



Spokane Park Board

Aug. 11, 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
- ✓ Sumner, Nick
- ✓ McGregor, Ted
- ✓ Mumm, Candace (Left: 3:30 p.m.)

Parks Staff:

Jon Moog
Fianna Dickson
Angel Spell
Jeff Bailey
Berry Ellison
Carl Strong
Nick Hamad
Pamela Clarke

Guests:

Megan Duvall
Yvonne Lacoursiere
Laura Becker
Karen Mobley
Gary Turner
Kate Green
Hal McGlathery
Steve Quaid

MINUTES

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

2. **Minutes:**
 - A. July 14, 2016, Regular Park Board meeting minutes

Motion No. 1: Ross Kelley moved to approve the July 14, 2016, Regular Park Board meeting minutes.

Ken Van Voorhis seconded.
Motion carried unanimously.

- B. July 21, 2016 Special Park Board meeting minutes

Motion No. 2: Susan Traver moved to approve the July 21, 2016, Special Park Board meeting minutes.

Ted McGregor seconded.
Motion carried unanimously.

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

4. **Monthly Highlights:**
 - A. None

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

Motion No. 3: Susan Traver moved to approve claims for the month of July 2016 in the amount of \$2,330,556.69.

Ross Kelley seconded.
Motion carried unanimously.

6. **Special Guests:**

A. Riverfront Park History webpage presentation – *Megan Duvall* and *Yvonne Lacoursiere*, with the Spokane City/County Historic Preservation Office, presented the new Riverfront Park History webpage located at: <http://www.historicspokane.org/riverfront-park-history>. The site provides the story of the park's history from the Native American tribes' early settlements to present day. As artifacts are uncovered during the redevelopment project, information on these archeological finds will be integrated into the website. The Park Board thanked the preservation office representatives for a tremendous webpage.

B. SYSCA Update – *Kate Green*, Northeast Youth Center executive director, and *Gary Turner*, Southside Senior Activity Center executive director, presented a quarterly update on the youth, senior and community centers' activities.

7. **Financial Report & Budget Update:** – *Leroy Eadie* provided the July financial report & budget update. Parks and Recreation Park Fund revenue is tracking at 104% of the projected budget, year to date. Park Fund expenditures are tracking at 96% of the projected budget. The Golf Fund revenue is tracking at 106% of the projected budget. The Golf Fund expenditures are tracking at 97% of the projected budget. Mr. Leroy also reported City Council recently approved the appointment of Mark Buening as the Parks Finance and Budget director. Mr. Buening is expected to begin Sept. 1, 2016.

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

A. None

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

Golf Committee: Aug. 9, 2016, *Ken Van Voorhis*

A. No action items.

B. The Downriver Golf Course will celebrate its 100th anniversary Sept. 16 with reduced play rates, free lessons, giveaways and live entertainment.

C. The next scheduled meeting is 8:05 a.m. Sept. 6, 2016, in the City Council Chambers.

Land Committee: Aug. 3, 2016, *Ken Van Voorhis*

A. No action items.

B. Safe Routes To & Through Parks presentation – *Nick Hamad*, Parks landscape architect, provided a presentation on a project designed to advance safe pedestrian access through improved sidewalks at 13 parks in nine neighborhoods throughout Spokane.

C. Next meeting: In lieu of the regular Land Committee meeting, a Special Park Board meeting is scheduled for 3 p.m. Aug. 31, 2016, in the City Council Briefing Center Conference Room. The purpose of the meeting is for the Park Board to review and act on the Conservation Futures 2016 nominated properties which have been ranked and prioritized by Spokane County Conservation Futures Land Evaluation Committee. Some of the parcels are adjacent, or within, the city of Spokane. In September, this list of 38 properties will be recommended to the county commissioners for consideration of the 2016 Conservation Futures acquisition list.

Recreation Committee: Aug. 4, 2016, *Dr. Sam Selinger*

A. No action items.

B. A report was presented on the monthly activities and programs.

C. The next scheduled meeting is 3 p.m. Sept. 1, 2016, at the Sinto Senior Activity Center, 1124 W. Sinto Ave.

Riverfront Park Committee: Aug. 8, 2016, *Ted McGregor*

A. Lead Artist contract with Meejin Yoon (\$50,000) – *Laura Becker*, executive director of Spokane Arts, provided an overview of the Lead Artist selection process and a summary of the proposed design contract with recommended lead artist Meejin Yoon. The contract includes phases 1 and 2 of a three-

phase project to provide an art plan and artwork(s) for Riverfront Park. Ms. Becker announced she has accepted a position with the city of Santa Monica, California, and will be leaving next month. Ms. Becker also introduced *Karen Mobley* of Spokane Arts, who will manage this contract and other public art projects until a new executive director is hired.

Motion No. 4: Dr. Selinger moved to approve the Lead Artist contract with Meejin Yoon, as presented, in the amount up to \$50,000.

Candace Mumm seconded.
Motion carried unanimously

Increase funds to Sysco Food Services of Spokane value blanket order (\$35,000) – *Jon Moog* reviewed a proposal to increase funding to the existing Sysco Food Services value blanket order.

Motion No. 5: Ted McGregor moved to approve the Sysco Food Services value blanket order in the amount of \$35,000.

Ross Kelley seconded.
Motion carried unanimously.

Hill International construction management contract for Howard Street South Bridge (\$114,700) – *Berry Ellison* provided an overview of a proposed contract with Hill International to provide construction management support on the Howard Street Bridge South replacement project in the amount of \$114,700.

Motion No. 6: Ted McGregor moved to approve the Hill International construction management contract for Howard Street Bridge South, in the amount of \$114,700.

Ross Kelley seconded.
Motion carried unanimously.

Contract extension with Morrison Construction Management (\$4,800) – *Berry Ellison* presented a proposal to approve a contract extension with Morrison Construction Management to provide construction support services on the Recreational Rink and Skyride project through September 2016, in the amount of \$4,800.

Motion No. 7: Ted McGregor moved to approve the Morrison Construction Management contract extension to provide construction support services for the Recreational Rink and Skyride facility through September 2016 in the amount of \$4,800.

Ross Kelley seconded.
Motion carried unanimously.

Concessions Supply value blanket order renewal (\$48,000) – *Jon Moog* presented a proposal to renew the Concessions Supply value blanket order in the amount of \$48,000. This agreement is the first of four annual renewal options in the value blanket order with Concessions Supply for miscellaneous food and beverage products.

Motion No. 8: Ted McGregor moved to approve moved to approve the Concessions Supply value blanket order renewal, not to exceed \$48,000.

Dr. Sam Selinger seconded.
Motion carried unanimously.

B. The next scheduled meeting is 10 a.m. Sept. 6, 2016, in the City Council Chambers.

Finance Committee: Aug. 9, 2016, *Susan Traver*

A. No action items.

B. 2017 Budget – Ms. Traver reported the 2017 budget will come before the Finance Committee next month. The budget will come to the Park Board for approval in October.

C. The next regularly scheduled meeting is 3 p.m. Sept. 6, 2016, in City Hall Conference Room 2B.

Urban Forestry Tree Committee: Aug. 2, 2016, *Lauren Pendergraft*

A. No action items.

B. The committee approved Heritage Tree designations for two trees at Finch Arboretum: 1) Mexican pinion; and 2) Norway spruce.

C. The next regularly scheduled meeting is 4:15 p.m. Aug. 30, 2016, at the Woodland Center, Finch Arboretum.

Bylaws Committee:

A. No action items.

10. **Reports:**

Park Board President: *Chris Wright*

1. No report.

Liaison Reports:

1. Conservation Futures Liaison – *Ken Van Voorhis* reported the Conservation Futures preliminary ranking list has been established. The Park Board will meet Aug. 31, 2016, for a Special Park Board meeting to take action on the 38 nominated parcels.

2. Parks Foundation Liaison – No report.

3. Council Liaison – No report.

Director's Report: *Leroy Eadie*

1. Leroy Eadie reported Jason Conley will present the quarterly performance measures next month. Mr. Eadie announced Southside Senior Center Director Christa Richardson is retiring Sept. 30, 2016.

11. **Correspondence:**

1. Letters: Affordable Family Entertainment – (4) emails

2. Newsletters:

Corbin Senior Activity Center

Hillyard Senior Center

Southside Senior and Community Center

Sinto Senior Activity Center

12. **Public Comments:** Hal McGlathery shared his concerns regarding the removal of the existing Riverfront Park rides. Mr. McGlathery felt the community has not had an opportunity for public comment on removing the rides as part of the redevelopment project. He also explained his understanding the revenues noted in the Master Plan are “erroneous” and do not reflect the revenues noted in city public records. Mr. McGlathery agreed the rides are inappropriate for the new design of the Pavilion but believes the rides should be relocated in a different area on the park’s South Bank.

13. **Executive Session:** None

14. **Adjournment:** 4 p.m.

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. Sept. 6, 2016, City Council Chambers

Land Committee: In lieu of a Land Committee meeting, there will be a Special Park Board meeting at 3 p.m. Aug. 31, 2016, City Council Briefing Center Conference Room

Recreation Committee: 3 p.m. Sept. 1, 2016, Sinto Senior Activity Center, 1124 W. Sinto Ave.

- Riverfront Park Committee: 10 a.m. Sept. 6, 2016, City Council Chambers
Finance Committee: 3 p.m. Sept. 6, 2016, City Hall Conference Room 2B
Urban Forestry Committee: 4:15 p.m. Aug. 30, 2016, Woodland Center, Finch Arboretum
B. Special Park Board meeting: 3 p.m. Aug. 31, 2016, City Council Briefing Center Conference Room
C. Park Board meeting date: 1:30 p.m. Sept. 8, 2016, City Council Chambers
D. Park Board Study Session: 3:30 p.m. Sept. 8, 2016, City Hall Conference Room 5A

Minutes approved by:



Leroy Eadie, