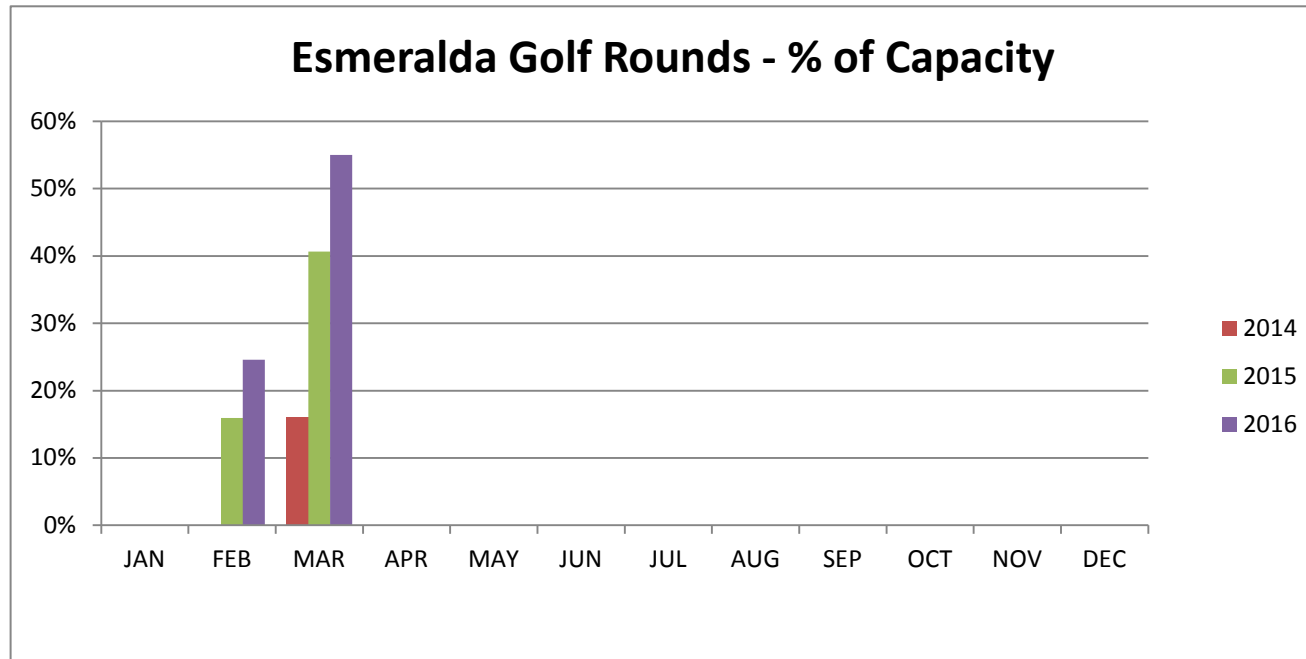
## Downriver

[illegible]



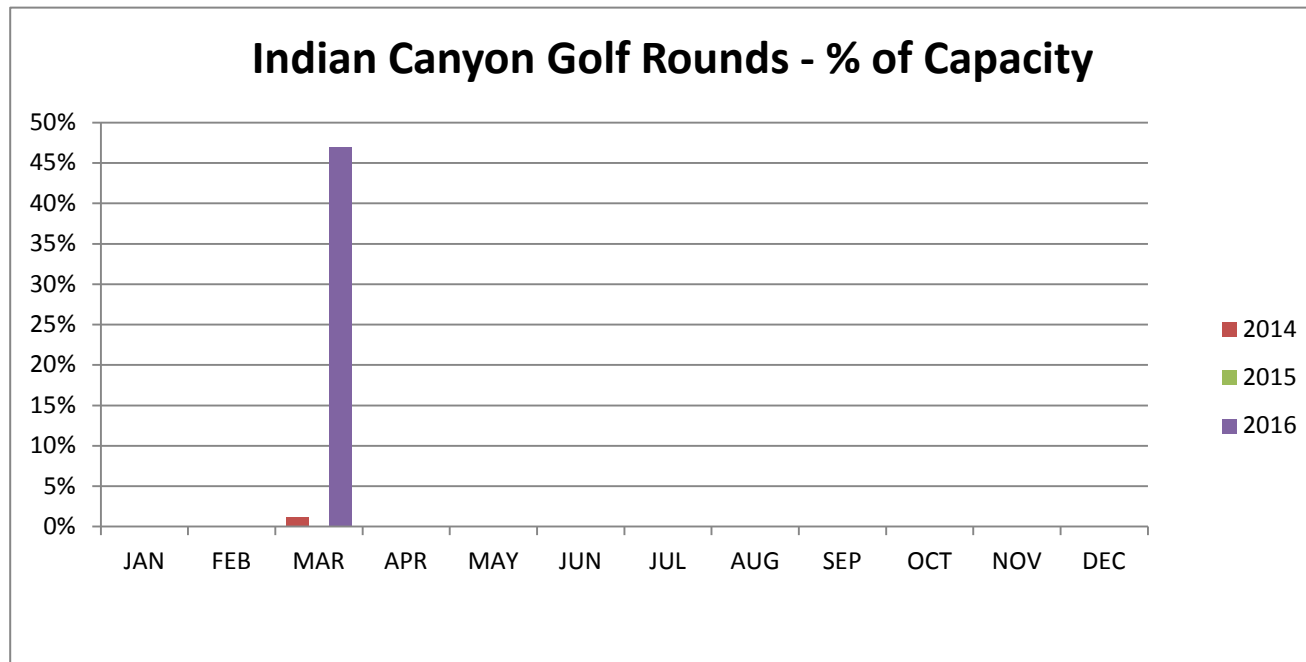
## Esmeralda

	Q1			Q2			Q3			Q4		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2014	0%	0%	16%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2015	0%	16%	41%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2016	0%	25%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%



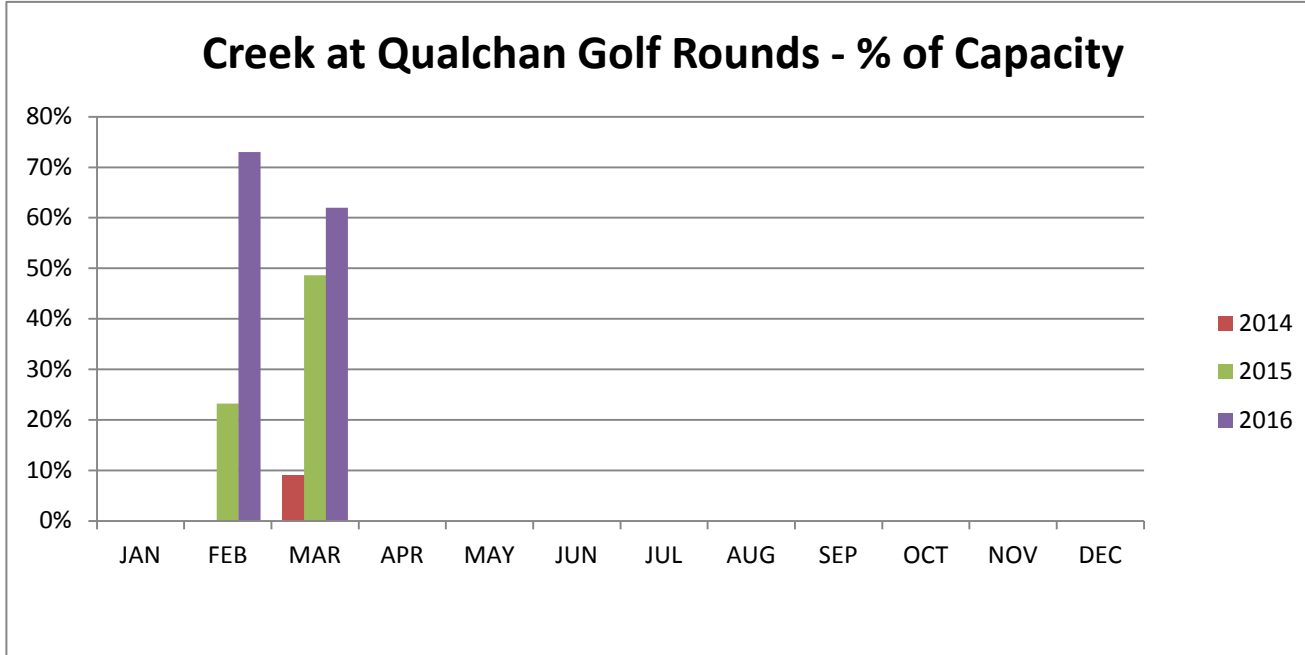
## Indian Canyon

	Q1			Q2			Q3			Q4		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2014		0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%
2015		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2016		0%	0%	47%	0%	0%	0%	0%	0%	0%	0%	0%



## Creek at Qualchan

	Q1			Q2			Q3			Q4		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2014	0%	0%	9%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2015	0%	23%	49%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2016	0%	73%	62%	0%	0%	0%	0%	0%	0%	0%	0%	0%



Spokane Park Board Regular Meeting  
Patricia Kienholz  
Bearing Public Sculpture Project 501(c)(3)  
12 May 2016  
808 W Spokane Falls Boulevard  
City Council Chambers  
Updated 13 May 2016

Present: Spokane Park Board; Patricia Kienholz (Bearing Project, president); Ildiko Kalapacs (Bearing Project, Executive Director).

Presentations: Presentation and Discussion with West Central Neighborhood Council; Process and next Steps with Spokane Tribe of Indians Historic Preservation Manager John Matt and Tribal Historic Preservation Officer Randy Abrahamson. Information provided from discussion with Spokane Historic Preservation Officer Megan Duvall. Northwest Museum of Arts and Culture, Linda Queen discussion; Meeting with Carol Evans, chair of Spokane Tribe of Indians Tribal Council and City Councilwoman Karen Stratton. Discussion with Jim Boyd, chairman Colville Tribe.


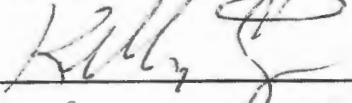
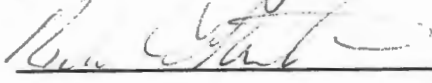
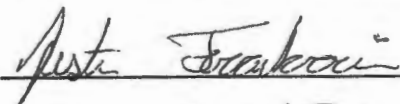
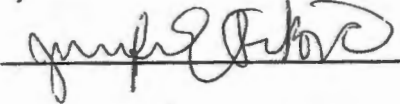
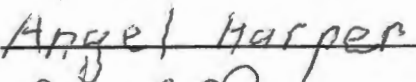
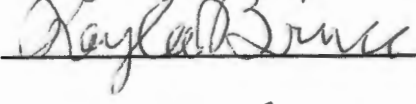

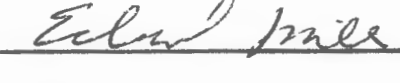
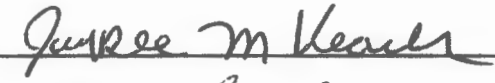
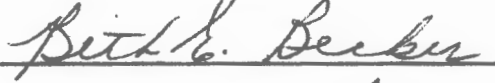
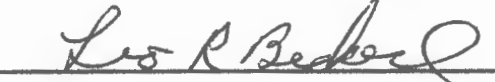
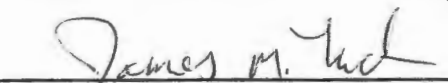
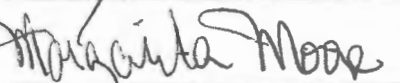

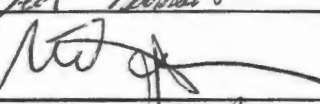
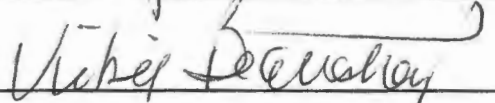
- ❖ West Central Neighborhood Council, Mike Brakel (509) 993-3339
  - WCNC voted to postpone their vote until the Bearing Project connects with the Tribes for input.
  - Meeting was very successful. The vice chair stated it was “the best meeting they’ve ever had.” The dialoguing was excellent. A veteran and refugee attended the meeting and spoke to the issue. There was discussion about how young people today need a reminder of the sacrifices that created the safe environment in which they live. There was majority support during the discussion; four people spoke of concerns; three neutral opinions; and several who changed their position during the discussion – a credit to the democratic process.
  - Chair Mike Brakel has asked that he be the point of contact related to tribal relations.
- ❖ Spokane Tribe of Indians Historic Preservation Manager John Matt
  - In contact with Randy Abrahamson, Tribal Historic Preservation Officer for the Spokane Tribe of Indians. The process as explained to me by his assistant is that he will come out and check the area and be involved in the minimal amount of digging necessary to place the three stakes into the ground.
  - Randy will be in touch with me later this afternoon.
  - We will include them in the process of placement for direction and any and all considerations related to historic/archeological concerns involving the Spokane Tribe of Indians.
  - We will extend a formal invitation for the dedication and invite the Spokane Tribe of Indians to do a blessing for the site.
- ❖ Megan Duvall, Historic Preservation Officer, City of Spokane
  - There have been no cultural resource studies done for this area. [last night we were told that the area used to be a landfill, which could explain why, however this claim needs verification]
  - According to Megan Duvall, “[We] are not required to do a formal impact study because there are no state funds involved in the placement. However, [we] want to be careful because there is some excavation being done and there is a high probability there could be archeological artifacts when digging. [Our] intent is to be involved early in the process [with the Spokane Tribe of Indians].
- ❖ Northwest Museum of Arts and Culture, Linda Queen, Executive Assistant
  - Recommended a formal invitation during the dedication and placement as well as having the tribe offer a blessing at the site during dedication.

- ❖ Spokane Tribe of Indians Tribal Council, Carol Evans, chair
  - City Councilwoman Karen Stratton who is a Spokane Tribal member arranged a meeting with Carol Evans for tomorrow at 10:00 a.m. The Bearing board will discuss the process and any and all arrangements for tribal council involvement.
- ❖ Jim Boyd, chairman Colville Tribe of Indians
  - Discussed with Jim Boyd the process of next steps. Jim stated that we did exactly what he would have recommended. State the Colville Tribe has a similar process to the Spokane but that their process involves more agency input. He described our board actions as “perfect.”
- ❖ Spokane Parks Board vote (6-3) to approve placement in Sunset Park.
  - Board president Chris Wright who attended the WCNC meeting objected to the word “overwhelming” and the removal of this word, which depicts emotion, has been replaced with the word “majority.”
  - A provision of the vote was that placement includes a Park Board approved artist statement describing the sculpture. Other provisions previously negotiated with the Park Department included the establishment of a \$10,000.00 fund for maintenance and cleaning. (Details including further negotiated items may be reviewed in meeting minutes).
  - Public comment was received from 1) a representative of the WCNC executive board who described the membership as “moving towards being in favor,” he recommended waiting until the neighborhood council voted in the following month but expressed a concern about the council’s ability to achieve a quorum at that meeting; 2) a representative of WCNC who stated she was pro-gun and did not object to others smoking but had issues with the imagery of the gun and cigarette [sic] and did not want the piece in Sunset Park. She collected less than thirty signatures objecting to placement and wanted time to collect more signatures; 3) Former City of Spokane arts director Karen Mobley urged the board to vote yes for placement and reminded the board of a story about Native American [Spokane/Coeur d’Alene] artist [poet, author, screenwriter, filmmaker] who grew up on the Spokane Indian Reservation. Mobley challenged the board to be “courageous” in lieu of the City’s opposition to Alexie’s work in the 1980’s, which she described with reference to three files full of letters from the public, which she inherited when she took the job in the City arts department. 4) Spokane City Council President Ben Stuckart mentioned his initial discussion with the park department regarding the Bearing Project over two years ago. Stuckart urged the council to vote in consideration of the time investment by both the artist/project and the City.
  - Dr. Samuel Selinger moved a resolution to move forward with a vote for placement of the Bearing sculpture. Colonel Susan Traver offered a friendly amendment to move the vote until next month after the WCNC had returned a vote. Dr. Selinger rejected the friendly amendment. On 12 May 2016 the Spokane Parks Board of Directors voted 6-3 to approve placement of the Bearing Sculpture in Sunset Park at the west end of Kendall Yards along the Centennial Trail (north side of the river). The vote tally was as follows:
    - Chris Wright (president) – positive
    - Colonel Susan Traver (vice president) – positive
    - Ross Kelley – negative
    - Ken Van Voorhis – negative
    - Dr. Samuel Selinger – positive
    - Lauren Pendergraft – negative
    - Nick Sumner – positive
    - Ted McGregor – positive
    - Candace Mumm – positive
 (Please note once the board has voted, a positive vote reflects the views of all board members).

❖ Meeting with Spokane Tribal Council Chair Carol Evans

# WEST CENTRAL NEIGHBORHOOD PETITION AGAINST PLACEMENT OF THE BEARING PROJECT IN WEST CENTRAL SPOKANE.

THE BELOW LISTED PEOPLE FROM WEST CENTRAL SPOKANE STRONGLY OBJECT TO HAVING  
ILDIKO KAPAPAC'S BEARING PROJECT PLACED ANYWHERE IN WEST CENTRAL.

PRINTED NAME	STREET ADDRESS	SIGNATURE
Ken Cruz	1217 W. Augusta	
Kelly Cruz	2112 W. Bridge	
Richard Culbreth	1929 W. College	
Justin Frankovic	1857 W. College Apt 1	
Jennifer Frankovic	1857 W. College Ave. Apt 1	
Angel Harper	1211 W. Augusta	
Kayla Bruce	1712 W. Nora	
Robert Pongor	1712 W. Nora	
Edward Miller	1717 W. Nora	
Jaydee Veach	1223 W. Augusta Ave	
Beth E. Becker	1106 W. Nora Ave	
Leo R. Becker	1106 W. Nora Ave	
James M. Tuck (Margarita)	1204 W. Spafford Ave	
Maggie Moore	1723 W. Jefferson	
Rick Harrison	1206 W. Nora Ave	
Mike Xenius	1224 W. Nora	
Vicki Beauchamp	1619 N. Madison	

**WEST CENTRAL NEIGHBORHOOD  
PETITION AGAINST PLACEMENT OF THE BEARING  
PROJECT IN WEST CENTRAL SPOKANE.**

THE BELOW LISTED PEOPLE FROM WEST CENTRAL SPOKANE STRONGLY OBJECT TO HAVING  
ILDIKO KAPAPAC'S BEARING PROJECT PLACED ANYWHERE IN WEST CENTRAL.

**PRINTED NAME**

**STREET ADDRESS**

**SIGNATURE**

Robert Rushing

1119 Augusta

Robert M. Rushing

ELIZABETH NATSEWAY

1111 W. AUGUSTA AVE.

Elizabeth Natseway

Sasha Robinson

1129 W Augusta Ave

Sasha Robinson

Paula

1125 W. Augusta

Dustin Teichner

Hong Thach

1122 W Augusta

Hong Thach

Carole Parks

1120 W Augusta

Carole J. Parks

RANDY BROWN

1114 W. AUGUSTA

Randy Brown

Crystal Williams

1208 W. Maxwell

Crystal M. Williams

Laurie Young

1511 W Mission

Laurie Young

Pat Veach

1223 W AUGUSTA

Pat Veach

Shari Frankovic

1930 W. College

Shari Frankovic



Return Address:

Avista Corporation  
Real Estate Department MSC-25  
P.O. Box 3727  
Spokane, Washington 99220-3727

**UTILITY EASEMENT**

In exchange for One Dollar (\$1.00), the receipt of which is hereby acknowledged, **City of Spokane**, a Washington municipal corporation, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor's Parcel #'s 35185.0041, 35185.0077, 35184.0069, and 35185.0076 located in the Northeast Quarter (NE1/4), Northwest Quarter (NW1/4), Southwest Quarter (SW1/4), and Southeast Quarter (SE1/4) of Section 18, Township 25 North, Range 43 East Willamette Meridian., in Spokane County, State of Washington, legally described in **EXHIBIT "A"** (the "Property"), and by this reference is incorporated into this easement, subject to the terms and conditions set forth below.

1. **PURPOSE.** Subject to the terms and conditions set forth herein, Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace electric transmission, electric distribution, natural gas and communication lines together with all related appurtenances ("Facilities") on, over, under, along and across the property, **which is shown on the attached map marked EXHIBIT "B" (the "Easement Area"), and by this reference is incorporated into this easement;** provided, the rights and easement granted hereunder shall not interfere with Grantor's use of the property. The easement may not be used for any other purpose without Grantor's express written consent which Grantor may withhold for any reason.

2. **ACCESS AND DAMAGE.** Grantee shall have the right of access over and across the Property/Easement Area and the adjoining property of the Grantor, provided the Grantee repairs any damage, makes reasonable attempt to restore the affected area to its original or natural state, as close as reasonably possible, to Grantor's reasonable satisfaction, or compensates the Grantor for any damage to said properties as a result of such access. Grantee shall not commence any construction, reconstruction, installation, upgrade, relocation, replacement, repair, or maintenance of Facilities under this Easement without first obtaining approval of the Director of the Spokane Parks and Recreation Department (the "Director") except in the event of emergency which necessitates Grantee's immediate occupancy of the Easement Area to affect repairs or maintenance, in which event Grantee will make a reasonable effort to notify the Director of any repair and maintenance as soon as feasibly possible. Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with all applicable standards, laws, statutes, ordinances, orders, rules, regulations, and requirements of governmental agencies, offices, and boards having jurisdiction. If the enactment or enforcement of any law, ordinance, regulation or code requires any change to the Facilities, Grantee shall promptly make all such changes at no cost to Grantor.

3. **CLEARING AND MAINTENANCE.** Subject to the conditions set forth herein, and further subject to compliance with the requirements of the City of Spokane's Urban Forestry Program (SMC 12.02.900 through .958),

Grantee may cut, trim and remove brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the reasonable opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could unreasonably interfere with the exercise of Grantee's rights as granted herein. Provided, Grantee shall reimburse the City for the value of any trees that are removed pursuant to this easement. The value of said trees shall be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture. Grantee shall make a reasonable effort to notify the Director prior to cutting, trimming and/or removing any brush, branches and/or trees from the Easement Area or Grantor's adjoining property. Grantee may not cut, trim, and/or remove any trees without the Director's advance written approval, except in the event of an emergency which necessitates Grantee's immediate cutting, trimming, and/or removal of a tree, in which event Grantee will make reasonable efforts to notify the Director as soon as feasibly possible.

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not unreasonably conflict or interfere with the Grantee's rights herein. Grantor agrees that it will not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that would interfere with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws; provided, if Grantor reasonably determines that any of Grantee's Facilities conflict or interfere with Grantor's plans for the Property/Easement Area, and said plans are shown to be for the direct benefit of the public, Grantee shall relocate such Facilities at no cost or expense to Grantor. Grantee shall not be required to relocate the same facilities more than once in any five (5) year period.

5. **AS-BUILTS OF EXISTING FACILITIES.** Within sixty (60) days of receipt of a written request from the City, Avista shall provide the City with GIS mapping or similar rendering showing the approximate location of Avista's existing facilities within the Easement Area which mapping or rendering shall be marked **EXHIBIT "C"** and attached to this Utility Easement, and by this reference incorporated thereto (the **"Existing Facilities"**). Grantor may re-record this Utility Easement with Exhibit "C" added thereto, and upon recording, the Easement Area shall be deemed to be confined to the actual location of the Existing Facilities.

6. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

7. **INSURANCE.** Grantor requires Grantee to secure a \$1,500,000.00 General Liability Coverage Policy of insurance naming Grantor as an additional insured. Grantor understands and is aware that Grantee is self-insured in an amount equal to \$1,500,000.00 general liability coverage, which is acceptable to Grantor as meeting the insurance requirement for this easement. Grantee shall provide the city with a certificate naming the City of Spokane as an additional insured under said self-insurance with respect to the matters set forth in this easement.

8. **HAZARDOUS MATERIALS.** Grantee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the Easement Area or Grantor's adjacent property. For the purpose of this paragraph, hazardous substance shall include but are not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 70 and the regulations promulgated pursuant to the above cited laws.

9. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.



**GRANTEE**  
**Avista Corporation**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**  
**Of the Property**

**Parcel # 35185.0041**

All that certain property owned by the City of Spokane as of the date this easement is signed, known as Riverfront park in a portion of the Southwest Quarter of Section 18, Township 25 North, Range 43 East Willamette Meridian, situate in the City of Spokane, County of Spokane, State of Washington; Said property being bounded to the South by Spokane Falls Boulevard; also being bounded to the North by the Spokane River; also being bounded to the West by the East line of Block 14 of Resurvey and Addition to Spokane Falls, as extended Northerly to the South Bank of the Spokane River.

AND; all that certain property owned by the City of Spokane as of the date this easement is signed, known as Riverfront park in a portion of the Southeast Quarter of Section 18, Township 25 North, Range 43 East Willamette Meridian situate in the City of Spokane, County of Spokane, State of Washington; Said property being bounded to the South by Spokane Falls Boulevard; also being bounded to the North by the Spokane River; also being bounded to the East by Division Street;

ALSO being bounded to the South by the following described parcel:

A PORTION OF HAVERMALE'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 148, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SAID SPOKANE FALLS BOULEVARD, 712.00 FEET TO THE SOUTHWEST CORNER OF SPOKANE FALLS COURT;  
THENCE NORTH 02°50'49" WEST, ALONG THE WEST LINE OF SAID SPOKANE FALLS COURT AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 157.95 FEET (REC. 158.00 FEET);  
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SPOKANE FALLS COURT AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD, 32.51 FEET (REC. 32.50 FEET);  
THENCE NORTH 10°19'39" WEST, 10.14 FEET (REC. 10.08 FEET);  
THENCE NORTH 12°34'07" WEST, 10.14 FEET;  
THENCE NORTH 14°30'20" WEST, 10.21 FEET;  
THENCE NORTH 15°36'04" WEST, 10.25 FEET;  
THENCE NORTH 16°24'59" WEST, 10.23 FEET;  
THENCE NORTH 18°01'49" WEST, 10.36 FEET;  
THENCE NORTH 20°55'29" WEST, 10.51 FEET;  
THENCE NORTH 25°56'46" WEST, 10.87 FEET;  
THENCE NORTH 24°58'06" WEST, 3.82 FEET;  
THENCE NORTH 02°50'49" WEST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 48.01 FEET (REC. 47.95 FEET);  
THENCE NORTH 35°58'22" EAST, 10.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 33°45'06" EAST, A DISTANCE OF 25.00 FEET;  
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°08'53", AN ARC DISTANCE OF 13.15 FEET TO A POINT 742.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 301.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 02°50'49" WEST, 12.00 FEET;  
THENCE NORTH 35°58'22" EAST, 67.76 FEET;  
THENCE NORTH 42°07'28" EAST, 40.45 FEET;  
THENCE NORTH 56°26'07" EAST, 68.56 FEET;  
THENCE SOUTH 31°58'44" EAST, 47.24 FEET (REC. 47.23) FEET TO A POINT 895.01 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 388.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 87°05'15" EAST, 730.36 FEET (REC. 730.38 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;

THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE 77.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 03°05'15" EAST, A DISTANCE OF 195.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°23'12", AN ARC DISTANCE OF 106.82 FEET TO THE BEGINNING OF A REVERSE CURVE THE RADIUS OF WHICH BEARS NORTH 34°28'27" WEST, A DISTANCE OF 150.00 FEET;

THENCE ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 18°18'01", AN ARC DISTANCE OF 47.91 FEET TO A POINT 145.71 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET AND 418.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;

THENCE SOUTH 87°05'15" WEST, PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, 251.29 FEET TO A POINT 397.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET;

THENCE NORTH 03°05'15" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, 130.46 FEET;

THENCE NORTH 80°44'15" EAST, 84.09 FEET;

THENCE NORTH 84°21'00" EAST, 176.33 FEET;

THENCE NORTH 80°36'00" EAST, 86.86 FEET;

THENCE NORTH 82°33'30" EAST, 51.06 FEET (REC. 51.05 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;

THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 26.40 FEET;

THENCE SOUTH 73°18'46" WEST, 19.39 FEET;

THENCE SOUTH 63°12'14" WEST, 32.63 FEET;

THENCE SOUTH 72°13'24" WEST, 20.32 FEET;

THENCE SOUTH 82°06'10" WEST, 21.05 FEET;

THENCE SOUTH 85°05'30" WEST, 53.94 FEET;

THENCE SOUTH 85°36'01" WEST, 37.38 FEET;

THENCE SOUTH 81°27'48" WEST, 91.18 FEET;

THENCE SOUTH 81°28'18" WEST, 27.40 FEET;

THENCE SOUTH 81°39'06" WEST, 28.26 FEET;

THENCE SOUTH 81°22'21" WEST, 31.57 FEET;

THENCE SOUTH 82°48'52" WEST, 24.37 FEET;

THENCE SOUTH 79°50'33" WEST, 22.96 FEET;

THENCE SOUTH 81°13'51" WEST, 9.30 FEET;

THENCE SOUTH 83°01'55" WEST, 74.81 FEET;

THENCE SOUTH 82°41'31" WEST, 46.90 FEET;

THENCE SOUTH 82°54'44" WEST, 68.90 FEET;

THENCE SOUTH 86°30'10" WEST, 50.81 FEET;

THENCE SOUTH 88°24'39" WEST, 51.00 FEET;

THENCE NORTH 89°55'42" WEST, 31.12 FEET;

THENCE SOUTH 89°19'43" WEST, 29.16 FEET;

THENCE SOUTH 87°35'15" WEST, 28.09 FEET;

THENCE SOUTH 82°33'35" WEST, 29.40 FEET;

THENCE SOUTH 72°57'28" WEST, 5.64 FEET;

THENCE SOUTH 63°30'04" WEST, 4.49 FEET;

THENCE SOUTH 62°26'42" WEST, 23.20 FEET;

THENCE SOUTH 62°23'20" WEST, 27.23 FEET;

THENCE SOUTH 76°42'03" WEST, 41.02 FEET;

THENCE SOUTH 71°49'34" WEST, 46.60 FEET;

THENCE SOUTH 41°58'06" WEST, 41.14 FEET;

THENCE SOUTH 42°05'55" WEST, 101.61 FEET;  
THENCE SOUTH 42°02'23" WEST, 50.88 FEET;  
THENCE SOUTH 42°06'30" WEST, 62.27 FEET;  
THENCE SOUTH 60°16'28" WEST, 2.58 FEET;  
THENCE SOUTH 42°00'29" WEST, 42.09 FEET;  
THENCE SOUTH 41°59'51" WEST, 83.72 FEET;  
THENCE SOUTH 87°05'09" WEST, 50.65 FEET;  
THENCE SOUTH 86°58'38" WEST, 109.39 FEET;  
THENCE SOUTH 87°06'04" WEST, 138.61 FEET;  
THENCE NORTH 69°30'57" WEST, 15.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO  
THE LEFT THE RADIUS OF WHICH BEARS SOUTH 79°07'08" WEST, A DISTANCE OF 14.93 FEET;  
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 232°50'37", AN ARC  
DISTANCE OF 60.68 FEET;  
THENCE SOUTH 03°07'55" EAST, 19.91 FEET;  
THENCE SOUTH 00°46'51" WEST, 3.96 FEET;  
THENCE SOUTH 42°06'21" WEST, 75.74 FEET TO THE EAST RIGHT OF WAY LINE OF WASHINGTON  
STREET;  
THENCE SOUTH 02°50'49" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 141.20 FEET TO THE  
POINT OF BEGINNING.

EXCEPT ANY PORTION OF DEEDED TO STATE OF WASHINGTON ON MARCH 13, 1990, RECORDED  
APRIL 9, 1990 UNDER AUDITOR'S FILE NO. 9004090075, IN SPOKANE COUNTY, WASHINGTON, FOR  
STATE ROUTE #2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

AND EXCEPT ALL THAT PORTION CONDEMNED BY CAUSE NO. 91201392-1, SUPERIOR COURT OF  
THE STATE OF WASHINGTON, IN AND FOR SPOKANE COUNTY, WASHINGTON FOR STATE ROUTE  
#2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

Known as parcel number 35184.0001;

EXCEPT, any Avista owned property as of the date this easement is signed.

**Parcel # 35185.0077**

All that certain property owned by the City of Spokane as of the date this easement is signed, being a portion of the  
Northeast Quarter and a portion of the Southeast Quarter of Section 18, Township 25 North, Range 43 East  
Willamette Meridian, situate in the City of Spokane, County of Spokane, State of Washington; Said property being  
bounded to the South by the Spokane River; also being bounded to the East by Washington Street; also being  
bounded to the North by Mallon Street and Parcel's A and C under Statutory Warranty Deed recorded under  
Auditor File Number 4483487 in the records of the Spokane County Auditor, State of Washington; also being  
bounded to the West by a certain parcel of land owned by Spokane Federal Credit Union as of the date this  
easement is signed, also known as parcel number 35181.0003.

EXCEPT, any Avista owned property.



Parcel # 35185.0076

That parcel or tract of unplatted land situated in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, on the island between the North and middle channels of the Spokane River, described as follows:

Commencing at the City Engineer's Monument, a cross on a steel pin, which is the center of said Section 18; thence South  $89^{\circ}39'$  East a distance of 299.85 feet on the north line of the Northwest Quarter of the Southeast Quarter to the intersection of the center line of Howard Street; thence South  $10^{\circ}24'30''$  West a distance of 211.32 feet on the center line of Howard Street; thence at right angles North  $79^{\circ}35'30''$  West 30 feet to a point marked by cross in concrete on the West line of Howard Street, which point is the true point of beginning; thence South  $54^{\circ}52'$  West 108.85 feet to a point which bears North  $33^{\circ}35'$  West 152.86 feet from the City Engineer's Monument located in center of Howard Street about 18 feet north of the north end of the bridge over the middle channel of the Spokane River; thence South  $53^{\circ}49'$  West 73.03 feet to a point marked by iron pin; thence South  $66^{\circ}34'$  West 76.71 feet; thence North  $77^{\circ}38'$  West 85.82 feet to a point marked by cross in rock; thence South  $71^{\circ}38'$  West 160.82 feet to a point marked by iron pin; thence South  $27^{\circ}20'$  West 86.06 feet to a point marked by hole in rock; thence South  $1^{\circ}09'$  East 54.47 feet to a point marked by iron pin; thence South  $73^{\circ}40'$  East 45.51 feet to a point marked by iron pin; thence North  $84^{\circ}10'$  East 121.13 feet to a point marked by iron pin; thence North  $78^{\circ}44'$  East 138.81 feet to a point marked by iron pin; thence North  $75^{\circ}59'$  East 165.50 feet to a point on the West line of Howard Street marked by iron pin; thence following the West line of Howard Street North  $1^{\circ}55'$  West 45.45 feet to the angle point in Howard Street marked by cross in concrete; thence North  $10^{\circ}24'30''$  East 190.86 feet to the place of beginning.

Also known as parcel number: 35185.0076

EXCEPT any Avista owned property.

Parcel Number 35184.0069

**THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 476.59 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE SOUTH 87°37' EAST 24.67 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 2°38' EAST 163.74 FEET;  
THENCE NORTH 76°21'30" EAST 98.34 FEET;  
THENCE SOUTH 50°18' EAST 21.74 FEET;  
THENCE NORTH 67°51'30" EAST, 75.71 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF HOWARD STREET;  
THENCE SOUTH 1°55' EAST ALONG THE WEST LINE OF HOWARD STREET 226.78 FEET;  
THENCE NORTH 42°41' WEST 8.55 FEET;  
THENCE NORTH 78°06' WEST 66.72 FEET;  
THENCE NORTH 87°37' WEST, 126.52 FEET TO THE TRUE POINT OF BEGINNING;**



## Berger Partnership Task 2B#

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Berger Partnership has submitted per our request a proposal for tasks 2B, this includes:

\$ 36,173.00	Riverfront Park Site Design Guidelines
\$ 15,000.00	Park Wide Irrigation Standards and Implementation Plan
\$70,100.00	Riverfront Park Electrical Consolidation Guidelines
\$83,050.00	Navigation and Wayfinding Guidelines
\$206,400.00	South Bank – Loeff Site Design: 100% Design and Observation of Construction
\$480,000.00	North Bank: 100% Design and Construction Observation Services
\$30,000.00	Wheels/Skate Facility 30% Design
\$40,000.00	Project Management
<u>\$20,000.00</u>	Reimbursable
<b>\$980,723.00</b>	

Total contract amount Nine Hundred Eighty Thousand Seven Hundred Twenty Three and No/Dollars \$980,723.00.

RIVERFRONT PARK REDEVELOPMENT PROJECT  
Design of Public Spaces and Park Grounds – Berger Partnership  
May 11, 2016 – Contract Amendment – Task 2-B

**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. 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 PMT.

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of NINE HUNDRED EIGHTY THOUSAND SEVEN HUNDRED TWENTY THREE AND 0/100 DOLLARS (\$980,723.00).

The scope for Early Design and Management (Task 1) has been authorized and completed, and work in Task 2-A is underway. This Contract Amendment is for Task 2-B design work as defined below as directed by the City of Spokane PMT. Future work in this contract 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 AND GENERAL ASSUMPTIONS:**

Definitions remain as defined in the Task 1 contract, with the following additions.

1. **Public Outreach and Presentations:** Communication and events intended to reach into the broader community beyond Park Staff and decision makers to communicate about the project.
2. **30% Documents:** 30% Plan documents build on design to date (per 2/16/2016 design presentation). They are considered a combined SD and DD submittal and are developed for the purpose of CUP permitting requirements, establishing cost estimates, and developing geometric alignments for hardscape, softscape, preliminary grading, lighting, major infrastructure, architectural, and design features that require additional coordination for engineering needs. Plans are prepared to a level of detail as required to generate 30% Cost Estimates and identify elements defined in the design guidelines. No specifications will be provided in this set of documentation. Parks/Stakeholder review of the 30% design is to focus on reconciling project cost estimates with budget and a honing of the design.

**a. Landscape Architecture and Urban Design:**

- i. Site Paving and Materials Plans: Identifying preliminary layouts, limits and materials as required to generate preliminary quantities.
- ii. Site Furnishing Plans: Identify tentative locations and quantities of site furnishings (stock and custom furnishings). Preliminary details of select custom furnishings may be included.
- iii. Planting Plans: Hatched identification of limits of planting typologies (including restoration areas), specific trees, and representative plant lists of typologies.
- iv. Irrigation Plans: Identify all areas to be irrigated, hatched identification of irrigation types (no head or pipe layout), potential mainline locations, controller locations, and point of connection recommendations/ options.
- v. Written narrative as required to support and provide background to the 30% Design Package.

**b. Civil:**

- i. Demolition Plans: High-level plans and annotations that identify limits and types, and key concerns relative to demolition. Preliminary plans and design narrative to include major removals, construction access, and temporary erosion/sedimentation control.
- ii. Utility Plans: Plans with annotations identifying site-specific needs for electrical, sewer, water drainage, stormwater strategies, and potential service tie-ins (supporting Utility Guidelines package). Preliminary plans and design narrative to include water, sewer, and power and gas infrastructure. Geotechnical site characterization studies must be in hand prior to commencing 30% design. No 3D modeling of existing or proposed ground surfaces; approximate excavation quantities will be estimated by hand calculation. Pressure systems for sanitary or storm sewers are not anticipated, so the design of these are not included at this time.
- iii. Grading Plans: Preliminary grading including approximate contours, critical slopes, drainage basins, cut/fill, calculations as required for permit needs. Grading plans will display ADA compliance for pavements, trails, and access to facilities in the park.
- iv. Written narrative as required to support and provide background to the 30% Design Package.
- v. Right of Way Plans: No work in the right of way is anticipated that requires separate documentation or permitting.

**c. Architectural Design**

- i. As noted in project-specific scopes.

**d. Wayfinding**

- i. Wayfinding Plans: Identify locations for “kit-of-parts” elements for wayfinding guidelines (in combination with furnishings sheets).

- ii. Electrical documentation will carry all lighting layout and infrastructure with light fixtures being reflected in the Landscape Architecture and Urban Design Plans
- e. **Electrical Design**  
30% electrical schematic concept, lighting design with photometrics analysis.
- f. **30% Cost Estimation:** Consultant team to provide per-square-foot costs, unit pricing, and allowances for design elements in 30% Design.
- 3. **60% Plans and Specs:** The 60% Plans phase will be initiated once all comments and approvals of the 30% are provided in a consolidated format through the City PMT. The 60% includes all sheets/plans from 30% with the addition of increased detail and written, separately bound specifications (developed per CSI standards) for all scoped areas. Parks/Stakeholder review of the 60% package is to focus on reconciling project cost estimates with budget and a honing of constructability and material issues, major redesign (Revised geometries and addition of new design elements) is not part of the 60% review, having been provided at 30%.
  - a. **Landscape Architecture & Urban Design:**
    - i. Finalizing all design and coordination issues prior to 90% construction documentation. Materials, lighting, planting design development will be confirmed via City review process and details for flatwork, walls, furnishings, lighting, and custom items will be developed to a coordination level for City and other consulting firms as needed.
  - b. **Civil:**
    - i. Demolition Plans: Documentation of confirmed major removals, construction access, and temporary erosion/sedimentation control.
    - ii. Utility Plans: Plans with annotations identifying site-specific needs for electrical, sewer, water drainage, stormwater strategies, and potential service tie-ins (supporting Utility Guidelines). Utility sheets will show key elevations in plan view – profiles will not be produced. Exclusions and assumptions noted in 30% above apply to this level of documentation.
    - iii. Grading Plans: Preliminary grading including approximate contours, critical slopes, drainage basins, cut/fill, calculations as required for permit needs. Grading plans will display ADA compliance for pavements, trails, and access to facilities in the park. Approximate excavation quantities will be estimated by hand calculation. Exclusions and assumptions noted in 30% above apply to this level of documentation.

- c. **60% Cost Estimation:** Consultant team to provide per-square-foot costs and allowances for design elements in 60% Design.
  - d. **Structural Design:** Structural design is limited to site elements only. Footing design, play structure design review (standard elements only), pavement sections based on City-provided geotechnical analysis, stairs and railings, and retaining walls below 5 feet in height. Major structures or custom elements that require significant engineering (beyond 8 total hours at each phase) will be considered an additional service.
  - e. **Electrical:**
    - i. Develop full Electrical Construction Documents for Site Features (excluding Skate/Wheels Facility and Architectural elements)
- 4. **90% Plans and Specs:** The 90% Plans are developed based on final approval from City of Spokane on 60% Plans. Plans will be developed to meet City of Spokane standard 90% Plans, permitting needs, and approval requirements with the noted exclusions and assumptions at 30% level documentation applying from above. Full specifications will be provided in CSI format as required to supplement the plans. Cost estimation will be provided by the City PMT team. Review comments at the 90% milestone are to be limited to QA/QC issues of life safety, local code compliances, and constructability. Changes to the plans/designs at 90% as a result of additional design review process will be considered an additional service. Cost estimation will be provided updating previous costs to reflect the 90% level of design detail.
- 5. **Bid Plans, Specifications and Estimate:** Any updates based on comments from the City review of the 90% submittal will be incorporated into an electronic deliverable of the signed-and-sealed, bid-ready plans, contract documents and cost estimate.
- 6. **Bid Assistance & Construction Observation:**
  - a. **Bid Assistance:** Attendance of consultant management team (landscape and civil) at Pre-bid meeting. City PMT to facilitate and lead meeting, prepare all printed materials for contractor, and document results of meeting. Consultant shall respond to request for information and provide addendum and conform documentation electronically to clarify or respond appropriately to any formal RFIs during the bid process. Addendums that include additional design elements will be considered an additional service.
  - b. **Construction Observation:** Consultant team shall provide support for site elements of bid documentation during the construction process. City PMT or selected consultant shall lead the construction administration process and facilitate all meetings, coordination of change orders, submittals, and RFI documentation. Consultant shall be responsible for special observations, response to RFIs, review of submittals, field reports

and site-only punch list during construction as noted per task. Consultant team will utilize documentation methodologies of their choosing.

7. **Environmental Permitting:** Environmental Permitting is to be led by a separate subconsultant. Work included in this contract is limited to providing supporting documentation and narrative only as related to scope of work herein (Looff and North Bank Design).

## **DETAILED SCOPE OF WORK**

**2.0 B.1 Riverfront Park Site Design Guidelines:** Key design team members will participate in a workshop to define:

- Paving hierarchy (paving materials and finishes)
- Furnishings (benches, bollards, bike racks, trash/recycle, etc.)
- Vertical construction (stairs, cliff stairs, fencing, railing, etc.)
- Planting (prototypical plant palettes in list form as anticipated for the park).
- Mulches (options and locations)
- Boardwalk/bridge paving (wood, grating, decking, etc.)
- Possible emerging color palette
- Parks may provide additional guidance on O&M products desired in the guideline (graffiti proofing, etc., for the team to incorporate into the document).

Information will be provided in matrix form to the degree of detail possible for the stage of design. The matrix will be updated as design development moves forward with more detail in the future (in particular with design of the promenade). Guidelines will be provided in matrix form that describe materials, finishes, character images and, upon selection, provide specific manufacturers data with digital (web) links. This deliverable is a tool to become a living document to guide future design in the current bond package and beyond. It is not packaged for public presentation. Guidelines include (2) review cycles with Parks O&M staff for comments and editing.

### **Deliverables for Task:**

- (1) Design Guidelines Matrix, with materials notes. Matrix will be 8-1/2 x 11 three-ring binder or equal as determined by the consultant and provided in PDF form.

### **Meetings for Task:**

- Draft Site Guidelines (Parks, Maintenance teams)
  - (1) Work Sessions with Consultant Team
  - (2) Document-review meeting with Park staff



Cost/Fee: \$36,173.00

**2.0 B.2 Park Wide Irrigation Master and Implementation Plan:** Development of a Park Irrigation Plan (schematic), including existing and planned future POC and mainline routing, mainline isolation options, zoning assumptions and zoning demands, proposed systems and controls. Plan to include phased implementation plan for work to be completed as integral and related to plan Riverfront Park bond projects, additional irrigation specific work recommended for completion with Riverfront Park bond funding, and incorporation of future unfunded improvements with new irrigation infrastructure. A phasing plan for installation and routing as the park moves through construction may be included based on best available information. The Plan will build on the existing AHBL irrigation guidelines and study developed to date and will be based on site meetings with Park staff.

Deliverables for Task:

- (1) Full-Park Irrigation Plan (hardcopy and digital)
- (1) Full-Park Phasing Plan (hardcopy and digital)
- Details and close-up plans as required (determined by consultant), (hardcopy and digital)

Meetings for Task:

- (2) Work Sessions with Park staff

Cost/Fee: \$15,000.00

**2.0 B.3 Riverfront Park Electrical Consolidation Guidelines:** Review the McKinstry pre-design study to confirm assumptions, understand program needs for electrical and telecommunications. Work with the master utility guidelines effort to determine, integrate, and document anticipated electrical needs and upgrades for the park. Work to include identification of select (limited) locations and electrical needs for festivals and events (to be incorporated into future site-specific projects).

Deliverables for Task:

- Master Electrical Plan describing existing and proposed systems and a needs-and-demand analysis per confirmed programming.
- Master Telecommunication/City IT Plan describing existing and proposed system and a needs-and-demand analysis per confirmed programming.
- Phasing Plan for implementing the electrical and telecommunications systems identified in the utility plan

Meetings for Task:

- (3) Design Workshops with Berger Partnership

- (8) Utility Infrastructure Coordination Meetings with CH2M (with Park and Avista staff)

Cost/Fee: \$70,100.00

**2.0 B.4 Navigation and Wayfinding Guidelines:** The Identity Plan and Wayfinding Plan are (2) different and complementary reports that will result in the development of wayfinding details implemented in each respective construction phase and sufficient to guide future (not currently funded) or planned projects.

- The Identity Plan outlines our understanding of Riverfront Park, its contexts, needs, and history. This document will be based on “on the ground” research, and contact and communication with stakeholders. It will address the idea of park identity and explore what constitutes the park as a landscape, a public amenity, and a repository for art. The understanding gained from this research and study will form the basis of the wayfinding and the potential (not currently in contract) interpretive and branding project that could follow.
- The Wayfinding Plan involves developing a complete wayfinding system for the new Riverfront Park including a functional system of waypoint and destination signage, physical design of wayfinding elements including fonts, colors and symbols, as well as developing other wayfinding elements. The wayfinding system, a “kit of parts,” will be designed to be adaptive and carry elements of interpretation and history and take the wider context into account. Recommendations for selected construction signage reflecting the unique identity of Riverfront Park will be included as an opportunity to test the identity and wayfinding plans.

Deliverables for Task:

- (1) Identity Plan – a Multi-page PDF document exploring and analyzing the potential of Riverfront Park in terms of its identity: past, present, and future.
- (1) Wayfinding Plan – an 11 x 17 Bound hardcopy (or equal as determined by the consultant) and PDF detailing a system for wayfinding within Riverfront Park including signs, symbols, physical carriers, scope for interpretive elements, and subjective wayfinding elements. The plan will be of sufficient detail to convey detailing of elements to be implemented in future capital projects.
- (1) Large-Scale Park Wide Plan identifying recommended wayfinding locations (subject to future installation in conjunction with future site-specific projects).

Meetings for Task:

- (3-4) Meetings with selected stakeholders and Riverfront Park committees to understand soul and character of place.
- (2) Work Sessions/Site Meetings with Consultant Team
- (2) Document Review Meetings/Presentations with Park Staff and Riverfront Park committees

Cost/Fee: \$83,050.00

**South Bank Map**



**2.0 B.5 South Bank – Loeff Site Design: 100% Design and Construction**

Observation Services for the Loeff area (see limits above). Design is based on the 2/16/2016 design milestone to be further developed based on subsequent presentations with NAC Architecture to both the Design Steering Committee (DSC), and Spokane Design Review Board (DRB). Design will be developed to target the stated site work budget of a \$1.7 million Construction Contract Amount (CCA) including taxes and contingencies. Design, bidding and construction schedule will match that of the Loeff project (upon adoption of this scope of work).

- 30% Design Submittal (June 17, 2016)
  - Submittal of a design package consistent with the Definitions and General Assumptions
- 60% Design Submittal

- In order to match the schedule and review milestones of the accelerated Loeff project. Informal reviews with Parks staff in meetings will be conducted.
- 90% Design Submittal (October 10, 2016)
  - Submittal of a design package consistent with the Definitions and General Assumptions
- 100% Design Submittal (November 14, 2016)
  - Submittal of a design package consistent with the Definitions and General Assumptions
- Bid Administration
  - Submittal of a design package consistent with the Definitions and General Assumptions
- Construction Observation
  - Submittal of a design package consistent with the Definitions and General Assumptions

Deliverables for Task:

- 30%, 90% and 100% design packages

Meetings for Task:

- (1) Schematic Design review with “ad-hoc” design review group
- (1) 30% design presentation to “ad-hoc” design review group and Riverfront Park committee.
- (2-3) internal meetings with Parks PMT in conjunction with already scheduled project management site visits.
- (1) Pre-bid Meeting
- (3) “Special Observations” trips by Berger
- Up to (10) “Special Observation” trips by Spokane-based team members.

Project-Specific Assumptions and Exclusions:

- Design work in this contract is to be combined into a single bid package to be managed by NAC Architecture as part of the Loeff Carousel project.
- Design work in this scope is limited to work directly related to the Loeff project and within the Loeff project budget. Park-wide utility upgrades identified in the utility plan, including a new water line through this site, are not included in the scope. (These items can be added to this scope of work upon the request of the City PMT.)
- Contract procurement (bidding) is to be managed by the City.
- City PMT to lead construction administration, observation and special inspections with work herein limited to “special observations.”

- Any further reviews or stakeholder meetings not specifically identified above will be part of the Project Management scope defined below.

Cost/Fee: \$206,400.00

## North Bank Map

### 2.0 B.6 North Bank: 100% Design and Construction Observation Services for the



NORTH BANK - LIMIT OF WORK

North Bank (see limits above). Design is based on the 2/16/2016 design milestone to be further developed based on subsequent presentations to both the Design Steering Committee (DSC), and Spokane Design Review Board (DRB). Design will be developed to target the stated site work budget of a \$4 million Construction Contract Amount (CCA). Design, bidding and construction schedule are to be honed for an anticipated summer 2017 bidding.

- 30% Design Submittal
  - Submittal of a design package consistent with the “Definitions and General Assumptions” above
  - Development of the 2/16/2016 schematic design as required to move the project from the current \$6.5 million - \$7.5 million schematic cost estimate to the \$4 million CCA budget. Design elements beyond the CCA budget will be developed only as required to guide the current \$4 million North Bank project.
- 60% Design Submittal

- Submittal of a design package consistent with the Definitions and General Assumptions
  - Only work within the \$4 million CCA will be forwarded to the 60% design level and beyond.
- 90% Design Submittal
  - Submittal of a design package consistent with the Definitions and General Assumptions
- 100% Design Submittal
  - Submittal of a design package consistent with the Definitions and General Assumptions
- Bid Administration
  - Submittal of a design package consistent with the Definitions and General Assumptions
- Construction Observation
  - Submittal of a design package consistent with the Definitions and General Assumptions

Deliverables for Task:

- 30%, 60%, 90% and 100% design packages.

Meetings for Task:

- (1) Schematic Design review with “ad-hoc” design review group
- (1) 30% design presentation to “ad-hoc” design review group and Riverfront Park committee.
- (2-3) internal meetings with City PMT in conjunction with already scheduled project management site visits.
- (1) Pre-bid Meeting attendance
- (3) “Special Observations” trips by Berger
- Up to (10) “Special Observation” trips by Spokane-based team members.

Project-Specific Assumptions and Exclusions:

- Design work in this scope is limited to work directly related to the North Bank project limits and project budget. Park-wide utility and infrastructure upgrades, including a new lighted intersection on Washington Street, are not included in the scope. (These items can be added to this scope of work upon the request of the City PMT)
- No right-of-way improvements, engineering design, or documentation is included in the scope of work. Coordination with City Engineering departments for any right-of-way improvements will be considered part of the Project Management scope defined below.
- Contract procurement (bidding) is to be managed by the city.



- City PMT to lead construction administration, observation and special inspections with work herein limited to “special observations.”
- Any further reviews or stakeholder meetings not specifically identified above will be part of the Project Management scope defined below.
- An allowance of \$4,000 is included to engage NAC Architecture for high-level design considerations such as rough order of magnitude (ROM) and broad SF cost options for renovation of any existing structures or development of new structures for the master plan identified pavilion. No Architectural Scope for the development of the future pavilions included in this scope of work and a pavilion is not assumed to be within the \$4 million CCA.

Cost/Fee: \$480,000.00

## Wheels/Skate Facility Map

RIVERFRONT PARK SKATEPARK LAYOUT - MAY 6TH, 2016



**2.0 B.7 Wheels/Skate Facility 30% Design:** 30% Design (Concept Design) for geometry, grading, layout, for Wheels Facility of approximately 8,500 square feet or less. Scope includes outreach to the skate community and design integration (experience, grading and stormwater) with the North Bank design. Design will be developed to target a range from \$400,000 - \$900,000 (dependent on future funding). Design schedule is anticipated to run

concurrent with North bank design, with no defined schedule or scope after the 30% design.

Deliverables for Task:

- 30% design package

Meetings for Task:

- Up to (3) Outreach Workshops with the skate community

Cost/Fee: \$30,000.00

**2.0 B.8 Project Management:** An allowance has been established for Project Management tasks during Task 2-B Scope of Work. These tasks 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. Scope items include:

- Berger PMT Allowance: Tasks related to management issues beyond specific defined CCA funded projects (a.k.a, “the gaps” between construction projects)
- PMT meeting attendance: Attend bi-weekly City PMT all-consultant meetings.
- Artist engagement and coordination, including artist selection process
- Stakeholder meetings beyond any specifically noted above
- Outreach events beyond any specifically noted above
- Tribal engagement

Project-Specific Assumptions and Exclusions:

- Environmental permitting (CUP) is not included in this budget and is to be completed and documented by other consultants or City PMT.

Allowance: \$40,000.00

**Reimbursable Allowances**

1. **Typical reimbursable:** May include, but not limited to, printing, reprographic expenses, CAD plots, supplies, and materials.
2. **Travel reimbursable:** Travel is typically same-day travel and occasional multi-day visits. Reimbursable may include airfare, vehicle mileage, rental car, meals, and lodging in conformance with city travel reimbursable policy.

Allowance: \$20,000.00





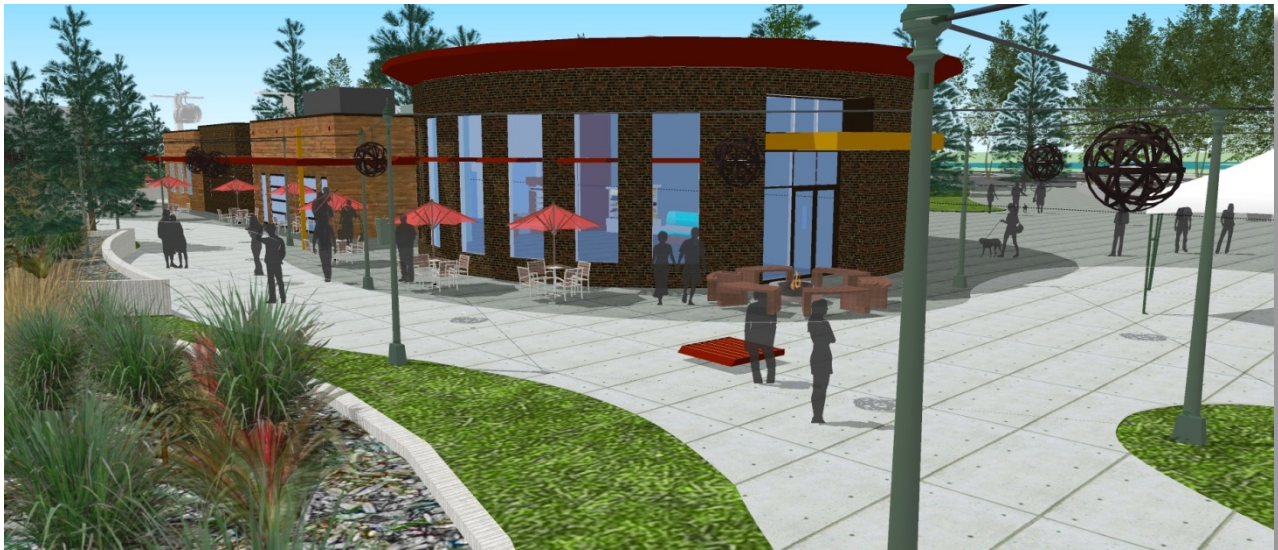
## Value Engineering Options – Recreational Rink & Skyride

- Remove Canopy at the Rotunda.
- Decrease overall height of the rotunda.
- Reduce quantity of windows/glazing.
- Reduce depth of excavation and concrete.
- Apply cost effective exterior Veneers.
- Four-Zone Standard HVAC system.

### Additional Items added and deleted by Ad Hoc Committee

No.	ITEM	COST	REMARKS
1	Add Building North Entry Canopy	\$4,000	
2	Delete Zamboni Canopy	(\$6,000)	
3	Add Interior Garage Doors to Rental Rooms	\$7,000	
4	Delete Glass from Zamboni Room Garage Door	(\$7,000)	
5	Add Enhanced Kitchen w/ Grab-n-Go	\$89,500	
6	Add 100 Amp "Stage Power" at Rink Pond	\$30,000	
7	Add Exterior Power to Cantenary Poles	\$35,000	20 amp circuit at each pole around ribbon/pond & (2) 30-50 amp circuits at north end of pond
8	<b>Estimated total</b>	<b>\$152,500</b>	
9			
10	Additional estimated bond interest	(\$125,000)	Above previously forecasted amount
11	<b>Net Additional Construction Funding</b>	<b>\$27,500</b>	

## Illustrations



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**RIVERFRONT PARK MODERNIZATION  
REC RINK SCOPE ADJUSTMENT  
SPOKANE PARKS AND RECREATION DIVISION**

<b>No.</b>	<b>ITEM</b>	<b>COST</b>	<b>REMARKS</b>
1	Add Building North Entry Canopy	\$4,000	
2	Delete Zamboni Canopy	(\$6,000)	
3	Add Interior Garage Doors to Rental Rooms	\$7,000	
4	Delete Glass from Zamboni Room Garage Door	(\$7,000)	
5	Add Enhanced Kitchen w/ Grab-n-Go	\$90,000	
6	Add 100 Amp "Stage Power" at Rink Pond	\$30,000	
7	Add Exterior Power to Cantenary Poles	\$35,000	20 amp circuit at each pole around ribbon/pond & (2) 30-50 amp circuits at north end of pond
8	<b>Estimated total</b>	<b>\$153,000</b>	
9			
10	Additional estimated bond interest	(\$125,000)	Above previously forecasted amount
11	<b>Net Additional Construction Funding</b>	<b>\$28,000</b>	

**Stantec Architecture**

5/6/2016

			Already Budgeted?	Stantec Recommend to Keep, Add, or Remove	PB Recommend to Keep, Add, or Remove	Estimated Added Cost	Estimated VE Savings Estimated VE Savings	Summer Program	FFE	160511 AD HOC COMMENTS
<b>1</b>	<b><u>Building Canopies</u></b>									
1a	80' South Wall		Y	K	Y		(\$27,500)	?		LEAVE IN
1b	Entry Canopy		Y	K	Y		(\$5,000)	?		LEAVE IN
1c	Zamboni Canopy		N	K	N		(\$6,000)	?		DELETE
1d	North Canopy		N	A	N	\$4,000				ADD
1e	Rotunda Canopy		N	-	AD HOC	\$60,000				LEAVE OUT
<b>2</b>	<b><u>Aluminum Storefront</u></b>									
2a	Increase Glass at Rotunda South Wall		N	K	N	\$40,000				LEAVE OUT
<b>3</b>	<b><u>Observation Deck</u></b>		N		N					LEAVE OUT
3a	Stairs		N	-	N	\$65,000		Partially		
3b	Elevator?		N	-	N	\$90,000		Partially		
3c	Railings		N	-	N	\$35,000		Partially		
3d	Finished Deck Flooring		N	-	N	\$65,000		Partially		
3e	Savings in Roofing		N	-	N	\$0		Partially		
3f	Lighting, Misc. Other		N	-	N	\$35,000		Partially		
<b>4</b>	<b><u>Rink LED Light Show</u></b>		N	A	AD HOC	\$58,000		Partially		LEAVE OUT INVESTIGATE PROVIDING ROUGH-IN
<b>5</b>	<b><u>Exterior Fog Feature</u></b>		N	A	N	\$40,000		Partially		LEAVE OUT
<b>6</b>	<b><u>Garage Doors</u></b>									
6a	Rental Rooms Interior		N	A	N	\$7,000		?		ADD
6b	Rental Rooms Exterior		Y	K	Y		(\$7,000)	?		LEAVE IN
6c	Zamboni Room		Y	K	N		(\$7,000)	?		DELETE
<b>7</b>	<b><u>Kitchen</u></b>									
7a	Original (heated concessions)		N	-	AD HOC					
7b	Added Kitchen		Y	K	AD HOC		(\$90,000)	Partially		
7c	Equipment (FFE)		N	-	AD HOC			Partially	\$50,000	EQUIPMENT TO BE CAPITAL EXPENSE
7d	Enhanced Kitch w/ Grab-n-Go		Y	K	AD HOC		(\$100,000)	Partially		LEAVE IN, STANTEC TO VRY COST IMPACT
7e	Equipment (FFE)		N	-	AD HOC			Partially	\$50,000	EQUIPMENT TO BE CAPITAL EXPENSE
7f	Design Features/Cabinetry		Y	K	AD HOC		(\$35,000)	Partially		LEAVE IN, STANTEC TO VRY COST IMPACT
<b>8</b>	<b><u>Signage</u></b>									
8a	Building Exterior		N	A	R	\$25,000		Partially		PROVIDE STRUCTURAL/ELECT ROUGH-IN
8b	Exterior Directional		N	A	R	\$15,000		Partially		LEAVE OUT
8c	SkyRide		N	A	R	\$15,000		Partially		PROVIDE STRUCTURAL/ELECT ROUGH-IN
8d	Food & Beverage		Y		R			Partially		PROVIDE STRUCTURAL/ELECT ROUGH-IN AT MINIMUM
<b>9</b>	<b><u>Skating Floor Mats (FFE)</u></b>									
9a	Exterior (FFE)		N	A	N				\$36,000	LEAVE OUT, OWNER FFE
9b	Interior (FFE)		N	No	N				\$32,000	LEAVE OUT, OWNER FFE

10	<b>Interior Flooring</b>								
10a	Polished Concrete	Y		Y					REQUIRED IF FLOOR TO BE COVERED?
10b	Rubber Sport Flooring (Omit 9b, if added)	N	Y	N	\$24,000	(\$8,000)			LEAVE OUT, OWNER FFE
11	<b>HVAC</b>								
11a	Basic 4 Zone Rooftop Units	Y	R	AD HOC					REVISED BASE SYSTEM: FOUR ZONES ACCEPTABLE
11b	Basic 4 Zone Rooftop w/ Radiant Floors	N	Y	AD HOC	\$55,000				
11c	Enhanced System	N	-	AD HOC	\$80,000				
12	<b>Sound System w/ mic</b>								
12a	Rink	Y	MUST HAVE		\$0		Partially		PROVIDE ROUGH-IN
12b	Indoors (Need to integrate both)	N	Y	AD HOC	\$9,500		Partially		LEAVE OUT
13	<b>Concert Sound Control (Company Switch)</b>	N	Y	AD HOC	\$30,000		Y		ADD
14	<b>Feature Interior Lighting</b>								
14a	Rotunda	N	YES	AD HOC	\$18,000				LEAVE OUT
15	<b>Air Curtains</b>	N	Y	N	\$6,500				LEAVE OUT
16	<b>Outdoor Canopy Heaters</b>	N	-	N	\$12,000				LEAVE OUT
17	<b>Added General Conditions</b>								OWNER CONTINGENCY ITEM
17a	Winterization (due to schedule)	N	-	Other Budget	\$50-\$150K				
17b	Mobilization / Phasing (other projects)	N	-	Other Budget	\$50K				
18	<b>Key Cards</b>								PROVIDE ROUGH-IN
18a	(by owner - wiring only?)	N	-	RI	\$5,000				
19	<b>Video Cameras</b>								PROVIDE ROUGH-IN
19a	(by owner - wiring only?)	N	-	RI	\$8,000				
20	<b>Panic Button @ Registers</b>	N	Y	RI	\$1,500				PROVIDE ROUGH-IN
21	<b>IT Wiring / Cable Trays</b>	N	Y	RI	\$9,000				PROVIDE ROUGH-IN
22	<b>Wi-Fi</b>	N	Y	RI	\$1,500				PROVIDE ROUGH-IN
23	<b>Fire Sprinklers</b>			RI					
23a	System in Building	Y	MUST HAVE	DEPENDS	\$0	(\$28,000)			
23b	Main from Street to Building	N	-	DEPENDS	\$32,000				
24	<b>Lockers (FFE)</b>	N	Y		\$2,500				OWNER FFE
25	<b>Interior Furniture</b>								OWNER FFE
25a	Tables/Chairs	N	-	LAYOUT	FFE				OWNER FFE
25b	Seats/lockers for skate area	N	-	LAYOUT	FFE				
25c	Rental Room Furniture	N	-	LAYOUT	FFE				
26	<b>Skate Racks (FFE)</b>	N	-	LAYOUT	FFE				OWNER FFE
27	<b>Window Sun Screening Devices</b>								
	Rotunda 4X4	N	Y	DEPENDS	\$9,500				LEAVE OUT

28	<u>Site Lighting</u>	Y			\$150,000				SHOULD NOT BE ON LIST (ESTIMATE ALLOWANCE)
29	<u>Power @ Site / Poles</u>	N	Y	"MUST HAVE"	\$35,000				ADD
30	<u>Art/Monumnet at SkyRide</u>								
30a	(Old Expo Car & Reader)	N	Y	RI	\$1,000				PROVIDE ROUGH-IN
31	<u>Video</u>								PROVIDE ROUGH-IN
31a	Indoor Monitors	N	Y	RI	\$2,000		Partially		
31b	Exterior Monitors	N	Y	RI	\$2,500		Partially		
31c	Reader Boards	N	Y	RI	\$2,000		Partially		
32	<u>SkyRide Mechanics</u>								
32a	Design/Wiring/Hook-Up	N	MUST HAVE		CW				OWNER'S CONTRACTOR TO PULL CABLES/ENERGIZE SYSTEM
32b	Provide Elec. Boxes/PVC Sleeves	Y	-						
32c	Upgrades	N	-		?				
33	<u>Rink Canopy</u>	N	Y	AD HOC	\$60-\$90K		Partially		ADD ALTERNATE
34	<u>Window Coverings</u>	N	Y	N	\$6,500				LEAVE OUT, OWNER FFE





## **Park-wide Permitting Services-CH2M Hill**

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CH2M Hill responded to our RFQ for Park-wide Permitting. Their proposal breaks down the permitting into 4 sections. Sections 1 and 2 are addressed in the Berger contract (previously scoped and completed). Sections 3 and 4 are covered in their proposal. Below is a summary of services.

### **Task of services:**

Task 1: Task management, Coordination and Meetings

Task 2: Environmental Evaluation

Task 3: Environmental Permitting

### **The scope of work includes:**

- Permitting Coordination, Meetings, and Correspondence.
- One (1) State Environmental Policy Act (SEPA) Environmental Checklist (Park wide)
- One (1) Shoreline CUP Application (Park wide)
- One (1) Shorelines Exemption Application (North Channel Bridge and Pedestrian Bridge Improvements)
- One (1) JARPA Application (North Channel, suspension and wooden bridges)

### **The cost for services is:**

2016 \$104,000.00

2017 \$90,000.00

2018 \$76,000.00

**Total: \$270.000.00**

The contract, if approved would continue through December 2018. There will be a stipulation in the Terms & Conditions that the Park Board can move funds at its discretion.

# **RIVERFRONT PARK REDEVELOPMENT:**

## **PARK WIDE PERMITTING SERVICES**

### **EXHIBIT A: CH2M SCOPE OF WORK**

#### **INTRODUCTION**

The City of Spokane (OWNER) has initiated CH2M HILL ENGINEERS, Inc. (CONSULTANT) to lead the environmental permitting effort for the park wide Riverfront Park Redevelopment as outlined in the Riverfront Park Master Plan, including work designed by the Riverfront Park Design of Major Public Spaces (MPS) consultant team (Berger) and work to be designed by others (e.g., Stantec and NAC). The CONSULTANT will provide to the OWNER the scope of services as specified herein.

Permitting work related to the park and park bridges that is already contracted to the CONSULTANT are:

- Howard Street South Channel Bridge (South Channel Bridge) – City of Spokane Parks and Recreation (Parks), Contract #OPR-2015-0375
- Howard Street Middle Channel Bridge (Mid-Channel Bridge) – Integrated Capital Management, Contract # OPR-2014-0836
- Post Street Bridge TS&L Study – Integrated Capital Management, Contract #OPR-2014-0836
- The Berger Partnership (Berger) – Contract #3015-0823, Amendment #1 for the following:
  - Geotechnical investigations for the South Theme Stream Bridge crossing, the construction access road from Post Street to the South Channel Bridge and the Sister Cities' staging area for the South Channel Bridge.
  - Shorelines exemption for the geotechnical services for the Year Round Recreational Rink and Skyride Facility (Recreational Rink and Skyride Facility).
  - The Conditional Use Application (CUP), which was submitted to City Planning on March 4, 2016 for the Recreational Rink and Skyride Facility and Central Meadow Temporary Event Site (Central Meadow).
  - Shorelines exemption for park wide Subsurface Explorations, which includes the Mid-Channel Bridge geotechnical investigations.

The following background and scoping information is provided to further aid understanding of the permitting work completed and remaining work to be done. The Riverfront Park Redevelopment projects are shown below as four permit packages for tracking purposes.

- Permit Package No. 1 (not included in this scope of work because work was done under the Berger Contract #3015-0823 from December 1, 2015 to March 25, 2016.

- Permit Package No. 2 – Not included in this scope of work because work was done under the Berger Contract #3015-0823.
- Permit Package No. 3 – Included in this scope of work.
  - Park wide CUP permitting of remaining MPS projects, which includes the Looff Carousel, Havermale Island (promenades, Theme Stream; Central Plaza; Pavilion and maintenance building), the North Bank, and Canada Island. Includes a SEPA Environmental Checklist.
- Permit Package No. 4 – Included in this scope of work.
  - Joint Aquatic Resources Permit Application (JARPA) and shorelines exemption for:
    - North Channel Bridge for Hydraulic Project Approval (HPA)

The following tasks are included in this scope of work:

Task 1	Task Management, Coordination and Meetings
Task 2	Environmental Evaluation (SEPA and supporting documents)
Task 3	Environmental Permitting

This scope of work may be amended to include additional environmental documentation and/or permitting related to the Riverfront Park Redevelopment project for any new or additional park facilities not specifically identified in this scope of work. If these services are requested, CONSULTANT will provide a scope and fee estimate to be included as an amendment to this agreement.

