Spokane Park Board
July 14, 2016 – 1:30 p.m.
City Hall, City Council Chambers
808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:
✓ Chris Wright – President
✓ Susan Traver – Vice President
✓ Eadie, Leroy
✓ Kelley, Ross
✓ Van Voorhis, Ken
✓ Selinger, Sam
   Pendergraft, Lauren (Absent/Excused)
✓ Sumner, Nick
   McGregor, Ted (Absent/Excused)
   Mumm, Candace (Absent/Excused)

Parks Staff:
Jason Conley
Garrett Jones
Al Vorderbrueggen
Angel Spell
Fianna Dickson
Jon Moog
Berry Ellison
Carl Strong
Ryan Griffith

Guests:
Tony Madunich
Hal McGlathery
Will Stone
Nat Hutchens

MINUTES

1. Roll Call: Pamela Clarke
   See above

2. Motion No. 1: Ross Kelley moved to approve the June 9, 2016, Regular 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 June 2016 – Susan Traver
   Motion No. 2: Susan Traver moved to approve claims for the month of June 2016 in the amount of $1,870,104.22.
   Ross Kelley seconded.
   Motion carried with unanimous consent.

6. Financial Report & Budget Update: – Bruce Wright provided the June Financial Report & Budget Update. Parks and Recreation Fund revenue is tracking at 87% of the projected budget. Parks and Recreation expenditures are tracking at 94% of the projected budget. The
Golf Fund revenue is tracking at 106% of the projected budget. The Golf Fund expenditures are tracking at 99% of the projected budget.

7. **Special Discussion/Action Items:**
   A. Park Board Resolution Supporting City Council EBO for Accounting Services – Leroy Eadie provided an overview of a proposed resolution to create a new position in the City's Finance Department that will perform professional level construction project accounting and public works activities that directly benefit the project and renovation of Riverfront Park. Mr. Eadie explained there is no specific dollar figure reflected in the resolution since Parks will be billed by Finance for the amount of time the Finance Department's employee performs work for Parks.

   **Motion No. 3:** Ross Kelley moved to approve the resolution which supports the City Council EBO for Accounting Services.

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

8. **Committee Reports – Action Items:**
   **Golf Committee:** July 12, 2016, Nick Sumner
   A. Action Item: None
   B. The next scheduled meeting is 8:05 a.m. Aug. 9, 2016, in the City Council Briefing Center.

   **Land Committee:** July 6, 2016, Ken Van Voorhis
   A. Land Acquisition Policy – Garrett Jones presented the proposed Parks and Recreation Land Acquisition Policy which outlines the scope of maintenance and repair of the following: 63 parks, arboretum, operations complex, four golf courses, three sports complexes, 14 Conservation Lands, eight Conservation Future Lands, 18 parkways and four trails. The policy also addresses the general policy and procedure for future acquisition of park land and facilities by the Park Board.

   **Motion No. 4:** Ken Van Voorhis moved to approve the Land Acquisition Policy. Susan Travis requested two typographical items be corrected.

   Ross Kelley seconded.
   Motion carried with unanimous consent.

   **Beacon Hill Trail Preservation Plan** – Al Vorderbrueggen provided an overview of a proposed resolution supporting and recognizing the Beacon Hill Trail Preservation Plan prepared by the Evergreen Mountain Bike Alliance, Eastern Washington Chapter. Mr. Vorderbrueggen explained the city owns land in the area that has been acquired and funded though the Spokane County Conservation Futures program.

   **Motion No. 5:** Ken Van Voorhis moved to approve the Beacon Hill Trail Preservation Plan resolution. Friendly amendments were accepted to make the following edits: 1) Item 4.1.4 in the Preservation Plan – change future “ownership roles” to “ownership opportunities;” 2) delete “_” in the third Whereas; 3) add “to” the ninth Whereas; and 4) add “advisory” guide to the final paragraph of the resolution.
Ross Kelley seconded. Motion carried with unanimous consent.

**Manito Park Roof Replacement contract** – *Garrett Jones* presented a proposed contract with Heritage Roofing & Construction for roof replacement at the Manito Park office building, in the amount of $50,002.00.

**Motion No. 6:** Ken Van Voorhis moved to approve the Manito Park roof replacement contract with Heritage Roofing & Construction in the amount of $50,002.00.

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

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

**Recreation Committee:** July 7, 2016, *Sam Selinger*

A. Action Item: None

B. The next scheduled meeting is 3 p.m. Aug. 4, 2016, at Witter Aquatics Center, 1300 E. Mission Ave.

**Riverfront Park Committee:** July 11, 2016, *Susan Traver*

A. **Wheels Park 30% design** – *Berry Ellison* reviewed a proposal by Berger Partnership for 30% design for a wheels park facility on the North Bank of Riverfront Park. The proposal outlines a wheels park up to 8,500-square feet with a total cost up to $900,000. The scope of work also includes a community outreach component with a total 30% design fee of $30,000. This expenditure will not come out of Park Bond funds. Park Board members voiced concerns of committing to a design for a $900,000 wheels park facility and felt the dollar amount is too high. Chris Wright also shared reservations on taking action on the wheels park design before addressing fundamental issues regarding the Maintenance and Operations building.

**Motion No. 7:** Ross Kelley moved to defer action on the Wheels Park 30% design.

Ken Van Voorhis seconded. Motion carried with unanimous consent.

**MOU – Water Transmission Line Improvement** - *Berry Ellison* provided an overview of a proposed Memorandum of Understanding between Parks and Recreation, and City of Spokane Utilities. Mr. Ellison explained Howard Street Bridge South (HSBS) will be replaced during the Riverfront Park Redevelopment Project. This bridge currently houses Utilities' 10-inch water transmission water main, which is in need of an upgrade to an 18-inch line. Utilities has agreed to cover all costs necessary for the upgrade and to replace the existing HSBS. The agreement notes reimbursed cost to the Parks Division is projected to be $103,057.50 and should not exceed $150,000.

**Motion No. 8:** Susan Traver moved to approve the MOU with the City of Spokane for the Water Transmission Line Improvement, including the reimbursement by Utilities in the amount
up to $150,000.

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

Special Inspection contract – Berry Ellison presented a proposed contract with STRATA Engineering to perform special inspection and testing services on a park-wide basis. The scope of work includes compaction, soil and aggregate testing, reinforced steel placement, concrete testing, structural concrete, and steel observation and testing. Mr. Ellison also reported the park-wide comprehensive fee for the project is estimated at $200,000. Each project will be negotiated separately as designs are developed. The initial cost is expected to be $84,120 for the Recreational Rink and Howard Street South Channel Bridge.

Motion No. 9: Susan Traver moved to approve the Park-wide Special Inspection contract with STRATA Engineering in the amount of $84,120 for the Recreational Rink and Howard Street South Channel Bridge.

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

Park-wide Geotechnical Engineering contract – Susan Traver reported the Park-wide Geotechnical Engineering contract will be postponed as an action item.

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

Finance Committee: July 12, 2016, Susan Traver

A. Howard Street Bridge South construction bid – Susan Traver reported the Howard Street Bridge South construction bid will be postponed as an action item.

B. The next regularly scheduled meeting is 3 p.m. Aug. 9, 2016, in City Hall Conference Room 2B.

Urban Forestry Tree Committee: July 5, 2016, Ken Van Voorhis

A. Action Item: None

B. The next regularly scheduled meeting is 4:15 p.m. Aug. 2, 2016, at the Woodland Center, Finch Arboretum.

Bylaws Committee: Ross Kelley reported the revised Bylaws may be found in the Park Board members’ folders and will be distributed electronically.

9. Reports:

Park Board President: Chris Wright

1. Chris Wright reported on the July 8 Riverfront Park Groundbreaking Celebration. Special guests at the event included Spokane Tribe Tribal council delegate David Browneagle, state Reps. Marcus Riccelli and Michael Baumgartner, Mayor David Condon, and Mary Cole. Mr. Wright noted the groundbreaking was well attended and thanked staff for organizing a successful community event.
Liaison Reports:
1. Conservation Futures Liaison – Ken Van Voorhis reported the Land Evaluation Committee has reviewed and ranked the 38 land parcels within Spokane County.
2. Parks Foundation Liaison – No report given.

Director's Report: Leroy Eadie
1. Leroy Eadie provided additional information on the July 8 Groundbreaking Celebration. Following a successful event, state Reps. Riccelli and Baumgartner toured the park and its bridges. Mr. Eadie announced Mark Buening has accepted the mayor’s offer, condition to city council approval, as the new Parks Finance and Budget director. Mr. Buening is expected to begin Sept. 1.

10. Correspondence:
A. Letters: None

B. Newsletters:
   Corbin Senior Activity Center
   Hillyard Senior Center
   Southside Senior and Community Center
   Sinto Senior Activity Center

11. Public Comments: None

12. Executive Session: The regular meeting adjourned to Executive Session at 3:21 p.m., pursuant to RCW 42.30.110. The regular meeting reconvened at 3:35 p.m.

13. Adjournment: 3:35 p.m.
A. Next Committee meeting dates:
   Golf Committee: 8:05 a.m. Aug. 9, 2016, City Council Briefing Center
   Land Committee: 3 p.m. Aug. 3, 2016, City Hall Conference Room 5A
   Recreation Committee: 3 p.m. Aug. 4, 2016, Witter Aquatics Center, 1300 E. Mission Ave.
   Riverfront Park Committee: 8:05 a.m. Aug. 8, 2016, City Council Briefing Center
   Finance Committee: 3 p.m. Aug. 9, 2016, City Hall Conference Room 2B
   Urban Forestry Committee: 4:15 p.m. Aug. 2, 2016, Woodland Center, Finch Arboretum

B. Park Board meeting date: 1:30 p.m. Aug. 11, 2016, City Council Chambers

C. Joint City Council/Park Board Study Session: 3:30 p.m. Aug. 11, 2016, City Hall Conference Room 5A

Minutes approved by: 
[Signature]

Leroy Eadie, Director of Parks and Recreation
## City of Spokane Park and Recreation Department

### June 2016 Expenditure Claims

**For Park Board Approval - July 14, 2016**

### Parks & Recreation:

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### Total Expenditures:

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<td>Total</td>
<td>$1,870,104.22</td>
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# City of Spokane Parks & Recreation PARK FUND – Revenues & Expenditures

June 30, 2016 (reported in millions)

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<th>As of June (in millions)</th>
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<th>YTD Budget</th>
<th>YTD Actual</th>
<th>% YTD Budget</th>
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Park Fund Revenue
5 Year Trend & YTD Budget

June
YTD
Budget
Avg.

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<th>As of June (in millions)</th>
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<th>YTD Budget</th>
<th>YTD Actual</th>
<th>% YTD Budget</th>
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<tr>
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<td>0.40</td>
<td>0.52</td>
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</table>
Golf Fund Revenue
5 Year Trend & YTD Budget

- June YTD
- YTD Budget
- Avg.
CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting the creation of a new position in the City of Spokane’s Finance Department that will perform professional level construction project accounting and public works activities that directly benefit the project and renovation of Riverfront Park.

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

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

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

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

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

WHEREAS, with multiple design firms and contractors the RFP Redevelopment Project is demanding in regards to accounting and contract compliance, and

WHEREAS, the Parks and Recreation Department has not hired additional accounting staff to assist in the RFP Redevelopment Project, and

WHEREAS, it is the intent of the Park Board to account for and properly use the bond dollars to support the RFP Redevelopment Project, and

WHEREAS, the Finance Department of the City of Spokane is offering to provide professional level construction project accounting and public works activities that directly benefit the project and renovation of Riverfront Park, and

WHEREAS, the Finance Department intends to fund and hire a Compliance/Tax Auditor to support the Riverfront Park Redevelopment Project as well as other projects, and

WHEREAS, the Parks and Recreation Department will pay with bond funds for the time the Compliance/Tax Auditor works on the RFP Redevelopment Project, and
WHEREAS, the Finance Department is asking the City Council to approve an Emergency Budget Ordinance to fund this position in 2016 (it will also be in the 2017 Budget), and

NOW THEREFORE, IT IS HEREBY RESOLVED by the Park Board supports the City Council’s approval of the Emergency Budget Ordinance to fund the Compliance/Tax Auditor position in the City of Spokane’s Finance Department that will perform professional level construction project accounting and public works activities that directly benefit the project and renovation of Riverfront Park.

Dated this ____ day of July 2016.

_______________________________
Park Board President
1.0 GENERAL: As of the time of this Policy, Spokane Parks and Recreation is responsible for maintenance and repair of:

63 Parks (2 of which are designated as a Major Park and a Neighborhood Park outside of the City’s boundaries),
6 Aquatic centers,
1 Arboretum
1 Park Operations Complex
4 Golf Courses
3 Sport Complexes,
14 Conservation Lands (2 of which are outside of the City’s boundaries),
8 Conservations Future Lands (4 of which are outside of the City’s boundaries),
18 Parkways and
4 Trails (2 of which are outside the City’s boundaries)

(Collectively, the “City of Spokane Parks Inventory”)

This policy addresses the general policy and procedure for future acquisition of park land and facilities by the Spokane Park Board.

1.1 TABLE OF CONTENTS

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2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 POLICY
4.0 PROCEDURE

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Parks Division
Park Board
Operations Dept.

3.0 POLICY
3.1 Effective immediately, and except as expressly provided in this policy, the Spokane Park Board will no longer acquire or accept any land or facilities for park purposes unless said land or facilities are located within the boundaries of The City of Spokane.

3.2 Only the Spokane Park Board may acquire or accept land or facilities intended to be owned, operated and maintained under the authority of the Spokane Park Board. No land or facilities shall be acquired, maintained or improved with funds from the Spokane Park Fund unless said land or facilities have been formally accepted via written resolution passed by the Spokane Park Board, or, in the alternative, the Spokane Park Board has agreed to acquire, maintain or improve said land via written agreement approved by the Spokane Park Board.

4.0 PROCEDURE -

4.1 Land or facilities located within the boundaries of the City of Spokane shall be acquired and added to the City of Spokane Parks Inventory only after the following:

a. The Property Acquisition Questionnaire has been completed by Parks staff and provided to all members of the Spokane Park Board at least 30 days prior to consideration of the acquisition by the Land Committee, along with a proposed resolution approving the acquisition and any related written materials or renderings,

b. The question of acquisition has been presented to the Land Committee and, by affirmative vote of committee members present, the committee recommends approval of the proposed resolution and the acquisition to the full Spokane Park Board, which approval may include modifications or conditions recommended by the Land Committee,

c. The Spokane Park Board approves the proposed resolution and acquisition of the land or facilities to the City of Spokane Parks Inventory, imposing such terms, modifications and conditions as it deems appropriate; and

d. Any terms and conditions by the imposed by the Spokane Park Board in connection with the acquisition are fully satisfied.

4.2 Acquisition of land or facilities located outside the boundaries of the City of Spokane shall be acquired and added to the City of Spokane Parks Inventory only after the following:
a. The acquisition being considered complies with Section 4.1 in all respects.

b. All projected expenses for the acquisition, maintenance and/or improvements are fully funded outside of the Spokane Park Fund for such period of time, in such amount, and from such sources as the Spokane Park Board deems appropriate. Projected expenses shall not be deemed “fully funded” if funding is based solely on grant funds or on public funds subject to legislative approval.

APPROVED BY:

________________________________________  ______________________________
City Attorney                                Date

________________________________________  ______________________________
Director                                    Date

________________________________________  ______________________________
President, Spokane Park Board                Date

________________________________________  ______________________________
City Administrator                          Date
CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting and recognizing the Beacon Hill Trail Preservation Plan prepared by the Evergreen Mountain Bike Alliance, Eastern Washington Chapter.

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the City of Spokane owns land in the Beacon Hill area that has been acquired and funded through the Spokane County Conservation Futures program and through dedication by previous property owners, some of which land is outside the city limits of the City of Spokane and all of which is subject to Park Board control and authority, and

WHEREAS, the City of Spokane Parks and Recreation Department (the “Department”) operates and maintains in partnership with several recreation groups Camp Sekani and other park properties for outdoor recreation activities in the Beacon Hill area, and

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Beacon Hill area for hiking, trail running, mountain biking, disc golf, kayaking on the Spokane River, and other recreational activities, and

WHEREAS, the Evergreen Mountain Bike Alliance over the last year has led a public process to develop the Beacon Hill Trail Preservation Plan that included recreational users, private property owners, Spokane County Parks and Recreation and the City of Spokane Parks and Recreation, and

WHEREAS, the Evergreen Mountain Bike Alliance has briefed the Land Committee of the Park Board throughout the process of developing the Beacon Hill Trail Preservation Plan, and

WHEREAS, the Park Board recognizes the value of planning for the Beacon Hill area, the identification of useful future land acquisitions, and the identification of essential multi-party management agreements, all as set forth in the Beacon Hill Trail Preservation Plan, and

WHEREAS, the Park Board acknowledges that any recognition of the Plan is merely advisory only, and such recognition does not bind any owners of land identified in the Beacon Hill Trail Preservation Plan, whether public or private, and

WHEREAS, the Department’s implementation of the Beacon Hill Trail Preservation Plan shall be subject to existing and future Park Board policies and procedures relating to the acquisition and maintenance of park facilities and land,
NOW THEREFORE, IT IS HEREBY RESOLVED by the Park Board to utilize the Beacon Hill Trail Preservation Plan as an advisory guide towards future Park Board decisions relating to the preservation, maintenance, acquisitions, and expansion of City of Spokane park facilities and land in the Beacon Hill area, subject to existing and future policies of the Park Board.

Dated this 14th day of July, 2016.

_____________________________________

Park Board President
# Beacon Hill Trail System Preservation Plan

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- Figure 1 – Existing Trail System Map
- Figure 2 – Current Ownership Map
- Figure 3 – Proposed Land Partners
1 INTRODUCTION

1.1 BACKGROUND
The Beacon Hill Trail System Draft Concept Plan (2009) was prepared by the Fat Tire Trail Riders Club (FTTRC) after receiving a technical assistance grant through the National Park Service’s RTCA Program in 2008. The plan was recognized by Spokane County in the Spokane County Regional Trail Plan (2014). In 2012 the FTTRC dissolved and became the Evergreen East Mountain Biking Alliance (EEMBA). EEMBA is a 501(c)3 nonprofit organization and the eastern chapter of the statewide Evergreen Mountain Biking Alliance organization which is dedicated to trail building, maintenance, advocacy, and education for the sport of mountain biking.

The Beacon Hill Trail System Draft Concept Plan identified landowners effected by the Beacon Hill Trail System (trail system) and identified several methods in which private properties may continue to be utilized for future recreational use. The plan found that in order to preserve the existing trail system for future recreational use existing agreements between landowners and the public must be formalized. The purpose of the Beacon Hill Trail System Preservation Plan (EEMBA, 2016) is to build on concepts discussed in the Beacon Hill Trail System Draft Concept Plan and provide a means of preserving the trail system for future use.

1.2 PURPOSE
This plan’s purpose is as follows:
- Inventory the existing trail system
- Discuss any existing park management practices
- Identify land owners inside the Beacon Hill area
- Provide alternatives for maintaining access to the existing/future Beacon Hill trail system
- Provide alternatives for managing the existing/future Beacon Hill trail system
- Create a shared vision for promoting and developing the Beacon Hill area among partners including land managers, owners, trail users and adjacent neighbors

1.3 PROJECT NEED
The Beacon Hill Trail System is located on approximately 30 contiguous parcels spanning approximately 650 acres. The existing trail system is located on public, private, and utility owned lands. Recreational use is permitted on these lands based on “handshake” agreements with private landowners, utilities and land trust entities. Excluding the existing memorandum of understanding between the Evergreen East Mountain Biking Alliance (EEMBA) and the City of Spokane for operation and management of the Camp Sekani trails there are no formal agreements between landowners and the public ensuring continued access of their land. The trail system risks becoming fragmented and unusable if land use permission becomes restricted.

Much of the trail system is not formally managed and the recreating public is often ignorant of land ownership issues in the Beacon Hill area. This has led to the construction of illegal or “rogue” trails. These older trails were often not constructed in a sustainable manner and over time have led to habitat destruction by erosion and soil disturbance. Formal management of the entire trail system is needed to ensure that trails are constructed and maintained in a responsible and sustainable manner.
2 EXISTING TRAIL SYSTEM

2.1 LOCATION
The Beacon Hill Trail System is located on land within the City of Spokane and Spokane County. Beacon Hill proper is considered to be bounded by Esmerelda Golf Course to the east, Camp Sekani to the west, Upriver Drive and Frederick Avenue to the south and Valley Springs Road to the north. The city limits of Spokane extend past Esmerelda Golf Course east to the Avista Corporation property. Land to the east of City limits is within Spokane County. Camp Sekani is located outside of City limits but is owned by the City of Spokane.

The trail system lies on land within and just outside of City limits and offers one of only a handful of outdoor urban recreation experiences within the greater Spokane area. Beacon Hill consists of approximately 1,000 acres of undeveloped ridgeline, pine tree forests, and granite rock outcroppings which offer vista views of the surrounding mountains, valley and the City of Spokane and Spokane Valley.

2.2 TRAIL SYSTEM CHARACTERISTICS
The Beacon Hill Trail System consists of over 30 recognized singletrack and doubletrack trails. There are approximately 17 miles of singletrack trails and approximately 10 miles of doubletrack trails (Figure 1). The existing trail system serves to connect the individual parks within the Beacon Hill park system. The parks which are connected by the trail system include Camp Sekani, John C. Shields Park and Minnehaha Park as well as the Centennial Trail and Esmerelda Golf Course. The trail system is accessed by the existing parking areas.

Trail use is made up of hikers, trail runners, disc golfers and mountain bikers. Trails are most concentrated within Camp Sekani Park and contribute approximately 40% of the overall singletrack trails within the trail system. Camp Sekani functions as the hub of the existing trail network and hosts several annual community events such as Hub-A-Palooza, the Double Down Hoe Down, Spokatopia and the Sekani Trail Run. Camp Sekani offers a great selection of multi-use trails but specializes in mountain biking specific activities such as downhill racing, dirt jumping, cross country riding and also contains a skills park. Trail users may access the western portion of the trail system from the Camp Sekani parking lot. An 18-hole disc golf course is provided within Camp Sekani.

Outside of Camp Sekani trails extend west toward Shields Park, Minnehaha Park and Esmerelda Golf Course. Esmerelda Golf Course is commonly used to access the western trails off of Beacon Hill. Trails from the Esmerelda Golf Course access the top of Beacon Hill. The western section of Beacon Hill generally consists of privately owned lands including several properties owned by the Avista Corporation.

2.3 OPERATIONS AND MAINTENANCE
Excluding the existing memorandum of understanding between the Evergreen East Mountain Biking Alliance (EEMBA) for operation and management within Camp Sekani there are no formal agreements between landowners and the public for continued public access to privately owned lands. Due to the lack of formal management some of the older trails were not constructed in a sustainable manner. Non-sustainable trails may cause destruction to habitat through erosion, are unsightly and may be built without private landowners consideration.

2.3.1 Existing MOU Between EEMBA and the City of Spokane
In 2015, Evergreen East Mountain Biking Alliance (EEMBA) renewed a 2-year contract extending through 2017 with the City of Spokane Parks and Recreation Department which defines the working relationship between the Evergreen East Mountain Bike Alliance and the City of Spokane; Parks and Recreation Department (Parks), for the City park property, known as Camp Sekani and the Parks’ “Adopt-a-Park”
program. Under the current MOU, EEMBA is responsible for the following trail construction and maintenance practices:

1. Maintaining the single track trails, using standards and techniques for sustainable trails as presented in the IMBA trail building manual, Trail Solutions
2. Using techniques for maintenance that include water control treatments and correcting tread by de-berming and maintaining outslopes
3. Re-routing fall line trails as contour trails in order to correct drainage, minimize erosion and provide for sustainable trail conditions
4. Decommissioning and reclaiming excess braided trail lines and rerouting to a single line
5. Decommissioning unused trails
6. Vegetation and overgrowth control
7. Maintaining and up keeping the mountain bike skills park, structures and the dirt jump park
8. Implement a risk management plan for trails, dirt jump park, skills course and structures within Camp Sekani
9. Preparing a trail map of Camp Sekani and creating a trail numbering or naming system
10. Providing volunteers and tracking volunteer hours per the program
11. Collecting signatures on agreed upon liability waivers, and provide copies of records to Parks of all EEMBA work performed within Camp Sekani

EEMBA intends to continue their stewardship of the entire Beacon Hill trail system. EEMBA is dedicated to maintaining and managing the trail system on all future purchased lands.
3 LAND OWNERSHIP

3.1 SUMMARY OF LAND OWNERSHIP
Ownership of the Beacon Hill trail system consists of public, private, and utility owned lands. Figure 2 shows the ownership layout of Beacon Hill. A parcel breakdown for the area is shown in Table 3-1.

Table 3-1 Summary of Land Ownership of the Existing Trail System

<table>
<thead>
<tr>
<th>Ownership</th>
<th>No. of Parcels(^{(1)})</th>
<th>Total Acreage(^{(2)})</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public (includes City &amp; County)</td>
<td>14</td>
<td>450(^{(3)})</td>
</tr>
<tr>
<td>Private</td>
<td>32</td>
<td>465</td>
</tr>
<tr>
<td>Utility (includes Avista Corporation)</td>
<td>4</td>
<td>100</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>50</strong></td>
<td><strong>1,015</strong></td>
</tr>
</tbody>
</table>

\(^{(1)}\) No. of Parcels are the number of parcels which currently have a section of trail located on them.
\(^{(2)}\) Total Acreage is the land area associated with parcels which currently have a section of trail located on them.
\(^{(3)}\) Includes Esmerelda Golf Course, Camp Sekani, Minnehaha Park and John C. Shields Park.

3.2 CRITICAL PARCELS
Maintaining access to trails which currently act as connectors to the various parks as well as maintaining the overall quality and flow of the trail system represents the best means of preserving the trail system to its’ best and fullest potential.

Critical parcels are as follows:

- Parcel 35012.9023 which serves to connect City owned parcels 35012.9029 and 35012.9022. Proposed City owned.

- Area within parcels 36364.9052, 36364.9064, 36364.9065, 36364.9066 north of Camp Sekani which contain the downhill (race) trails and main climbing trails. Proposed City owned.

- Corridor from Camp Sekani (parcel 35012.9022) to the top of Beacon Hill and from the top of Beacon Hill to the Esmerelda access and Shields Park access. Proposed County owned within Spokane County. Proposed City owned within the City of Spokane.

- Parcel 35021.9055, 35021.9056 and 35021.9057 which could serve as an access point or trailhead along E. Valley Springs Road. Proposed County owned.
4 Preservation Alternatives

The greatest challenge that the Beacon Hill Trail System faces is that most of the corridor trails and downhill trails off of Beacon Hill located between the established parks are privately owned and therefore public access may become restricted at any time.

4.1 Access Alternatives

Approximately 60% of the existing trail system is located on privately owned lands. Recreational use is permitted on these lands by handshake agreements between the landowners and the public. Landowners may withdraw permission for use of their lands at any time. Much of these lands are crucial to the connectivity and enjoyment of the overall trail system and loss of access may result in the fragmentation of the trail system.

4.1.1 Renew Handshake Agreements

Private landowners allow recreational use of their lands under RCW 4.24.200 and 4.24.210. RCW 4.24.200 states: “The purpose of RCW 4.24.200 and 4.24.210 is to encourage owners or others in lawful possession and control of land and water areas or channels to make them available to the public for recreational purposes by limiting their liability toward persons entering thereon and toward persons who may be injured or otherwise damaged by the acts or omissions of persons entering thereon.”

Handshake agreements have been made between private landowners and the public and are intended as an informal means of allowing access to the trail system. Handshake agreements are non-binding and may be withdrawn at any time.

Trails which are on private lands currently operate under such handshake agreements. This system of recreational use has been mostly effective in the past but there have been occasions in which property owners have restricted access onto their land necessitating the rerouting of trails to maintain trail system connectivity.

4.1.2 Memorandum of Understanding

Memorandums of understanding (MOU) are a formal agreement between two or more parties. Evergreen East Mountain Biking Alliance entered into a 2-year MOU with the City of Spokane Parks and Recreation Department in 2015. The MOU established EEMBA as the Beacon Hill Trail System stewards. Under this agreement EEMBA is committed to maintaining and operating the Camp Sekani trails and Beacon Hill Trail System.

MOUs could be sought between EEMBA and private landowners in order to formalize recreational use on private lands. This option is not beneficial for private landowners as RCW 4.24.200 and 4.24.210 does not apply to private lands operating under an MOU. More liability is incurred by the private party if the agreement is legally binding.

4.1.3 Easement

Easements grant the right to cross or otherwise use someone else’s land for a specified purpose. Easements are legally binding and could be sought to ensure that trail corridors are preserved for future use. Easements may be purchased and owned by the City or County or gifted for the purpose of recreation use.

Recreational trails have a service life and must be reconstructed after they become degraded over time. If easements are pursued for the trail system, then future reroutes must be taken into account in order to ensure that connector trails may be maintained within the designated easement.
4.1.4 Land Acquisition
Much of the Beacon Hill Trail System is located on private, undeveloped lands. These private lands are situated between several existing parks and make up the Beacon Hills Park System. The trail system serves to connect each of these parks.

The preferred alternative is that land is purchased by the City or County and used to expand upon these existing parks. By acquiring public lands, the trails which are currently situated on private lands may be preserved, expanded upon or rerouted for future use.

Several funding options are available for the acquisition of private lands. Potential funding sources are:

- Conservation Futures
- Recreation and Conservation (RCO) Grant
- State Legislative Set-asides

Figure 3 is intended to show future ownership opportunities for the City of Spokane and Spokane County for each parcel located within the Beacon Hill area.

4.2 Trail System Management
The City of Spokane currently owns approximately 450 acres of parkland within the proposed Beacon Hill preservation area and Spokane County currently owns 13.5 acres of parkland within the proposed Beacon Hill preservation area. The Beacon Hill Trail System consists of trails which are situated within the public parks and outside of public parks on private lands. In 2015 EEMBA entered into an MOU with the City of Spokane which established EEMBA as the trail stewards to the Camp Sekani trails.

4.2.1 No Action
The no action alternative represents the least cost to landowners and includes suspending all management actions to the existing trail system. Under this alternative it is expected that the trail system would fall into disrepair and the trails would become degraded and unusable. In some cases, trails may be kept up by unqualified individuals and rogue trails may be reestablished leading to the destruction of natural habitat. Pride of ownership will fade and the Beacon Hill area will become unusable over time.

4.2.2 Ownership Management
Established City and County parks are owned and maintained internally by the landowners. As sections of the Beacon Hill trail system are acquired by the City and County over time, the cost of maintaining the trail system may increase. In addition, it is difficult to appropriate sufficient labor to maintaining a heavily used and expansive trail system.

The proposed ownership of the trail system will be by either the City of Spokane or Spokane County depending on property locations. Trails within the existing trail system extend from Camp Sekani (City owned), through Spokane County and then back into the City of Spokane. Therefore, individual trails management will need to be coordinated between the City and County.

4.2.3 Formalize Management Agreements with EEMBA East Mountain Biking Alliance
Trail system management is currently performed by EEMBA under the existing MOU between EEMBA and the City of Spokane. EEMBA works with the City of Spokane in order to maintain the existing trail system within Camp Sekani. Additionally, EEMBA performs services to the overall trail system located on private/utility lands, EEMBA is the main point of contact between landowners and the public.

The Evergreen East Mountain Bike Alliance is a nonprofit 501(c)(3) and volunteers trail management for the greater Spokane area. As the existing trail system becomes acquired by the City/County, MOUs could
be expanded between landowners and the EEMBA consistent with the existing MOU between the City of Spokane and EEMBA for management of the Camp Sekani trails.

5 GOALS AND POLICIES
The goals and policies section is intended to discuss the preferred alternatives and additional steps that will be required in order to preserve the Beacon Hill Trail System.

5.1 PRESERVE THE BEACON HILL TRAIL SYSTEM
Preserving the existing trail system requires that access to all corridor trails between Esmerelda Golf Course, Minnehaha Park, John C. Shields Park and Camp Sekani are maintained. Current handshake agreements between private landowners and the public are non-binding and may become restricted at any time. Developed lands or lands which become restricted may become unusable and result in the overall fragmentation of the existing trail system.

Maintaining access to the existing trail system involves acquiring privately held lands, renewing handshake agreements with landowners and securing trail easements through properties while focusing effort on critical sections of the trail system.

Preserving the trail system requires the following:
- Secure City commitment to ownership of critical parcels described in Section 3.2 and as shown on Figure 3
- Secure County commitment to ownership of critical parcels described in Section 3.2 and as shown on Figure 3
- Maintain working relationships between EEMBA, the City and the County to dedicate future ownership of proposed non-critical parcels on a case-by-case basis as properties become available for purchase
- Maintain working relationships with private landowners in order to renew handshake agreements
- Proactively work with the City and County in securing public grants for property acquisition
- Seek other ways in which to formally maintain access to the trail system

5.2 SUSTAINABLY MANAGE THE BEACON HILL TRAIL SYSTEM
The Beacon Hill Trail System consists of over 30 designated trails located on approximately 650 acres of land. Camp Sekani contains the highest concentration of the trail system and is operated and managed by the Evergreen East Mountain Biking Alliance (EEMBA) through a memorandum of understanding between the City of Spokane and EEMBA. EEMBA also manages trails outside of Camp Sekani “unofficially”. Under this preservation plan EEMBA proposes to continue its’ efforts in maintaining and managing the trail system in collaboration with the City Parks Department and County Parks Department.

Trail system management will consist of the following policies:
- Renew current MOUs between the City of Spokane and EEMBA in managing the Camp Sekani Trail System
- Expand existing MOUs between the City of Spokane and EEMBA for management of all future City owned properties/easements which support the Beacon Hill Trail System
- Enter into new MOUs between Spokane County and EEMBA for management of all future County owned properties/easements which support the Beacon Hill Trail System
- Coordinate trail maintenance and development with current landowners
5.3 **Promote and Develop the Trail System**

The Beacon Hill Park System serves as one of the only urban recreational areas within the greater Spokane area. The four existing parks (Camp Sekani, John C. Shields, Minnehaha, Esmerelda) are all connected by the existing Beacon Hill Trail System. Many of the recreational users of the trail system do not understand that many of the connecting trails are private lands and may become restricted at any time. Since lands are not owned by the City or County outside of the established parks development within these lands are limited.

Promotion and development of the trail system will consist of the following policies:

- EEMBA will produce the Comprehensive Beacon Hill Trail System Plan with input from the City, County, private landowners and the numerous user groups
- Perform community outreach programs with the intent of educating trail users of trail management policies and trail use policies
- Promote and develop the Beacon Hill Trail System as a community gathering place with the capacity to host various trail-based events and attract recreation-based tourism
Critical Parcels
1 - Parcel #35012.9023
2 - Parcel #36364.9052
3 - Parcel #36364.9064
4 - Parcel #36364.9065
5 - Parcel #36364.9066
6 - Parcel #35021.9055
7 - Parcel #35021.9056
8 - Parcel #35021.9057
REQUEST FOR BIDS
City of Spokane, Washington

BID NUMBER: 4267-16

DESCRIPTION: MANITO PARK ROOF REPLACEMENT (RE-BID)

DUE DATE: MONDAY, JUNE 13, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4th Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Heritage Roofing & Construction

MAILING ADDRESS 9009 N Roseburg Ln
Spokane, WA 99208

PHYSICAL ADDRESS 9009 N Roseburg Ln
Spokane, WA 99208

PHONE NUMBER 509-489-3592

E-MAIL ADDRESS ted.flynn@comcast.net

THEA PRINCE
Purchasing
CITY OF SPOKANE

REQUEST FOR PUBLIC WORKS BID

USING

AIA FORM A201 – 2007

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

REVISED MARCH 18, 2014
PROJECT: Manito Park Roof Replacement

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

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

**MANITO OFFICE BUILDING:** $1,002.00
SALES TAX: ( %) $0
TOTAL: $1,002.00

**MANITO MEETING ROOM:** $19.20
SALES TAX: ( %) $1.67
TOTAL: $20.87

**LOWER RESTROOM BUILDING:** $6400
SALES TAX: ( %) $550.80
TOTAL: $6950.80

**STORAGE BUILDING NORTH OF PARK BENCH CAFÉ:** $6400
SALES TAX: ( %) $550.80
TOTAL: $6950.80

Price per square foot for asbestos removal if needed - $10.50
Price per square foot for additional layers of roofing if needed - $4.50
Price per square foot for 7/16 OSB sheeting replacement if needed - $3.50
Price per square foot for 1/2" plywood sheeting replacement if needed - $4.75

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

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within 120 working days after the project start date is given.
LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIFTY DOLLARS ($50.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.
Washington State Contractor's Registration No. CC HERITRC951MR (must be in effect at time of bid submittal)
U.B.I. Number 102-522-324
Washington Employment Security Department Number 327261-00-9
Washington Excise Tax Registration Number 102-522-324
City of Spokane Business License Number (The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

Award Phase Contact Information
a) Name: Ted Flynn
b) Phone: 509-220-3061
c) Email: ted.flynn@comcast.net

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

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

Name of Bidder: Heritage Roofing and Construction

[Signature of Bidder's Authorized Representative]

Title: Owner
Address: 9009 N Rosebury
Phone: 509-220-3061
MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:
EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;
(2) insuring that minority and women's businesses are solicited whenever they are potential sources;
(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (use additional sheets if necessary):

<table>
<thead>
<tr>
<th>NAME OF MBE/WBE*</th>
<th>IDENTIFICATION &amp; VALUE OF SUBCONTRACTS / SUPPLIES</th>
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<tbody>
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<td>WA. STATE CERTIFICATION NO.</td>
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MINORITY BUSINESS
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<td>Combination Goal:</td>
<td>$______</td>
<td>MBE/WBE Total $______</td>
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</tbody>
</table>

*Designate MBE or WBE

Mr./Mrs./Ms. ______________________________ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.
BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $48,393.00, which is equal to or more than five percent (5%) of the total bid.

Signature

Deposit returned on _____________ by ______________________________
(Date) (Name)

BID BOND

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

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

Manito Park Roof Replacement (Re-Bid)

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

SIGNED AND SEALED on ________________________________

AS PRINCIPAL

By: ________________________________
Title: ________________________________

A valid POWER OF ATTORNEY must accompany this bond.

AS SURETY

By: ________________________________
Attorney in Fact
<table>
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<tr>
<th>DESCRIPTION</th>
<th>HERITAGE ROOFING &amp; CONST. 9008 N ROSEBURY LANE SPOKANE WA 99208</th>
<th>PERRENOUD ROOFING INC PO BOX 7174 SPOKANE WA 99207</th>
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<td>PERRERI964RA</td>
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The bid request was sent to 13 contractor/suppliers/plancenters, with 3 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS AND BIDDER RESPONSIBILITY. AWARD OF BID IS MADE BY CITY COUNCIL.
Memo

To: Berry Ellison, City of Spokane
From: Todd Bronk
Subject: Wheels / Skate Facility Proposal

Date: 05.06.16
Page: 1 of 1

Please find below a base fee estimate below for the Riverfront Park, North Bank Wheels Facility as shown in the attached exhibits to this memorandum. This proposal serves as a starting point for the City and is based on an assumed $900,000 construction budget provided by the City the week of 05-02. A formal proposal will be provided as a follow up when requested based on City input to the attached exhibits, the proposed design process in the attached proposal exhibit from Gridline, and any further information on the facility and adjacent use and needs that are developed during further design refinement on Riverfront Park.

North Bank Wheels Facility:

Berger Partnership $5,850.00

- General Scope to 30% Design: Prime consultant providing design integration, community workshop attendance as needed, support graphics for contextual studies of Wheels Facility. Includes 4% mark-up for sub-consultants.

Gridline $21,150.00

- General Scope to 30% Design: Refer to attached proposal exhibit for details. Summary: Concept design, outreach, and development of 30% Design (geometry, grading, layout) for Wheels Facility of approximately 8500 square feet.

Reimbursable / Expenses / Travel $3,000.00

Total Fee Estimate: $30,000.00
PROPOSAL FOR DESIGN SERVICES – RIVERSIDE PARK SKATEPARK, SPOKANE

Proposal Submitted To:
Todd Brunk
The Berger Partnership
1721 8th Avenue N
Seattle, WA 98109-3015

PROJECT DESCRIPTION: Professional design services for a skatepark of approximately 8,500 square feet (estimated project budget $900,000) at City of Spokane’s planned Riverside Park.

TASK 1. PROJECT STARTUP

a) Project Kick Off Meeting: The Design Team and Client will review current site information (Master Plan and Survey) and discuss how skatepark improvements will integrate with current and future park elements. The Design Team will determine if any additional survey information is needed to commence design. The Design Team and Client will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified.

b) Site Visit: The Design Team and Client will do a site visit to review the existing conditions of the proposed site and explore opportunities and constraints of the site. Items such Vehicular, Pedestrian and Utility Integration, Required/Desired Amenities, and Permitting Requirements will be discussed and solutions proposed for identified items.

c) Community Meeting #1: Design Team will engage community members and stakeholders in a public input meeting on the skatepark design. This meeting will introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for public to view the concept presented with the proposal and provide input that will drive the development of the design concepts. Community members will be given an opportunity to provide input via verbal, written or online participation. The project Facebook page will be used to promote the Skatepark project and post concepts so community members can access project information online and make comments for consideration.

d) Design Review Meeting: Via phone conference/online meeting, Design Team and Client will discuss input from kick off meeting, site visit and Community Meeting. Client will provide direction so Design Team can begin development of the Conceptual Designs.

(Sample) Task 1 Deliverables & Final Products:
A summary report for the site summarizing the results of the Project Startup Meetings for the Client to review and approve, including:
• Brief narrative listing the site constraints and opportunities and an inventory/analysis of potential skatepark area
• Finalized Program, Schedule, and Budget for remainder of Design process
• Summary of Public Input Report from 1st Community Meeting.

TASK 2. CONCEPTUAL DESIGN

a) Preliminary Conceptual Design: The Design Team will develop 2 Preliminary Concepts based on information from Project Startup Report and submit to Client for comment. The skatepark designs will be coordinated with any other proposed Master Plan improvements. The concepts will include the 3D renderings of the skatepark and include preliminary cost estimates.

b) Design Review meeting: The Grindline will meet with City and Design Team in Spokane to discuss the preliminary concepts. City will provide direction to refine concepts prior to Community Meeting #2

c) Community Meeting #2: In a meeting similar to Community Meeting #1, Grindline will return to Spokane to present the Preliminary Concepts and collect feedback. Concepts will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3D models. This allows us to “walk or skate around the design” as well as pull dimensions upon request from the audience. We will use the project’s Facebook page to distribute the image and get feedback from the committee and community.

Sample) Task 2 Deliverables & Final Products:
• Preliminary Conceptual Designs suitable for display showing the site plan and program elements to scale. Submittal to include plan and 3d perspective views and will be submitted in digital format
• Preliminary Cost Estimates with quantity of materials estimates for concepts

TASK 3. FINAL DESIGN – 30% Drawings

a) Design Review Meeting: The Design Team and Client will discuss input from the 2nd community meeting and comments posted on the projects’ facebook forum via phone conference/online meeting. Client will provide direction so Design Team can begin development of the Final Design.

b) Final Design: The Design Team will create a Preferred Concept and submit to the Client for review. This will finalize the skatepark and include collaboration with Berger on any landscaping, amenities, and storm water management components directly related to the skatepark. Grindline will coordinate with Berger on the design of any amenities and connections adjacent to the skatepark. The Final Designs are a complete build out of the skateparks and non-skatepark components. The Client’s review comments will include information and changes relevant to local and state building codes and permits. Design Team will provide detailed line item cost estimates and updated schedule.

c) Design Review Meeting: The Grindline will meet with City and Design Team in Spokane to discuss the preferred concept. City will provide direction to refine concept prior to Community
Meeting #3.

d) Community Meeting #3: Grindline will return to Spokane to host the 3rd community meeting for community members and stakeholders to present the Preferred Concept. The Designs will be presented similar to task 2b and the public will be updated on the project schedule though completion dates.

(Sample) Task 3 Deliverables & Final Products:
- Preferred Concept suitable for display showing the site plans and program elements to scale. Submittal to include plans and 3d perspective views and will be in digital format
- Final Cost Estimates with quantity of materials estimates for approved designs.

Grindline Skateparks
Design Services - Riverside Park Skatepark

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|  |  |  |  |  |  |  |
|  | Grindline subtotal |  |  |  | $21,150.00 |  |
| EXPENSES | Travel/Printing | 1 | Is | $3,000.00 | $3,000.00 |  |
All work, including additional services requested, will be billed at the hourly rates below

**Grindline Skateparks, Inc.**

- Project Director, Principal: $125.00 per hour
- Project Manager, Associate: $75.00 per hour
- Lead Designer, Principal: $125.00 per hour
- Design Associate: $85.00 per hour
- Landscape Architect: $125.00 per hour
- CAD Technician: $55.00 per hour
- Clerical/Administration: $55.00 per hour

Grindline Skateparks appreciates the opportunity to work with The Berger Partnership and the City of Spokane on this next skatepark project. It is our understanding with this proposal that the skatepark’s related budget is $900,000 and estimated to allow for 8,500 sq ft of skate surface. Thank you for the opportunity to provide you with a proposal. We look forward to working with you and adjusting the above scope and deliverables based on the final services desired. If we can be of any further assistance, please call me on 206-932-6414.

Sincerely,


Micah Shapiro
Grindline Skateparks
(206) 932-6414
RIVERFRONT PARK SKATEPARK SIZES - MAY 6TH, 2016

Neighborhood Skatepark (skatespot) - up to 8,000 sq ft
Cost: $15,000 - $320,000
A neighborhood skatepark is usually designed to meet the needs of the immediately adjacent community. They tend to consist of smaller staple skate features that allow users to focus on building their skills. They can also contain unique features if they are designed to compliment nearby larger facilities.

District Skatepark - 8,000 sq ft - 20,000 sq ft
Cost: $320,000 - $900,000
The larger size of a District Skatepark allows it to include a greater variety of features that might not fit into a neighborhood park. District Skateparks usually have multiple skating areas to allow for numerous users to use the facility simultaneously.

Regional Skatepark - 20,000 sq ft and up.
Cost: $900,000 - $8,000,000
Facilities of this scale provide a regional/national draw for skateboard tourism as well as a venue that will attract large events. A Regional Skatepark usually has some type of signature feature or multiple signature features that make it stand out and provide a unique experience for the end user.
KIWANIS SKATEPARK  
Skate Facility Size: 11,000 sf  
Skate Facility Type: Wheels Facility  
Project Cost: $348,000  
Key Features:  
- Accommodates all skill levels.  
- Constructed within existing park, built around numerous mature trees.  
- Includes both "skate bowl" and "street course" to include multiple user groups.

MARTIN ROAD PARK  
Location: Amarillo, TX. (2007)  
Skate Facility Size: 6,600 sf  
Skate Facility Type: Wheels Facility  
Project Cost: $210,000  
Key Features:  
- "Street course" style skating.  
- Constructed within existing park adjacent to existing trees.  
- Utilizes natural site topography & minimal grading to inform skatepark layout.

HIDEAWAY SKATEPARK  
Location: Winter Park, CO. (2007-2010)  
Skate Facility Size: 8,000 sf (phase 1)  
Skate Facility Size: 6,000 sf (phase 2)  
Skate Facility Type: Wheels Facility  
Project Cost: $344,000 (phase 1)  
Project Cost: $210,000 (phase 2)  
Key Features:  
- Accommodates all skill levels.  
- Constructed within existing park, adjacent to existing stream.  
- Incorporates manicured landscape plantings and park views into facility.

BINGEN SKATEPARK  
Location: Bingen, WA. (2010-2014)  
Skate Facility Size: 9,500 SF  
Skate Facility Type: Skate Facility  
Project Cost: $364,000  
Key Features:  
- "Looped" layout to create a skate racetrack.  
- Constructed within existing city park.  
- Large existing tree preserved and integrated into middle of skate area.

What separates a "Wheels Facility" from a typical "Skatepark"? Wheels facilities focus on adding ACCESSIBILITY... ...Ensuring any wheeled device, including wheelchairs, can access skate park components.
CITY OF SPOKANE
INTERDEPARTMENTAL REIMBURSEMENT
MEMORANDUM OF UNDERSTANDING

RE: New Riverfront Park HSBS Construction and the Utilities Water Main

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the City of Spokane Parks and Recreation Department ("Parks"), and the Utilities Division ("Utilities"), both parties being Departments of the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Hereafter referenced individually as a "party", and together as the "parties".

1. PURPOSE: The City of Spokane Parks and Recreation Department owns and operates Riverfront Park located in the heart of downtown Spokane. Within Riverfront Park numerous bridges cross portions of the Spokane River as it courses through the City. One particular bridge, the Howard Street Bridge South ("HSBS") currently houses a vital Utilities Division 10-inch Water Transmission Main ("Water Main"). The HSBS is being reconstructed during the 4 year Riverfront Park Rehabilitation Project, funded via a voter approved $64 Million Parks Bond ("Bond"). Utilities requires the HSBS continue carrying the vital Water Main, which will be updated to an 18-inch Water Transmission Main, to facilitate greater flows to downtown and northwest Spokane, thus Utilities is financially contributing to the construction costs necessary to ensure its upgrade from a 10 inch to 18 inch Water Main and corresponding installation during the HSBS construction process.

The purpose of this MOU is to memorialize this inter-departmental arrangement wherein Utilities agrees to be financially responsible for all costs necessary for the new replacement HSBS to continue carrying the Water Main across the south channel of the Spokane River. Current construction cost estimates for the installation of the 18 inch Water Main onto the replacement HSBS is expected to be approximately SEVENTY FIVE THOUSAND AND FIVE HUNDRED
DOLLARS ($75,500.00), and is subject to public bidding requirements. The parties agree that Utilities is solely financially responsible for any and all costs associated with the Water Main installation onto the replacement HSBS. Estimation of construction contingency (10% admin reserve), construction management (15% of construction plus contingency), and design (10% of bid price) costs multiply the construction cost by 1.365. For a bid cost of $75,500, this brings the reimbursement cost to $103,057.50. The reimbursement request should not exceed $150,000.

Utilities will reimburse Parks directly after costs have been incurred.

2. PARKS HSBS REPLACEMENT PROJECT BACKGROUND:
HSBS Construction ("Work") will begin late summer of 2016, with demolition and removal of the current HSBS and Water Main installation slated to commence as early as September, 2016. Work is expected to take fourteen (14) months, carrying into fall of 2017. The Water Main will be out of commission for most of that period of time.

a. The Howard Street South Channel Bridge (HSBS) is located in Riverfront Park immediately north of the Rotary Fountain, and crosses the South channel of the Spokane River.

b. This HSBS Replacement Project will remove and replace the existing HSBS due to the degraded condition of the current bridge. For several years, HSBS has been limited to use only over the outside portions of the bridge. The new HSBS will be built in nearly the identical footprint as the old bridge, although will be an updated, streamlined structure.

c. The existing HSBS also carries a Utilities 10-inch Water Transmission Main across the south channel of the Spokane River. The new HSBS will house an upgraded 18-inch Water Transmission Main, updated to facilitate greater flows to downtown and northwest Spokane.

3. UTILITIES OBLIGATIONS:
Utilities shall be responsible for all design and construction costs associated and necessary to the Water Main installation to the replacement HSBS. This Utilities responsibility includes all related Water Main and HSBS Engineering, Design, and Public Works competitive bidding (as identified in RCW 39.04), followed by construction necessary to complete the Water Main installation as part of the replacement HSBS Project.

4. PARKS OBLIGATIONS:
Parks shall be responsible for all design and construction costs associated and necessary to the replacement of HSBS. This Parks responsibility includes all related HSBS Engineering, Design, and Public Works competitive bidding (as
identified in RCW 39.04), followed by the associated construction Work necessary to complete the replacement HSBS Project.

5. **PARTIES MUTUAL OBLIGATIONS:**
Each party to this MOU are independently responsible for compliance with all federal, state, local laws and ordinances related to the subject matter of this MOU. Each party to this MOU are independent Departments within the City of Spokane, with employees and agents acting solely within the confines of their own related Department, and not under the influence or control of the other party.

Dated this ____ day of ______________, 2016.

UTILITIES DEPARTMENT

CITY OF SPOKANE

PARKS AND RECREATION

__________________________  __________________________
Director                        Director

CITY OF SPOKANE

__________________________
CITY ADMINISTRATOR

Attest:  Approved as to form:

__________________________  __________________________
Clerk                        City Attorney

Attachments that are part of this MOU:
July 5, 2016
File: SP16512A

Ms. Jo-Lynn Brown
Project Coordinator
City of Spokane Parks and Recreation
City Hall Fifth Floor
808 W. Spokane Falls Blvd.
Spokane, Washington

RE: PROPOSAL
Construction Material Testing and
Special Inspection Services
Riverfront Park Redevelopment Project
Spokane, Washington

Dear Ms. Brown:

Strata, A Professional Services Corporation (STRATA) is pleased to provide the following proposal for construction material testing and special inspection services for the Riverfront Park Redevelopment Project located in Downtown Spokane, Washington. STRATA is confident that our firm can provide the required construction material testing and inspection services in a cost-effective, timely, and professional manner.

This proposal contains information regarding our project understanding, anticipated scope of services, details of our unit fees, and an estimate of the material testing investment. We have prepared our proposal based on the following:

- The Permit Set of project plans provided by City of Spokane dated April 1, 2016;
- Our email conversations with Ms. Jo-Lynn Brown, Project Coordinator, with the City of Spokane Parks and Recreation, in June of 2016;
- Our phone conversation with Ms. Brown on July 1, 2016;
- The Statement of Special Inspections as detailed on the structural drawings dated March 18, 2016;
- The special inspection and testing requirements established in the 2012 International Building Code (IBC 2012); and
- Other referenced standards such as the American Society for Testing and Materials (ASTM), American Welding Society (AWS), American Concrete Institute (ACI), and the American Society of Civil Engineers (ASCE).
PROPOSED CONSTRUCTION

We understand the project includes construction of a new pedestrian bridge (Howard Street South Bridge), a new recreational ice skating rink with a refrigerator system and looped trail, a new control building to service the ice rink and skyride, a new carousel, a new pavilion building, utilities, and landscaping features.

The improvements to the Howard Street South Bridge, as we understand, will utilize the existing bridge footings and abutments. However, a total of six 3-foot diameter drilled shafts will service the new intermediate piers 2 and 3. A total of 42 hollow-core bridge girders will span the bridge piers. An 18-inch diameter water main will be installed and connected to the bottom of the bridge girders. There will be pedestrian-accessible seating and outlook areas installed on each side of the bridge.

The construction of the control building for the ice rink and skyride will utilize isolated shallow spread footings with an earth support slab. The building will be comprised of cold-formed steel framing, concrete masonry walls, and a steel deck roof.

We understand that the U.S. PAVILIOIN event center and LOOFF CARROUSEL buildings are still in the design-phase. We understand that construction of the LOOFF CARROUSEL will begin in February 2017 with a year-long estimate for construction. We further understand that the $23 million centerpiece U.S. PAVILION event center, a central plaza conservation area, playground improvements, gardens and surface parking improvements will begin in 2018. Projects on the Havermale Island will begin in 2018, and most of the project work on Canada Island and north sections of the park will begin in 2019.

This proposal is therefore based on our project understanding, anticipated project duration, and anticipated scope of services as detailed below. The quantities listed in our fee schedule are estimates; variance in these quantities and associated testing fees may take place due to design changes, additional services, construction schedules, unanticipated conditions, weather, contractor scheduling, or other factors beyond our control. We elaborate on our anticipated scope of services and approach in the following sections.

PROJECT APPROACH and SCOPE OF SERVICES

Project Team

Staff assignment will be dependent on the nature of the testing required. Our intention is to be an invaluable resource to the City of Spokane and members of the design and construction team throughout the duration of the project. Our primary anticipated role will include the following:

- Materials verification, testing, and compliance;
- Documentation of construction activities, testing, and inspection activities and results via Daily Field Reports;
- Special Inspection of work complying with referenced standards and specifications;
Communicating directly with the City of Spokane and other designated project personnel; and

Promoting and participating in a SAFE approach to construction activities.

Based on STRATA’s review of project plans “Permit Set” and specifications dated April 1, 2016 and conversations with Ms. Jo-Lynn Brown, we anticipate our scope of services on this project will comprise the following:

**Soil/Aggregate Observation and Testing**

STRATA will provide a qualified field professional to observe and test compaction during foundation, slab, fill and backfilling operations, and asphalt subgrade preparation (structural fill placement, aggregate placement below slabs, utility trench backfill, and other miscellaneous project fill and backfill). We will sample on-site and any imported materials used for fill and backfill and transport these samples to our laboratory for required testing. We assume the geotechnical engineer-of-record will provide observations and recommendations specific to foundation subgrade preparation, drilled piers, and asphalt and slab subgrades and have not included this service in our scope for this project. We have not included engineering observations within our scope of service for soil and aggregate testing. STRATA is not the Engineer of Record (EOR). Accordingly, we assume the EOR will provide engineering continuity services for this project.

**Reinforcing Steel Placement and Embedded Items Special Inspection**

STRATA will provide a qualified inspector to verify the placement of reinforcing steel and embedded items prior to the placement of concrete. Our reinforcing steel and embedded items inspection will include verification of type, grade, size, cleanliness, lap splice, clearance, coverage, and general placement of reinforcing steel/embedded items for conformance with project plans and specifications. Discrepancies will be reported to the contractor for correction prior to the placement of concrete. If discrepancies are uncorrected, we will notify you and other designated persons of non-compliant conditions.

**Concrete Observation, Sampling and Testing**

We will provide a qualified inspector to observe the placement of structural concrete and conduct sampling and field testing of concrete, including casting of compressive strength test cylinders for verification purposes. Our field services will include testing for slump, temperature (concrete and ambient), air content, verification of mix design based on review of concrete batch tickets, and casting of test specimens. Sampling and field-testing of concrete will be conducted by personnel certified by, at minimum, the American Concrete Institute (ACI) as a Concrete Field Testing Technician-Grade I. We estimate that 1 set of 5 compression test cylinders for laboratory cure (1 tested at 7 days, 3 at 28 days, and 1 held pending 28 day test results) will be required for each 100 cubic yards or once for each day’s placement for all concrete placed. Additionally, prior to concrete placement activities (requiring special inspection), our inspector will discuss with the contractor the concrete curing methods, techniques and temperature requirements.

Upon completion of the 24-hour initial curing period, STRATA will pick up and deliver concrete compression specimens to our certified laboratory for curing and testing. STRATA will document compression test results, and a test report will be sent as required by project
specifications. We have based this proposal on the assumption that compliance testing of other materials (i.e. aggregates, cement, etc.) will not be required. Therefore, we have not included these activities in the anticipated scope. If it becomes necessary, we can provide these services for an additional fee.

At this time, we assume that the concrete for the bridge girders will be pre-cast concrete panels. We will perform one visit to the fabrication plant to verify the quality control procedures of the fabricator as approved by the Post-Tension Institute.

**Structural Concrete Masonry Observation and Testing Services**

We will provide an ICC-certified special inspector to provide continuous special inspection during the placement of grout and during the sampling of mortar, grout, and/or masonry units for the new skyride and ice rink control building. Also, we will provide periodic special inspection of the placement of masonry units, mortar, reinforcing steel, and items embedded in masonry. We will sample and test construction materials including: pre-construction masonry prisms, grout, and mortar for compression testing for each 5,000 square-foot (SF) of masonry construction, or as required by the project specifications. We will deliver these samples to our laboratory for compressive strength testing. We have based our estimated fee on the assumption that the masonry will be constructed using low-lift grouting techniques (limiting grout placement lift to 4 to 5 feet per placement).

**Structural Steel Field Bolting/Welding Special Inspections**

We have based our proposal on the understanding that fabrication of structural steel will be completed in the facility of an approved/certified fabricator, eliminating the need for special inspection at the fabrication shop. We will provide a special inspector certified by either the American Welding Society (AWS-CWI) or International Code Council (ICC) to observe welding operations during structural steel erection and connection at the project location. This will be accomplished on a periodic and/or continuous basis as dictated by the approved drawings and applicable codes. Our services include the observation of welder certifications, material identification, joint fit-up, and general compliance of structural steel construction to the project requirements and applicable codes.

**Hot Mix Asphalt (HMA) Observation and Testing**

STRATA will provide a qualified field professional to observe, sample, and test compaction during HMA paving of the new bridge approaches. HMA samples will be obtained at the supplier's batch plant and transported to our laboratory for the required testing. Our laboratory testing will comprise maximum theoretical specific gravity, volumetric properties, and asphalt content and mix gradation. We assume coring of the asphaltic concrete will not be required, however, we can provide these services, if needed.

**Project Management and Reporting**

Mr. Jacob Westerman will be the Project Manager and the point of contact in the coordination of our special inspection, field observation, and laboratory testing services. Mr. Westerman will also work with your site representative to coordinate our services. In general, requests for scheduling of our inspection and testing, meeting attendance, and communication processes will be handled through our local Spokane, Washington office (phone 509-891-1904).
We request that scheduling calls be made 24 hours in advance in order to allow the appropriate response time for the project.

Field personnel will issue an electronic copy of their preliminary daily field reports and field test results on site at the completion of each day’s testing. STRATA’s project manager will review the daily reports generated by field staff during construction, and these finalized reports will be summarized and transmitted electronically to the selected project representatives at the end of each week.

Throughout construction, items found in non-compliance with the project requirements will be brought to the immediate attention of the contractor’s superintendent, designated design professionals, and your project representative. As re-inspection items can have a serious impact on our budget, our project manager will review the daily progress reports to monitor items requiring re-inspection and the hours involved in these re-inspections. These items will be documented and this information will be forwarded to you periodically for appropriate action and tracking of potential change orders and/or back charges. STRATA’s project manager will also conduct field visits in support of STRATA personnel and inspection procedures. Upon completion of the project, we will provide a final summary report to document the materials testing services.

**FEE ESTIMATE**

STRATA proposes to perform the above Scope of Services on a time and expense basis. Based on our current project understanding, as conveyed throughout this proposal, we estimate our fees for material testing and inspections of the Howard Street South Bridge and the Ice Rink and Skyride structures at $84,120.00. An additional fee estimate will be provided once design is complete. Overtime will be invoiced at 1½ times the hourly rate for all time before 7:00 AM, after 5:00 PM, over 8 hours per day, weekends or holidays. Mileage and time will be invoiced portal to portal from STRATA’s office.

**LIMITATIONS**

The above scope of services is for construction material testing, inspection and laboratory services. Our services do not include a geotechnical evaluation of any kind. We are not assuming the geotechnical engineer-of-record for the project. Our construction material testing, inspection, and laboratory services are limited to verifications of the plans and specifications. STRATA does not represent or warrant that we have reviewed the construction documents (plans, specifications, etc.) for accuracy, appropriateness and whether the documents meet the standard of care at the time of our services in the eastern Washington area.

**SUMMARY**

We sincerely appreciate the opportunity to work with the City of Spokane Parks and Recreation and look forward to successful project construction and completion. We will perform testing services under the attached General Conditions for Construction Observation, Special Inspection & Material Testing Services. These General Conditions cannot be excluded from the overall contract terms by issuance of a purchase order, reconstructing the scope in a separate client contract form, or otherwise constructing a new contract vehicle. Our acceptance of client’s contract form does not constitute a waiver of these General Conditions unless specifically stated.
in writing. You have the option to negotiate our General Conditions prior to accepting this proposal. Please read all sections carefully.

STRATA personnel take pride in their ability to provide timely and professional service to our clients. Again, we appreciate the opportunity to provide you this proposal to perform construction material inspection and testing services on this project. If this proposal and contract terms are acceptable to you, please sign and return one copy of the attached General Conditions as authorization to proceed when contacted. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Sincerely,
STRATA

[Signature]

Jacob E. Westerman, MSI
Construction Services Manager

[Signature]

Paxton K. Anderson, P.E.
Area Manager

JEW/PKA/cm

Attachments: General Conditions for Construction Observation, Special Inspection & Material Testing Services
Termination and Suspension

If STRATA has provided an estimated total fee or proposal, we will notify Client before we exceed the total fee and shall not continue to provide services beyond such limit unless Client authorizes an increase.

Standard of Care

STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services in similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials. Further, our services are limited to construction observation and material testing and do not include any investigation, identification, evaluation, testing, or treatment of any Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arises from, or is alleged to arise from, Hazardous Materials. “Hazardous Materials” includes, but is not limited to any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

Certifications

STRATA will not execute any certification. STRATA’s services are only an expression of our professional opinion based on the service STRATA performed for Client and are not a guarantee or warranty of any kind, fact, or result.

Samples

If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples until the requested laboratory testing has been completed and the results published to our client, at which time all non-contaminated, unused samples or sample remnants will be discarded. Any unused or remnant samples of material which fail to comply with project specifications will be retained for a period of five (5) working days beyond the date of publication of our laboratory test report to Client, unless specific instructions otherwise are received from Client. Additional fees may be incurred for reprocessing and/or storing unused samples or sample remnants. Samples contaminated with hazardous materials shall be promptly removed and lawfully disposed of by Client.

Party Relationship

STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual project tasks without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client’s consent where STRATA deems it necessary or desirable to complete our scope of services.

Non-Solicitation

The parties agree that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, the parties shall not directly or indirectly, induce, engage, encourage, or attempt to induce, engage, or otherwise counsel, advise, ask, or offer any person who is, at the time, employed in any capacity by the other party, to leave the employ of the other party, or to accept employment with another employer, including but not limited to the other party, or to become an independent contractor, or to offer employment to or hire such person.

The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the violating party shall pay the other party, as liquidated damages the sum of twenty-two thousand dollars ($22,000) for each breach.

The parties agree that these liquidated damages represent reasonable compensation to the other party for losses that would be incurred by it due to any such breach, and nothing in this provision is intended to limit STRATA’s right to seek and/or obtain injunctive or other relief as may be appropriate.

Site Disturbance

In the normal course of our services, STRATA may cause surface and subsurface disturbance. Property restoration is not included in STRATA’s scope of services unless specifically included in the proposal.

Indemnity

STRATA and Client agree to indemnify and hold each other harmless from and against claims, suits, liability, damages, and expenses, (including reimbursement of reasonable attorneys’ fees) to the proportionate extent caused by its negligent performance of services under this Agreement.

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<th>Client Name:</th>
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**TERRORIST ACTIVITY.** Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. Client will indemnify, defend, and hold STRATA harmless against all third-party claims for such damages that arise from, or are alleged to arise from Terrorist Activity. The term “Terrorist Activity” means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

**RISK ALLOCATION.** Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any and all injuries, damages, claims, losses, expenses or claim expenses, including attorney's fees, arising out of or relating to this agreement based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution, such that STRATA's total aggregate liability, including but not limited to attorney's fees and costs, shall not exceed the percentage share of STRATA's fee as it relates to the Client's total fee or in the case of an owner, the total project value, up to a maximum of fifty thousand dollars ($50,000).

If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate fee increase to reflect the appropriate risk allocation. It is intended by Client and STRATA that this provision shall apply to the indemnity obligations set forth above. Client and STRATA agree that neither will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in this agreement. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no actions, claims, or proceeding of any kind, whether in tort, contract, or equity, arising out of STRATA's services, may be brought against STRATA more than 2 years after STRATA's last service date in connection with this project.

**SURVIVABILITY.** The indemnity obligations, limitations of liability, and assigned requirements established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement or any amendment to it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

**NO JOINT AND SEVERAL LIABILITY.** STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed, or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless and to the extent said loss or damage or injury is the direct and proximate result of STRATA's sole negligence.

**TERMINATION AND SUSPENSION.** Client or STRATA may terminate or suspend this Agreement within seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the project's termination. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

**DISPUTE RESOLUTION.** No action may be instituted or prosecuted in any court related to any dispute arising from or in connection with this Agreement unless the party wishing to institute such action first demands in writing, and participates in good faith, in a non-binding facilitated mediation of the dispute. Each party will pay its own costs and fees of mediation, and the fees and costs of the mediator shall be shared equally between the parties. The mediation shall be conducted by a mutually agreed to mediator selected by the parties from the list of civil mediators approved by the jurisdiction's Supreme Court, or another mutually agreed upon mediator. In the event the parties cannot reach agreement on an approved mediator, either party may petition the local jurisdiction's District Court for the appointment of a qualified and approved mediator. A respondent's refusal to mediate relieves the other party from the mediation requirement.

**CONTROLLING LAW.** The laws of the State in which the project occurs will govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in the county seat where the project is located.

**INTEGRATION AND SEVERABILITY.** The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

**DOCUMENT OWNERSHIP.** Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project (“the Work”). STRATA owns the Drawings, Specifications, Reports and other documents, including document copies. Any reuse or modification of the Work by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to STRATA. Client will defend, indemnify, and hold STRATA harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

**ELECTRONIC DELIVERABLES.** In recognition of STRATA’s sustainability efforts in the services we provide, STRATA may elect to provide our deliverables in electronic formats, which may change from time to time, but at a minimum may include: electronic mail, portable document format, flash drives, PowerPoint presentations, or other reusable hardware devices. When notified in our proposed scope of services, Client agrees to accept deliverables in an electronic format, to not manipulate said format, and to reproduce deliverables in their entirety when necessary. Client further agrees to hold STRATA harmless from any misuse, loss, or other activity that compromises the deliverable intent.

**GENERAL CONDITIONS ACCEPTANCE AND AUTHORIZATION TO PROCEED:** If Client gives verbal authorization to proceed and does not object in writing to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

---

Signature: ____________________________ Printed Name: ____________________________ Title: ____________________________ Date: ____________________________

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GENERAL CONDITIONS FOR CONSTRUCTION OBSERVATION, SPECIAL INSPECTION & MATERIAL TESTING SERVICES REVISED JANUARY 2014.

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www.stratageotech.com

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INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to have the opportunity to provide you with geotechnical engineering and environmental services during the redevelopment of Riverfront Park. We understand the projects will occur over an approximate 4-year period extending through the end of 2020, and many of the projects are still in the conceptual stage. Our proposal includes our general scope of services for anticipated subsurface exploration activities, but we understand you want to maintain a degree of flexibility to adapt to changing conditions. As you are aware, the past use and history of the site can present challenges, particularly with respect to environmental conditions. Our goal is to be proactive, to identify potential issues before they arise, and provide you with cost-effective solutions.

GENERAL SCOPE OF SERVICES FOR PLANNED PROJECTS

Our general scope of services will include geotechnical and environmental evaluation and assessment prior to final design and construction, geotechnical observation during construction, environmental observation during construction which includes soil sample collection and subcontracted laboratory analysis, design coordination and review, water discharge compliance monitoring, and general project management including annual reporting. The list of anticipated projects, expected timeframe and general scope of services are listed below.

Howard Street Bridge South Replacement and Theme Stream Crossing (2016-2017)

- Design coordination and review (2016)
- Construction-phase environmental services (2016)
- Water discharge compliance monitoring (2016)
Year Round Recreational Rink and Skyride Facility (2016-2017)
- Design coordination and review (2016)
- Construction-phase environmental and geotechnical services (2016-2017)

Looff Carrousel, Rotary Fountain and Red Wagon Playground (2017)
- Design coordination and review (2017)
- Construction-phase environmental and geotechnical services (2017)

Havermale Island, U.S. Pavilion Event Center and Howard Street Promenade (2017-2020)
- Geotechnical evaluation and environmental assessment (2017)
- Design coordination and review (2017-2020)
- Construction-phase environmental and geotechnical services (2018-2020)

Howard Street Bridge North, Howard Street Bridge Mid-Channel and Canada Island (2018-2020)
- Environmental assessment (2018)
- Design coordination and review (2018-2020)
- Construction-phase environmental services (2019-2020)

North Bank Landscape, Parking, Access, and Regional Playground (2017-2018)
- Geotechnical evaluation and environmental assessment (2017)
- Design coordination and review (2017-2018)
- Construction-phase environmental and geotechnical services (2017-2018)

Pedestrian Bridge Repair (Five Total) (2017-2020)
- Environmental assessment (2018)
- Design coordination and review (2017-2020)

**SCOPE OF SERVICES**

The level of detail for each of these projects is different and cannot be fully identified until the design phases for some of the future projects are initiated. Furthermore, the subsurface conditions with respect to the presence/absence and concentrations of contaminants of concern is generally unknown, which could affect the detail of the scope of services. We provide you below with a basic scope of services and range of fee estimates for each of the six primary scope categories: (1) geotechnical evaluation and environmental assessment; (2) design coordination and review; (3) construction-phase environmental and geotechnical services; (4) water discharge compliance; (5) annual reporting; and (6) project management.
Geotechnical Evaluation and Environmental Assessments

We will provide combined geotechnical engineering evaluations and environmental assessments for the following projects: (1) Havermale Island, U.S. Pavilion Event Center and Howard Street Promenade; (2) North Bank Landscape, Parking, Access and Regional Playground.

We have already completed geotechnical engineering evaluations and environmental assessments for The Year Round Recreational Rink and Skyride Facility, and the Looff Carousel.

We understand CH2M has completed geotechnical engineering evaluations for the Howard Street Bridge South Replacement and Theme Stream Crossing project. Therefore, geotechnical/environmental evaluations and assessments will not be included as part of our services for this project.

We also understand that CH2M will complete geotechnical evaluations for the Howard Street Bridge North, Howard Street Bridge Mid-Channel and Canada Island project, as well as the Pedestrian Bridge Repair project. Therefore, our services for those two projects will be limited to environmental assessments (including conducting subsurface explorations for environmental sampling).

Our general scope of services for geotechnical evaluation and environmental assessment will include:

- Notifying the One-Call utility locating service before execution of our subsurface exploration program to confirm the absence or presence of underground utilities at or near our proposed exploration locations. We will also coordinate with Parks personnel and subcontract a private utility locator to check for possible underground utilities. We assume Parks personnel will mark locations of city-owned underground utilities.

- Developing a site specific health and safety plan (HASP) for on-site exploration activities.

- Exploring subsurface soil, rock and groundwater conditions near proposed structures and facilities, and in cut or fill areas. Subsurface exploration methods will vary depending on a number of factors, including, but not limited to: planned structure type, estimated foundation loads, site grading plans and available existing information about subsurface conditions. We anticipate exploration methods will consist of borings (either hollow-stem auger, air-rotary or sonic methods) or test pits. The type, number and depth of explorations will depend, in part, on the factors listed above.

- Field screening soil samples obtained from the explorations for potential petroleum-related contaminants. Field screening will consist of headspace vapor measurements using a photoionization detector, water sheen testing and visual observation. A portion of each soil sample obtained will be placed in laboratory supplied sample containers for potential chemical analysis.

- Containing, labelling and storing investigation-derived waste (IDW), consisting of excess soil cuttings and decontamination water, at an owner approved location on site. IDW will then be returned to the investigation area once construction activities begin. The IDW will be handled as soil from the project and either reused in accordance with the soil management plan or disposed of off-site with other soil from the project area.

- Submitting select soil samples from each exploration to a qualified analytical laboratory for environmental testing. We anticipate analyses could include: petroleum hydrocarbon screening using Northwest Method NWTPH-HCID; polycyclic aromatic hydrocarbon analysis using Environmental Protection Agency (EPA) Method 8270 SIM; and Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and
silver) using EPA 6000/7000 Series methods. Samples will be submitted on a standard turn-around time (approximately 2 weeks). Follow-up analyses could include volatile organic compounds (VOCs) using EPA Method 8260, and toxicity characteristic leaching procedure (TCLP) for metals using EPA 6000 series methods. Other analyses might be warranted depending on conditions encountered during drilling, results of initial laboratory analyses and information provided in the Phase I Environmental Site Assessment (ESA). Samples not initially submitted for chemical analysis will be held by the laboratory for potential follow-up analysis.

- Conducting geotechnical laboratory testing to assess select physical and engineering characteristics of soil encountered in the explorations relative to proposed improvements. The laboratory program may include but not necessarily be limited to: gradation analyses, moisture content and dry density determinations, and Atterberg limits tests. Laboratory testing will be completed in general accordance with applicable ASTM International (ASTM) test methods. Geotechnical laboratory testing of fill material will not be conducted if results of field screening and/or analytical testing described below indicate samples contain contaminants of potential concern (COPC) greater than applicable regulatory cleanup levels. If results of analytical testing indicate soil samples contain COPC at concentrations greater than applicable cleanup levels, those samples will be removed from our geotechnical laboratory and placed with the other IDW, as discussed in the environmental section of this proposal.

- Developing recommendations for site preparation, earthwork and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the characteristics of the soil and rock that underlies the site and excavation feasibility; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil, which will support slab-on-grade concrete floors, pavements and exterior hardscape; and criteria for structural fill placement and compaction in building, pavement areas and utility trenches.

- Developing recommendations for design and construction of conventional shallow spread foundations, including: allowable soil bearing pressures; minimum width and depth criteria; coefficient of friction and equivalent fluid density for the passive state of stress to estimate resistance to lateral loads; estimates of foundation settlement; and recommendations for treatment of unsuitable soil that might be present at proposed foundation grade. We also will provide recommendations for modulus of vertical subgrade reaction which may be used to design structural slabs and grade beams.

- Developing recommendations for design and construction of on-grade floor slabs including: criteria for base course gradation, thickness and compaction; and the need for and criteria that may be used in the design of a moisture vapor barrier.

- Providing recommendations for design of retaining or below-grade foundation walls, including lateral earth pressures and wall backfill criteria, as applicable.

- Providing seismic design criteria based on the 2012 and 2015 (as applicable) International Building Code (IBC). We will provide a recommended seismic site class for use in seismic design.

- Evaluating the feasibility of managing stormwater via disposal in on-site swales, drywells or other shallow infiltration systems, as appropriate, and recommendations for use by the civil engineer during design of such facilities.
Providing a final combined environmental and geotechnical written report containing our findings, conclusions and recommendations.

**Assumptions**

- Neither a geotechnical evaluation nor an environmental assessment is needed for the Howard Street Bridge South Replacement and Theme Stream Crossing.
- CH2M will conduct geotechnical evaluations for the Howard Street Bridge North, Howard Street Bridge Mid-Channel and Canada Island project. Therefore geotechnical evaluations for this project are not included as part of our services.
- CH2M will conduct geotechnical evaluations for the Pedestrian Bridge Repair project. Therefore, geotechnical evaluations for this project are not included as part of our services.
- We have included estimated fees to conduct environmental assessments for the Howard Street Bridges and Pedestrian Bridge projects listed above. For budget estimating purpose, we have included estimated fees to conduct subsurface explorations in order to collect soil samples for environmental testing. Environmental sampling can be coordinated with CH2M, if desired, to save on subsurface exploration costs.
- For budget estimating purposes, we assume the subsurface exploration program for each project will include 10 borings, each advanced to a depth of 20 feet below site grade. We will develop project-specific subsurface exploration programs for each project (including the type, number and depth of explorations) based on designs available to us at the time we complete field work.
- For budget estimating purposes, we assume $2,000 for geotechnical laboratory testing for each project that includes a geotechnical evaluation. The number and types of geotechnical laboratory testing for each project will depend on soil type(s) encountered during exploration.
- For budget estimating purposes, we assume $15,000 for environmental analytical testing for each project that includes environmental assessment services. The number and types of analyses performed will depend on conditions encountered during exploration, review of the project Phase I Environmental Site Assessment and turn-around times.
- Project sites will be suitable for shallow spread foundations. Our scope and estimated fees do not include recommendations for alternative deep foundations.
- The required archeological monitoring plans have been developed by others and were accepted by the appropriate agency. We assume that coordination and discovery of cultural resources will not impede geotechnical and environmental exploration programs.
- Rock coring will not be needed at this time, however it is dependent upon the proposed structure design and location.

**Design Coordination and Review**

We will review project specifications and drawings at greater than 50 percent submittal for compliance with environmental regulations and the project soil management plan (SMP). The drawings and specifications will be reviewed for correct reference and clarity on implementing the requirements in the SMP including, but not limited to:

- Installation of geotextile indicator lay where appropriate;
Reference to geotextile specifications;
Identification and allocation of site soil in accordance with the soil categories listed in the SMP.

Assumptions
For budget estimating purposes, we assume 12 hours for a geotechnical/environmental principal, 16 hours for a senior engineer and 16 hours for a project manager.

Construction-Phase Environmental and Geotechnical Services

Our construction-phase environmental and geotechnical engineering services will include:

- Visiting the site to observe soil handling methods, geotextile placement, foundation grade, floor slab and pavement subgrade conditions and preparation;
- Responding to geotechnical-related requests for information from the contractor;
- Assisting the design team with geotechnical-related issues during construction;
- Sampling soil designated for off-site disposal in accordance with the soil management plan and submitting to a qualified environmental analytical laboratory for testing of select COPC;
- Sampling soil at the end of excavations or before structures are built over the soil to characterize the soil remaining in place in accordance with the SMP, and submitting the samples to a qualified environmental analytical laboratory for testing of select COPC;
- Collecting soil disposal information from the contractor to document fate of soil removed from the site;
- Developing and maintaining a GIS database to identify sample locations and analytical results.

Assumptions
For budget estimating purposes, we assume 20 site visits per project, each site visit lasting four hours, including documentation, sampling, sample delivery to an analytical laboratory and field reports.

For budget estimating purposes, we assume 32 hours for a project manager and 16 hours for a principal engineer per project, to respond to requests for information, assist with geotechnical issues during construction for each project and coordinate environmental sample collection.

For budget estimating purposes, we assume $10,000 for environmental analytical testing for each project, with the exception of the Howard Street Bridge South Replacement Project. The number and types of analyses performed will depend on conditions encountered during exploration, review of the project Phase I Environmental Site Assessment and turn-around times.

For budget estimating purposes, we assume 20 soil samples will be collected for each project, and submitted for analyses on a standard 10 day turn-around-time.

For budget estimating purposes, we assume 16 hours for an environmental data analyst, and 24 hours for a GIS analyst to review, tabulate, summarize and map laboratory analytical results for each project.
Water Discharge Compliance Monitoring

We understand that it is desired to have the contractor sample and report the water quality discharged from the site in accordance with the Industrial discharge Agreements (IDAs) and Construction Stormwater General Permit (CSWGP) and supplemental Administrative Order (AO). Because the conditions of the IDA and AO were unknown before the bid documents for the Howard Street South Bridge replacement were released, it is desired to have GeoEngineers assist with water discharge permit compliance during the Howard Street South Bridge Replacement project.

In accordance with the AO, we will collect effluent samples weekly during stormwater and dewatering discharge to the Spokane River. In addition, we will collect samples of each batch discharged to the Publicly Owned Treatment Works (POTW), in accordance with the IDA. Sample results will be reported to the appropriate regulatory agency and if the effluent doesn’t meet the permit requirements, the contractor will be notified as soon as the results are received.

Assumptions

- For budget estimating purposes, we assume monitoring will only be required for the Howard Street Bridge Project.
- For budget estimating purposes, we assume weekly sampling for four months. Each sampling event is anticipated to take approximately four hours, including sample delivery to the analytical laboratory.
- We assume approximately six hours for a project manager and one hour for a senior principal to interpret the results of the weekly sampling and prepare a discharge monitoring report to the appropriate permitting authority.
- For budget estimate purposes we estimate $10,000 for analytical services.

Annual Reporting

We will develop an annual assessment report documenting environmental assessment activities. The annual report will document field sampling activities, sample location, analytical results, fate of soil removed from the site and information on the reuse of soil at the site. The annual report will also document any unexpected conditions encountered and actions taken to address them.

Assumptions

- For budget estimating purposes, we assume 12 hours for a principal, 40 hours for a project manager, eight hours for GIS and eight hours of administrative time.

Project Management

Project management includes communications, project invoicing, meetings and strategy development. Under the project management task, we will attend coordination meetings as requested and work with the city, utility owners and design firms during project design and implementation.

Assumptions

- For budget estimating purposes, we assume four hours per month for a principal and six hours per month for a project manager on an annual basis.
POTENTIAL SCOPE OF SERVICES

The redevelopment projects likely will require other earth science related services, although it is premature to specifically list the requirements of each activity at this time. However, we will provide you with a list of other services GeoEngineers can offer you should they be warranted during the project:

- Groundwater monitoring well installation, development, and monitoring. Groundwater monitoring wells might be needed if groundwater is documented to be contaminated and requires monitoring, if dewatering activities are warranted, and if stormwater discharge infiltration monitoring is deemed necessary.

- Dewatering tests and analyses. If construction activities are likely to encounter shallow groundwater, excavation dewatering might be necessary. To facilitate efficient excavation and water management activities, dewatering tests (using wells) and analyses should be performed.

- Geophysical surveys. We can estimate area wide depth to rock using geophysical techniques if shallow in-place rock could impact design and construction. We can also conduct rock coring to investigate the competency of the bed rock and further refine depth to bedrock estimates.

- Water treatment alternatives. If effluent from the site requires pre-treatment before discharge, we can work with vendors and the contractor to develop cost effective solutions to treat the water before it is discharged from the site.

- Soil management. GeoEngineers has prepared a Soil Management Plan to address how to handle and document contaminated soil. One option for managing contaminated soil is for the City to construct and monitor a contaminated soil repository at the site (or other City-owned property). If necessary, we can assist with permitting, design and monitoring services.

- Water sampling and analysis. During some of the construction activities, especially those conducted above or near the river, water sampling might be necessary to document compliance with permits.

- Regulatory interaction and restrictive covenant preparation. The redevelopment projects will encounter contaminated soil but the intent is only to remove contaminated soil in conjunction with construction excavation activities. Therefore, contaminated soil will be left in place in some areas. The locations of remnant contaminated soil must be recorded and reported to Ecology; additionally, a restrictive covenant with institutional controls must be placed on the property deed and filed with the county.

Please note that fees for these potential supplemental services are not included in the budget estimate provided below.

SCHEDULE, TERMS AND BUDGET

We are able to begin work on this project immediately. Table 1 projects the costs, per project, for the years 2016 through 2020.

Our services will be completed in accordance with the City of Spokane Parks and Recreation Consultant Agreement. The fee for our services will be determined on a time-and-expense basis using the rates contained in our Schedule of Charges, which is attached as part of this proposal. We reserve the right to
update our schedule of charges on an annual basis and fees and services will be adjusted accordingly over the project duration.

There are no intended third party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers. This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding our proposed scope of services or estimated fee, please call.

Sincerely,
GeoEngineers, Inc.

Jedidiah R. Sugalski  
Environmental Engineer

Bruce D. Williams  
Principal

Attachments:
Table 1. Budget Estimate  
Schedule of Charges—Spokane 2016
## Table 1

**Budget Estimate**

**Parkwide Geotechnical and Environmental Services**

**Spokane, Washington**

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<td><strong>Howard Street Bridge South Replacement and Theme Stream Crossing (2016-2017)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$73,000</td>
</tr>
<tr>
<td>Geotechnical Evaluation and Environmental Assessment(1)</td>
<td>−</td>
<td>−</td>
<td>−</td>
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</tr>
<tr>
<td>Design Coordination and Review</td>
<td>$7,900</td>
<td>−</td>
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<tr>
<td>Construction-Phase Environmental Services</td>
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<td>−</td>
<td>$14,400</td>
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<tr>
<td>Water Discharge Compliance Services</td>
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<td>−</td>
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<td>Subtotal</td>
<td>$58,600</td>
<td>$14,400</td>
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<td>−</td>
<td>−</td>
<td>$73,000</td>
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<td><strong>Year Round Recreational Rink and Skyride Facility (2016-2017)</strong></td>
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<td></td>
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<td>−</td>
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<tr>
<td>Design Coordination and Review</td>
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<td>−</td>
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<tr>
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<td>−</td>
<td>$16,700</td>
<td>$16,700</td>
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<tr>
<td>Water Discharge Compliance Services</td>
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<td>−</td>
<td>−</td>
<td>−</td>
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<tr>
<td>Subtotal</td>
<td>$24,600</td>
<td>$16,700</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td>$41,300</td>
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<tr>
<td><strong>Looff Carrousel, Rotary Fountain, and Red Wagon Playground (2017)</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Geotechnical Evaluation and Environmental Assessment(3)</td>
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<td>−</td>
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<td>−</td>
<td>$11,100</td>
<td>$11,100</td>
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<tr>
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<td><strong>Havermale Island, U.S. Pavilion Event Center, and Howard Street Promenade (2017-2020)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$85,300</td>
</tr>
<tr>
<td>Geotechnical Evaluation and Environmental Assessment</td>
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<td>−</td>
<td>$57,300</td>
<td>−</td>
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<tr>
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<td>−</td>
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<tr>
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<td>$12,700</td>
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<td><strong>North Bank Landscape, Parking, Access, and Regional Playground (2017-2018)</strong></td>
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<tr>
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<td>$7,900</td>
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<tr>
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<td>−</td>
<td>$33,400</td>
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<td>$116,900</td>
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<td><strong>Pedestrian Bridge Repair (2017-2020)</strong></td>
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<tr>
<td>Environmental Assessment(4)</td>
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</tr>
<tr>
<td>Design Coordination and Review</td>
<td>−</td>
<td>−</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Construction-Phase Environmental and Geotechnical Services</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td>−</td>
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<tr>
<td>Water Discharge Compliance Services</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td>−</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>−</td>
<td>−</td>
<td>$59,300</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$65,300</td>
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<tr>
<td><strong>Annual Reporting</strong></td>
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<td>$10,400</td>
<td>$10,400</td>
<td>$10,400</td>
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<td><strong>Project Management</strong></td>
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<td>$24,300</td>
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<td>$24,300</td>
<td>$121,500</td>
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<tr>
<td><strong>Annual Total</strong></td>
<td>$117,900</td>
<td>$254,400</td>
<td>$208,300</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$705,600</td>
</tr>
</tbody>
</table>

**Notes:**

1. Geotechnical exploration work will be conducted by CH2M Hill
2. Geotechnical evaluations and environmental assessment already complete
Schedule of Charges – 2016

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

<table>
<thead>
<tr>
<th>Professional Staff</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff 1 Engineer/Scientist/Analyst</td>
<td>$ 95/hour</td>
</tr>
<tr>
<td>Staff 2 Engineer/Scientist/Analyst</td>
<td>$ 105/hour</td>
</tr>
<tr>
<td>Staff 3 Engineer/Scientist/Analyst</td>
<td>$ 115/hour</td>
</tr>
<tr>
<td>Engineer/Scientist/Analyst 1</td>
<td>$ 124/hour</td>
</tr>
<tr>
<td>Engineer/Scientist/Analyst 2</td>
<td>$ 128/hour</td>
</tr>
<tr>
<td>Senior Engineer/Scientist/Analyst 1</td>
<td>$ 144/hour</td>
</tr>
<tr>
<td>Senior Engineer/Scientist/Analyst 2</td>
<td>$ 155/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$ 175/hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$ 200/hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Support Staff</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator 1</td>
<td>$ 65/hour</td>
</tr>
<tr>
<td>Administrator 2</td>
<td>$ 70/hour</td>
</tr>
<tr>
<td>Administrator 3</td>
<td>$ 75/hour</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$ 80/hour</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>$ 88/hour</td>
</tr>
<tr>
<td>CAD Design Coordinator</td>
<td>$ 97/hour</td>
</tr>
<tr>
<td>Technician</td>
<td>$ 49/hour</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$ 62/hour</td>
</tr>
<tr>
<td>Lead Technician</td>
<td>$ 70/hour</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$ 80/hour</td>
</tr>
</tbody>
</table>

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.
## Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Quality Equipment, per day</td>
<td>$155.00</td>
</tr>
<tr>
<td>Environmental Exploration Equipment, per day</td>
<td>$180.00</td>
</tr>
<tr>
<td>Geotechnical Exploration Equipment, per day</td>
<td>$130.00</td>
</tr>
<tr>
<td>Groundwater Monitoring Equipment, per day</td>
<td>$248.00</td>
</tr>
<tr>
<td>Operations and Maintenance Equipment, per day</td>
<td>$255.00</td>
</tr>
<tr>
<td>Special Inspection and Testing Equipment, per day</td>
<td>$18.00</td>
</tr>
<tr>
<td>Water Quality Equipment, per day</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

## Specialized Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Gauges, per gauge</td>
<td>$30.00</td>
</tr>
<tr>
<td>Data Logger with Transducers, per day</td>
<td>$105.00</td>
</tr>
<tr>
<td>Disposable Bailers, each</td>
<td>$16.00</td>
</tr>
<tr>
<td>Field Data Acquisition Equipment, per day</td>
<td>$50.00</td>
</tr>
<tr>
<td>Flowmeter, per day</td>
<td>$105.00</td>
</tr>
<tr>
<td>GPS Unit, per day</td>
<td>$105.00</td>
</tr>
<tr>
<td>Level C PPE, per day</td>
<td>$26.00</td>
</tr>
<tr>
<td>Nuclear Density Gauge, per day</td>
<td>$40.00</td>
</tr>
<tr>
<td>Padlocks, each</td>
<td>$15.00</td>
</tr>
<tr>
<td>pH Meter, per day</td>
<td>$15.00</td>
</tr>
<tr>
<td>Scuba Diving Equipment, per day, per diver</td>
<td>$260.00</td>
</tr>
<tr>
<td>Soil Samples (in Rings), per sample</td>
<td>$5.00</td>
</tr>
<tr>
<td>Soil Samples (in Sleeves), per sample</td>
<td>$8.00</td>
</tr>
<tr>
<td>Underwater Camera – Still, per day</td>
<td>$50.00</td>
</tr>
<tr>
<td>Underwater Camera – Video, per day</td>
<td>$155.00</td>
</tr>
<tr>
<td>Vehicle usage, per mile, or $60/day, whichever is greater</td>
<td>$0.77</td>
</tr>
<tr>
<td>Vehicle - 4-Wheel Drive Truck, per day (1 day min.)</td>
<td>$85.00</td>
</tr>
<tr>
<td>Water Filters, each</td>
<td>$32.00</td>
</tr>
<tr>
<td>Miscellaneous Field Equipment, at current rates, list available upon request, per day</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

Specialized equipment will be quoted on a per-job basis.

## OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

### In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

### Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.
**Laboratory Schedule of Charges**

<table>
<thead>
<tr>
<th>Type of Test</th>
<th>Unit Price*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moisture Content / Oven (ASTM D2216)</td>
<td>$18.00</td>
</tr>
<tr>
<td>Sample Preparation</td>
<td></td>
</tr>
<tr>
<td>Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour</td>
<td>$48.00</td>
</tr>
<tr>
<td>Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour</td>
<td>$48.00</td>
</tr>
<tr>
<td>Remolding - Remold a soil sample to desired moisture and density, per hour</td>
<td>$48.00</td>
</tr>
<tr>
<td>Moisture/Density</td>
<td></td>
</tr>
<tr>
<td>Rings</td>
<td>$25.00</td>
</tr>
<tr>
<td>Shelby Tubes, waxed chunk</td>
<td>$40.00</td>
</tr>
<tr>
<td>Tubes (liners), chunk</td>
<td>$40.00</td>
</tr>
<tr>
<td>Organic Content (ASTM D2974)**</td>
<td>$62.00</td>
</tr>
<tr>
<td>Particle Size Analysis</td>
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<tr>
<td>Sieve (ASTM C136) max size &lt; 3/4-inch (includes -200 Wash, Dry Sieve)</td>
<td>$88.00</td>
</tr>
<tr>
<td>Sieve (ASTM C136) max size &gt; 3/4-inch (includes -200 Wash, Dry Sieve)</td>
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<tr>
<td>Percent Passing No. 200 (ASTM C117.87/D1140)</td>
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<tr>
<td>Combined Sieve and Hydrometer (ASTM D422)</td>
<td>$150.00</td>
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<tr>
<td>Hydrometer only (ASTM D422)</td>
<td>$98.00</td>
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<tr>
<td>Atterberg Limits (ASTM D4318)</td>
<td>$110.00</td>
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<tr>
<td>Nonplastic</td>
<td>$68.00</td>
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<tr>
<td>Specific Gravity, Fine Material (ASTM D854)</td>
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<tr>
<td>Specific Gravity, Coarse Material (ASTM C-127)</td>
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<tr>
<td>Percent of Fracture (ASTM D5821)</td>
<td>$38.00</td>
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<tr>
<td>Sand Equivalent (AASHTO T 176, ASTM D-2419)</td>
<td>$63.00</td>
</tr>
<tr>
<td>Compaction (ASTM D1557/D698, Methods A, B and C, AASHTO T-180) 4 point</td>
<td>$150.00</td>
</tr>
<tr>
<td>Direct Shear (ASTM D3080)</td>
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<tr>
<td>Per point</td>
<td>$110.00</td>
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<tr>
<td>Vane Shear (ASTM D4648)</td>
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<tr>
<td>3 points**</td>
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<tr>
<td>Consolidation (ASTM D2435)</td>
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<tr>
<td>With 2 timed load increments</td>
<td>$360.00</td>
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<tr>
<td>Permeability</td>
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<tr>
<td>Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)**</td>
<td>$190.00</td>
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<tr>
<td>In triaxial cell with back pressure saturation (ASTM D 5084)**</td>
<td>$520.00</td>
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<tr>
<td>One-Dimensional Swell (ASTM D4546)</td>
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<tr>
<td>Method A**</td>
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<tr>
<td>Method B**</td>
<td>$360.00</td>
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<td>Method C**</td>
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<td>Triaxial Compression</td>
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<tr>
<td>Unconfined Comp. - UC (ASTM D2166)</td>
<td>$93.00</td>
</tr>
<tr>
<td>Unconsolidated Undrained - UU (ASTM D2850)**</td>
<td>$180.00</td>
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<tr>
<td>Triaxial Unconsolidated Undrained (back pressure saturation)**</td>
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</tr>
<tr>
<td>Consolidated Undrained (ASTM D4767) with pore press. meas. - CU/S/P**</td>
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<tr>
<td>Consolidated Drained - CD**</td>
<td>$520.00</td>
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<tr>
<td>Consolidated Undrained or Consolidated Drained (3 points)**</td>
<td>$1,250.00</td>
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<tr>
<td>CBR with 4 point Proctor (ASTM D1883)</td>
<td>$470.00</td>
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<tr>
<td>Rock Point Load Index Test (ASTM D5731)</td>
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<tr>
<td>Unconfined compressive strength of rock cores (ASTM D7012)</td>
<td>$36.00</td>
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<tr>
<td>Concrete Cylinders (ASTM C39) compressive strength (includes C31 molding/curing)</td>
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<tr>
<td>Mortar Cylinders (ASTM C780)</td>
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</tr>
<tr>
<td>Masonry Unit Prisms (ASTM C1314)</td>
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<tr>
<td>Grout Prisms (ASTM C1019)</td>
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<tr>
<td>High Strength Grout Cubes (ASTM C109)</td>
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<tr>
<td>Soil Cement/CLSM Unconfined Compression (ASTM D 4832)</td>
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<tr>
<td>Concrete Beam Flexural Strength by Third-Point Loading (ASTM C 78)</td>
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<tr>
<td>Compressive Strength of Drilled Concrete Core (ASTM C 42)</td>
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<tr>
<td>SFRM Density (ASTM E605)</td>
<td>$34.00</td>
</tr>
</tbody>
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Other tests charged at negotiated rates

*Increase unit prices by 20 percent – 50 percent for contaminated samples.

** Conducted in our Redmond Laboratory, additional shipping charges may apply.

All rates are subject to change upon notification.
Howard Street South Channel Bridge

City of Spokane Project #2016119 for Temporary Construction Access Route, Demolition and Replacement of Howard Street South Channel Bridge, Utilities, Stormwater and Approaches.

Basic Bridge structure 60’ X 184’ reduced structure size and decreased number of footings.

**History:**

This project will remove and replace the Howard Street South Channel Bridge due to the degraded condition of the existing bridge. For several years, the existing bridge has been limited to use only over the outside portions of the bridge. The new bridge will be built in basically the same footprint as the old bridge, although it will be an updated, streamlined structure.

The existing bridge also carries a 10-inch Water Transmission Main across the south channel. The new bridge will house an 18-inch Water Transmission Main, upgraded to facilitate greater flows to downtown and northwest Spokane. Estimated Credit from Utilities +/- $103,000.00.

**Impact:**

Construction will begin late summer of 2016, with demolition and removal of the old bridge and water line starting as early as September. Work is expected to take 14 months, carrying into fall of 2017. The water transmission main will be out of commission over most of that period of time.

**Funding:**

The bridge replacement is funded through Park Bond revenue. The water transmission main portion of the project will be funded by Utility Rate fees.

There were 6 responder that submitted bids, the lowest bid is T. LaRiviere for $4,737,101.50, and Our budget for this project was $4,500,000.00.
<table>
<thead>
<tr>
<th>Item</th>
<th>Budget</th>
<th>BID</th>
<th>Delta</th>
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<tbody>
<tr>
<td>Baseline Includes Access Road</td>
<td>$ 4,188,714.00</td>
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<tr>
<td>Environment Dirt/Rock</td>
<td>$ 62,606.00</td>
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<td>Utility</td>
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<tr>
<td>Sub Total</td>
<td>$ 4,326,320.00</td>
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<tr>
<td>Tax</td>
<td>$ 376,389.84</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ 4,702,709.84</strong></td>
<td><strong>$ 4,737,101.50</strong></td>
<td><strong>$ 34,391.66</strong></td>
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Excludes Construction Contingency
CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
BID OPENING, MONDAY, JULY 11, 2016

Project Number: 2016119
Project Name: Howard Street South Channel Bridge Replacement
Engineer's Estimate: $5,068,894.10

2 Addenda

Bid Results:

<table>
<thead>
<tr>
<th></th>
<th>Company Name</th>
<th>Location</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.</td>
<td>T. LaRiviere Equipment &amp; Excavation, Inc., Athol, ID</td>
<td>$4,737,101.50</td>
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<td>2.</td>
<td>West Company, Inc., Airway Heights, WA</td>
<td>$5,040,388.00</td>
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<td>3.</td>
<td>Max J. Kuney Company, Spokane, WA</td>
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<td>5.</td>
<td>Stellar J. Corporation, Woodland, WA</td>
<td>$5,417,850.00</td>
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<td>6.</td>
<td>Halme Construction, Inc., Spokane, WA</td>
<td>$5,678,000.65</td>
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</table>
## RFP - HOWARD STREET SOUTH CHANNEL BRIDGE

### Budget Estimate

<table>
<thead>
<tr>
<th>PROJECT BUDGET ITEMS</th>
<th>Baseline</th>
<th>Adjusted / Current Budget</th>
<th>Budget Over / Under (Unincurred)</th>
<th>NOTES</th>
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<tbody>
<tr>
<td>1a Howard St Bridge South</td>
<td>5,046,632</td>
<td>7,915,000</td>
<td>(2,868,368)</td>
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<tr>
<td>1b Approach and Utilities</td>
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<tr>
<td>1c Amenity Zones</td>
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<tr>
<td>1d Decorative Bridge Paving</td>
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<tr>
<td>1e Civil Engineering</td>
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<tr>
<td>1f Temporary Construction Access &amp; Staging</td>
<td>68,600</td>
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<td>410,314</td>
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<td>1g Mobilization</td>
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<td>1h Central Meadow Temporary Bridge Replacement</td>
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<td>1i Thane Stream Bridge Replacement</td>
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<td>1j Temp Access Road, Laydown prep</td>
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<td>254,000</td>
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<td>1 Subtotal Construction</td>
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<td>2 Design Contingency</td>
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<td>3 Construction Contingency</td>
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<tr>
<td>5 WSST on Construction, COC, Contingency 8.7%</td>
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<td>16 Scheduling/ Survey/ Topo Map</td>
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<td>17 Geotechnical Services</td>
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<td>18 Environmental/Advisory</td>
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<td>19 Wildlife Biologist</td>
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<td>20 Hazard Consulting</td>
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<td>21 Traffic Engineer</td>
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<td>22 Permits/Acceptance</td>
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<td>25 Inspection/Testing</td>
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<td>27 Other Consultants</td>
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<td>28 FF&amp;E - Technology + WSST @8.7%</td>
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<td>Subtotal Project Services, FF&amp;E</td>
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<td>31 Advertising/Printing</td>
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<td>32 L&amp;I Electrical Review</td>
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