This park-wide scope of work includes the following permit activities:

- **One (1) State Environmental Policy Act (SEPA) Environmental Checklist:**
  - For Park-wide remaining MPS facilities (Permit Packages 3 & 4)
- **One (1) Shorelines CUP Application for the following facilities:**
  - For remaining MPS Projects (Permit Package 3)
- **One (1) Shorelines Exemption Application for the following facilities:**
  - For North Channel Bridge deck improvements (Permit Package 4)
- **One (1) JARPA Application for the following facilities:**
  - For North Channel, suspension and wooden bridges (Permit Package 4)

This scope of work and fee estimate (Exhibit B) is based on an approximately thirty three (33) month delivery schedule, beginning on March 28, 2016 and finishing December 31, 2018. CONSULTANT's ability to meet this schedule is contingent upon timely receipt and reviews by the OWNER and permitting agencies.

Future permitting needs NOT addressed in this scope:

- Stormwater or NPDES permitting
- Grading, drainage or site development
- Notice of Construction for air emission control systems
- Sewer and water connections with the City's Utility Division
- Construction (e.g., building, plumbing, mechanical, electrical, road access, franchise and fire department permits)
- Underground or aboveground storage tanks

- Obstruction permits
- Business license or other operating licenses (e.g., food establishment) related to concessionaire facilities

Budgeting for this work is for a three year period, 2016 through 2019. The budget has been divided up per year based on the tasks described in this scope of work as follows:

Year	Estimated Budget	Primary Activities Based on Current Understanding of Riverfront Park Redevelopment
2016	\$104,000	<ul style="list-style-type: none"> <li>• Permitting Strategy Planning</li> <li>• Park wide CUP</li> <li>• Park wide SEPA Environmental Checklist</li> <li>• Shorelines Exemption for North Channel</li> <li>• JARPA for North Channel Bridge</li> <li>• Cultural Resources Coordination with DAHP, USACE and Tribes</li> <li>• Permitting and Project Coordination Meetings</li> </ul>
2017	\$90,000	<ul style="list-style-type: none"> <li>• All of 2016 tasks shown above except that Park wide CUP and SEPA should be done</li> </ul>
2018	\$76,000	<ul style="list-style-type: none"> <li>• Permit strategy planning for potential permitting for remaining park design features (e.g., Havermale Island) if there is budget to cover these additional permitting tasks.</li> <li>• Cultural Resources Coordination</li> <li>• Permitting and Project Coordination Meetings</li> </ul>
Total	\$270,000	

### **Overall Project Assumptions:**

- ✦ Contractor site plans drawn to scale of park facilities must be provided to the CONSULTANT by the City in electronic format for the SEPA Environmental Checklists and permit applications for each facility in a timely manner. Delays in receiving site plans may result in delays in the permitting schedule.
- ✦ Site plans must include all City permitting requirements (see City Ordinance 17G.060.070(A)(2)(e),(f),(h)&(i). Site development plans for Conditional Use Permits (CUPs) must meet requirements of 17G.060.070(B)(i). Also, site plans must be prepared by a licensed surveyor in accordance to 17G.060.070(B)(2).
- ✦ Conceptual drawings and information on the facilities must be provided to the CONSULTANT from the contractors designing each park facility in a timely manner. Drawings or figures needed include a vicinity map, location map, elevation drawings, and plan views of existing conditions, stormwater drainage and stormwater control facilities, utilities, lighting, and landscaping. This information must be provided in electronic format for the SEPA Environmental Checklists at thirty percent (30%) design or sufficient to

address SEPA issues. Delays in receiving permit information may result in delays in the permitting schedule.

- ✦ Assumes that park facilities in Permit Package 3 and 4 can be combined in one SEPA Environmental Checklist and one CUP with no need for separate permitting (e.g., the Pavilion).
- ✦ Assumes that river habitat improvements (naturalization of the Spokane River banks) will be designed to be above the OHWM and, therefore, will not need a HPA, Section 404, and Section 401 permits.
- ✦ Assumes that there will be no work over the river (e.g., outlooks, viewing areas) except for the North Channel Bridge deck improvements.

The CONSULTANT will provide the following services.

## **1. ENVIRONMENTAL DOCUMENTATION AND PERMITTING SERVICES**

### **1.1. Project Management and Coordination**

The CONSULTANT will provide project management and administration services for the various work elements described in this document.

#### **1.1.1. Contract Management**

The CONSULTANT will provide services required to manage the contract, prepare and process monthly invoicing, progress reporting, and other management duties.

The CONSULTANT will provide the OWNER with a Monthly Progress Report, in writing, reporting on the CONSULTANT'S progress and any known issues or anticipated changes in performing the Work.

##### **1.1.1 Assumptions:**

- ✦ 33-month project duration

##### **1.1.1 Deliverables:**

- ✦ Monthly Progress Reports (pdf electronic format)

#### **1.1.2. Correspondence and Team Meetings**

The CONSULTANT will partner with the OWNER to accomplish the PROJECT. Coordination of the project work elements will include voice and written correspondence with OWNER Parks Program Manager and the Director of Parks. This task includes participation at the following meetings.

- **City Permitting Team:** CONSULTANT Permit Manager will attend permit coordination meetings with the Spokane City Permitting Team to be conducted weekly for 9 months starting with the meeting on March 28, 2016, bi-weekly for the next 12 months and monthly for 12 months. Four hours per meeting is budgeted for the Permit Manager that includes preparing agendas, participating at meetings, preparing meeting notes as requested. Meeting notes will be distributed to the City Permitting Team when directed.
- **CONSULTANT /CITY Team:** Bi-weekly coordination meetings with bridge design team and/or MPS team to be conducted for 21 months and monthly for 12 months. One (1) hour per meeting for the CONSULTANT Permit Manager to

participate. It is assumed that agendas and meeting notes will be prepared by others.

- **City Riverfront Park Project Manager:** CONSULTANT Permit Manager will attend 1-hour weekly meetings with the City Riverfront Park Project Manager (if needed), plus another 1 hour a week for meeting preparations and communications (emails, texts, phone calls) starting with the week of March 28, 2016 for a total of 2 hours a week for 9 months, 2 hours biweekly for 12 months and 2 hours monthly for 12 months. It is assumed that agendas and meeting notes are not needed for these informal discussions.
- **Project Coordination (Avista, Utilities, etc.):** CONSULTANT Permit Manager will coordinate with Avista in regards to FERC approvals and participate in project utilities' meetings (e.g., stormwater). One hour biweekly is allotted for meetings and coordination (phone calls, emails, etc.) for thirty three (33) months. It is assumed that agendas and meeting notes will be prepared by others.
- **Tribal Coordination Meetings:** CONSULTANT's Permit Manager will organize three tribal coordination meetings (8 hours/meeting, once a year for three (3) years, if needed) that includes preparation of agendas and meeting summaries.
- **Agency Coordination Meetings:** CONSULTANT will conduct four agency coordination meetings. Eight (8) hours per meeting are allotted for meeting preparation, participation and preparing meeting notes.

The Agency Coordination Meetings will be held for the following permitting regulatory agencies (assume that all will participate in a joint meeting):

- Washington State Fish & Wildlife (WDFW) – Hydraulics Project Approval for the protection of aquatic species and habitats
- Washington State Department of Ecology (Ecology) – Water Quality Certification (Section 401 Permit) for shorelines, wetlands, and water quality protection
- U.S. Corps of Engineers (USACE) – Section 404 Permit for wetlands and work below the ordinary high water mark (OHWM)
- CITY Planning Department – Shorelines Permit, Floodplain Management Permit, Critical Areas Ordinance
- CITY Parks Department regarding potential avoidance and mitigation measures
- Avista regarding compliance with Federal Energy and Regulatory Commission (FERC) license

The project description for each permit application and background information will be provided to assist the agencies that review permit submittals. Anticipated permitting difficulties will be discussed. All agencies will be invited to participate at the same meeting. However, if that arrangement cannot be coordinated, individual discussions will take place with those agencies that are not represented at the meeting.

#### **Task 1.1.2 Assumptions:**

- ✦ Washington State Department of Natural Resources (DNR) – Right of Entry Authorization and leases are not required for any of the park-wide permitting.
- ✦ Regulatory agency coordination throughout the thirty three (33) month contract period that includes phone calls and e-mails can be done within proposed budgets.
- ✦ City Permitting Team is identified by the OWNER.

- ✦ City Permitting Team will be scheduled and led by the OWNER in coordination with CONSULTANT. CONSULTANT-led Agency and Tribal meetings will be scheduled by the CONSULTANT in coordination with the OWNER.
- ✦ Only the CONSULTANT Permit Manager will attend CITY Permitting Team meetings and Riverfront Park Project Manager meetings.
- ✦ Only the CONSULTANT's Permit Manager is budgeted to attend the Agency, Tribal, and internal CONSULTANT's meetings.

#### ***1.1.2 Deliverables:***

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- ✦ Agenda and meeting summary notes for:
  - City Permitting Team Meetings (as directed by OWNER)
  - Tribal Coordination Meetings
  - Agency Coordination Meetings

#### **1.1.3. Project Schedule**

The CONSULTANT will provide a permitting schedule to identify and track progress throughout the project. Updates to the schedule will occur as changes influence key milestones. Key milestones include decision making points and key deliverables (submittals for SEPA, CUP, and JARPA permits). This task includes attendance at one-hour bi-weekly scheduling meetings for 33 months.

#### ***Task 1.1.3 Assumptions:***

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- ✦ Permitting schedule will be incorporated into an OWNER-furnished and maintained master CPM schedule for the park.
- ✦ Permitting schedule will be contingent on established Design Approval milestones. Any changes to design approval milestones will impact (delay) permit schedule.

#### ***Task 1.1.3 Deliverables:***

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- ✦ Project Schedule and Updates (.pdf or Word electronic format)

### **1.2. Environmental Evaluation and Documentation**

The CONSULTANT will conduct the environmental evaluation and documentation required under the State Environmental Policy Act (SEPA). To the extent practicable, the CONSULTANT will leverage knowledge and documentation from previous environmental documentation efforts for the applicable facilities listed in the Introduction section. New facilities or additional permits are outside of this scope of work.

Environmental documentation for the bridge replacements (Howard Street South Channel, Howard Street Mid-Channel and Post Street bridges are not included in this scope of work because they are under separate contracts). The Howard Street North Channel Bridge will not be replaced, but some improvements are anticipated for the promenade on the deck that may need permitting (placement of decking materials, landscaping and amenities).

#### **1.2.1. Prepare SEPA Environmental Checklist**

The CONSULTANT will prepare a draft and final SEPA Environmental Checklist for park wide projects as described in Permit Packages 3 and 4. The budget includes time for gathering the design narrative and site plans for park facilities. A draft

SEPA Environmental Checklist will be submitted to the OWNER for review, and one set of consolidated comments will be provided to the CONSULTANT.

The CONSULTANT will leverage with existing environmental documentation for the Park Redevelopment projects including:

- Phase I Environmental Site Assessment
- Habitat Management Plan
- Stormwater Management Plan
- Power Use & Infrastructure Study
- Traffic and Pedestrian Use Study
- Bridge Analysis Study

**Task 1.2.1 Assumptions:**

- ✦ SEPA will have one submittal for the Park-wide CUP that includes the Looft Carousel, Havermale Island (includes the Promenades, Central Plaza, Theme Stream, Pavilion, Canada Island), the North Bank and suspension/wooden Bridges.
- ✦ The CITY will issue a Determination of Non-Significance (DNS) or a Mitigated Determination of Non-Significance (MDNS) for the SEPA package. An Environmental Impact Statement will not be needed for any Riverfront Park project.
- ✦ CITY will provide mapping, transportation data and other information that might be required to complete permitting documents.
- ✦ Habitat Management Plan (HMP) – the HMP or updates will be prepared by others and provided in a timely fashion to be submitted separately to the City.
- ✦ An updated species listings for plants and animals from USFWS and WDFW will be obtained and attached to the SEPA Environmental Checklist. There is no need for a Biological Assessment (BA).
- ✦ Agencies will agree to use river bank naturalization projects for in-water mitigation and that an aquatic impacts mitigation plan does not need to be prepared.
- ✦ There are no Bald Eagle or other protected bird nests in the project vicinity (within one quarter mile).
- ✦ No Hydraulic Analysis or Report is necessary for any of the permit submittals.
- ✦ Recreational and Historic Properties – No Section 4(f) or Section 6(f) documentation is required under SEPA. It is assumed that a description of recreational properties and use will be sufficient for SEPA purposes. CITY Parks will assist in the identification of potential impacts and proposed mitigation measures for the SEPA Environmental Checklist.
- ✦ Noise – It is assumed that noise impacts are insignificant and a noise analysis related to park user receptors is not needed for park improvements. Noise generated during construction may be of a higher level than accustomed to park users, but because construction noise is temporary, a noise analysis isn't presently included in this scope of work.
- ✦ Sole Source Aquifer Checklist – it is assumed that submittal of the SEPA Environmental Checklist to the Environmental Protection Agency (EPA) for review will be sufficient to satisfy EPA's proposed project review process. Therefore, a separate Sole Source Aquifer Checklist available from EPA will not be prepared.
- ✦ Visual Quality – no Visual Quality Assessment will be conducted. Conceptual drawings provided by others is assumed sufficient to address aesthetics and views.
- ✦ The park improvements will not result in any impacts that are adverse to environmental justice populations and this environmental review will not require a special environmental justice study or evaluation.



- ✦ Phase II Environmental Site Assessments will be done by others.
  - ✦ If necessary, hazardous materials or problem wastes site investigations, sediment or vegetation sampling or testing will be conducted by others.
  - ✦ The following environmental field work and/or specialized studies/reporting will not be conducted for any of the SEPA or permitting:
    - Air quality
    - Aquatic mitigation for USACE/WDFW.
    - Wetland surveys, delineations or mitigation plans
    - Stormwater pollution prevention plan
    - Transportation/Traffic
  - ✦ A park-wide archeological inventory including field surveys and reporting will be done by the archaeological consultant (Spokane Tribe of Indians). A historic property inventory for Riverfront Park historical buildings and structures will be completed under a separate CONSULTANT contract. It is assumed that this park wide permitting work is under SEPA and doesn't need Section 106 Consultation or an assessment of effects.
  - ✦ The archeological consultant will provide archaeological information and reporting as required for the completion of the SEPA checklist or permit documents.
  - ✦ For environmental resource evaluations and reporting (e.g., cultural resources reports, site plans) that are not completed prior to the CUP submittal, it is anticipated that completion will be done by others as a condition of permitting projects.
- No separate or additional application or report is necessary to comply and obtain approvals under FERC. Letters, reports, applications or other documentation that is in addition to SEPA and JARPA are not included in this scope of work.

#### ***Task 1.2.1 Deliverables:***

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Draft and Final SEPA Environmental Checklists for one (1) submittal

#### **1.2.2. Cultural Resources**

Cultural resources support will be provided for the park wide permitting, which includes.

- Tribal/DAHP Coordination – Cultural resources (historic and archeological) preservation guidance and coordination will be provided in regards to compliance with Section 106 of the National Historic Preservation Act (NHPA) and with State preservation regulations. This work includes coordination with the Tribes, DAHP and USACE regarding Archeological Permits, archeological monitoring and monitoring plans, surveying and reports, and preparation of Inadvertent Discovery Plans. One hundred and forty (140) hours for a historic preservation specialist has been allocated for this task.
- SEPA Checklist - The SEPA Checklist will include a list of known archaeological and historical resources including NRHP-eligible Expo'74 features, using the previously prepared park-wide historical resources report and reporting received from the Spokane Tribe of Indians. An assessment of potential project impacts and as relevant, measures to lessen or mitigate impacts to historical resources will be made.

- Inadvertent Discovery Plan - The CONSULTANT will prepare a park-wide inadvertent discovery plan (IDP), as requested by the Spokane Tribe of Indians.
- Archeological Monitoring Plans that are prepared by the Tribes will be reviewed and comments provided to the Tribes for incorporation.

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***Task 1.2.2 Cultural Resources Assumptions:***

- ✦ No fieldwork will be required.
- ✦ CONSULTANT will receive timely input from archaeological consultant on the SEPA archaeological study areas for the SEPA Environmental Checklist.
- ✦ Only seven (7) archeological monitoring plans will need review as follows: South Channel Bridge, Recreational Rink and Sky Ride, Loeff Carousal, Red Wagon Area, Havermale Island, North Bank/Canada Island, and the Mid-Channel Bridge.
- ✦ If Section 106 reporting becomes a requirement for park wide permitting, a modification would be needed to this scope of work. Currently, it is assumed that all Park cultural resources will be evaluated only through SEPA.
- ✦ If additional buildings or structures are found that need to be recorded, the additional effort to record and document on HPI forms is not included in this scope of work.
- ✦ A park wide APE is not included in this scope of work because these projects are all under SEPA with no need for Section 106 consulting.
- ✦ CONSULTANT is not responsible for delays resulting from coordination with the Tribes or agencies.
- ✦ No mitigation services or Memorandum of Agreements (MOAs) are included in this scope of work. The addition of mitigation services to this contract would require a modification to this scope of work.
- ✦ Coordination related to field investigations by others will be limited to only initial surveys and not include any follow-on work related to NHPA eligible findings that require coordination with DAHP, USACE and the Tribes.

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***Task 1.2.2 Cultural Resources Deliverables:***

- ✦ Draft and Final park wide SEPA Checklists (Question 13). CONSULTANT will provide historical resources information and summarize archaeological information based on the reports or information provided by the archaeological consultant.
- ✦ Draft and Final Inadvertent Discovery Plan

**1.2.3. Hazardous Materials**

The CONSULTANT will reference the Phase I Report on hazardous materials prepared by GeoEngineers to identify potential for encountering hazardous materials sites during construction of the PROJECT. The findings of this evaluation and the Riverfront Park Soil Management Plan will be summarized in the SEPA Environmental Checklist.

The CONSULTANT has 12 hours a year for 2 years budgeted to attend meetings related to hazardous materials management and to provide coordination among permitting entities.

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***Task 1.2.3 Assumptions:***

- ✦ No asbestos survey is included in this scope
- ✦ No paint or materials testing for heavy metals is included in this scope

- ✦ Any site investigations or testing will be performed by others
- ✦ If hazardous materials are discovered from site investigations and testing, this could cause delays to the project schedule

***Task 1.2.3 Deliverables:***

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- ✦ None.

**1.3. Environmental Permitting**

The CONSULTANT will coordinate with the City of Spokane Planning and prepare permit applications for the remaining MPS facilities as follows:

- One (1) CUP Application (submittal) for the park wide redevelopment
- One (1) Shoreline Exemption (submittal) for the repair of the wooden and suspension bridges and the deck improvements on the North Channel Bridge.
- It is assumed that the bridges can all be consolidated under one JARPA, otherwise work is not included in this scope of work.

***Task 1.3 Assumptions:***

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- ✦ All bridges can be consolidated under one JARPA.
- ✦ All facilities and improvements will be above the OHWM. Should this condition change resulting in a project below the OHWM, it would result in additional permitting work and a work scope modification.
- ✦ Havermale Island can be permitted as one project and not divided into more than one permit package. Should this permit package change (e.g., Pavilion needs to be permitted separately) and require more documentation, it would result in additional permitting work and a work scope modification.
- ✦ This work does not include tracking assistance to City Parks to track the Design Review Board, Community Meetings, public notification or other requirements based on the CUP and Shorelines Exemption approval processes. This tracking will be performed by others.
- ✦ The CITY will be responsible for fulfilling all CUP activities and will do the following for each CUP submittal and shoreline exemptions (where applicable):
  - Design Review Board Meeting – prepare, schedule, attend
  - Notification Map Application – prepare and submit
  - Planning pulls parcel numbers – City Planning provides to City Parks
  - Title Co. notified by City Parks to pull addresses for taxpayers, occupants, & owners within 400 feet for the entire Riverfront Park boundary, plus addresses for the neighborhood leader.
  - Prepare Notice of Advertisement
  - Assemble mailing notices for all addresses compiled above and mail (pays postage)
  - Submit notices to Spokesman Review in time to notify the public 14 days prior to Community Meeting, post signs and public postings
  - Community Meeting
    - Location of meeting – set date, time, logistics
    - Name Tags

- Audio Tape
- Sign-in Sheets
- Presentation Materials
- Prepare Summary of Meeting
- The City will also coordinate with contractors who will provide supplemental information required for the shorelines permitting of park facilities including site plans for vegetation, stormwater, utilities, grading, drainage, erosion and sediment control, mitigation, demolition, lighting, Habitat Management Plan (HMP) addendums or any other plans or reports required by the City of Spokane Planning and Development Division.

***Task 1.3 Deliverables:***

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- ✦ Draft and Final park wide Shorelines CUP Application
  - Permit Package No.3 (Remaining MPS Projects)
- ✦ Draft and Final Shorelines Exemption Application
  - Permit Package No. 4 (North Channel Bridge, suspension and wooden bridges)

# Labor Rate Schedule

PREPARED FOR: Berry Ellison/CITY  
 PREPARED BY: Marlena Guhlke/CH2M  
 COPY: Mark Brower/CH2M  
 DATE: May 11, 2016

Table 1 below is a labor rate schedule that was used for the Riverfront Park Redevelopment park-wide permitting project scope of work. The rates escalate for the three year work period (2016 through 2018). Labor and expenses will be charged on the basis of time and materials that occurs within each work period.

**Labor Rate Schedule**  
*Park wide Permitting for Riverfront Park Redevelopment Project*

Employee	Role	2016 (\$)	2017 (\$)	2018 (\$)
Mark Brower	Senior Oversight, QA/QC	191.15	196.89	202.80
Marlena Guhlke	Project Manager	173.98	179.20	184.57
Lori Price	Sr. Cultural Resources Specialist	172.46	177.63	182.97
Marcia Montgomery	Cultural Resources Specialist	125.55	129.31	133.18
Laura Roberts	Editor	114.17	117.58	121.13
Clark Cosby	CAD/GIS	99.76	102.74	105.83
Sylvia Karageorge	Accountant	81.21	83.64	86.16
Traci Soebbing	Administrative Assistant	67.36	69.40	71.45
Total Budget per year		104,000	90,000	76,000



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999 Parks Fund	
	99999- Unappropriated Reserves	<u>\$ 490,000</u>
To:	1400-54100 Parks Fund	
	94000-56301 Other Improvements	<u>\$30,000</u>
	1400-54100 Parks Fund	
	94000-56104 Misc Improvements – Non Bldg	<u>\$60,000</u>
	1400-54500 Parks Fund	
	94000-56314 Landscape/Irrigation	<u>\$50,000</u>
	1400-95610 Parks Fund	
	94000-56501 Construction of Fixed Assets	<u>\$45,000</u>
	1400-54500 Parks Fund	
	94000-56104 Misc Improvements – Non Bldg	<u>\$40,000</u>
	1400-30210 Parks Fund	
	94000-56701 Reserve Capital Outlay	<u>\$200,000</u>
	1400-54300 Parks Fund	
	94000-56401 Machinery/Equipment	<u>\$18,000</u>
	1400-54300 Parks Fund	
	94000-56401 Machinery/Equipment	<u>\$12,000</u>
	4600-55400 Golf Fund	
	94000-56301 Other Improvements	<u>\$35,000</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for strategic investment from the Parks Division Excess Fund Balance. As these funds are identified and purposed post the creation/adoption of the 2016 Budget, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



Strategic Investments			
Requester	Project	Amount	Description
Carl Strong	Soil - Youth Baseball/Softball	\$ 30,000	Safety hazard - in partnership with flood erosion
Carl Strong	Youth Baseball Fencing/Gates	\$ 60,000	Needed safety fencing for players + spectators
Tony Madunich	Vegetation Screening	\$ 50,000	City Compliance for Ops Center Complex
Steve Nittolo	Grant Match - RCO Mirror Pond	\$ 45,000	2015 RCO Grant of \$90K, \$45K Match - Friends of Manito, \$45K Match Parks & Recreation
Garrett Jones	Shadle Park Community Use Concrete Pad	\$ 40,000	Capital Improvements and help match the Neighborhood funds that were used to demolish the existing structure
Ken Van Voorhis	Park Improvements	\$ 200,000	
Jon Moog	Barricades (100) & covers	\$ 18,000	Supports crowd and event control, deters unauthorized access, protects public and park resources (barricades = \$8000, Covers = \$ 10,000)
Jon Moog	Portable Bartending Kiosk	\$ 12,000	Wine and Beer Kiosk used to support park programming and revenue enhancement
Jason Conley	Indian Canyon Improvements	\$ 35,000	Capital Improvements to I.C clubhouse and restaurant.(Flooring, lighting, security system)
<b>Subtotal:</b>		<b>\$ 490,000</b>	<b>Pulling from fund balance in 2016</b>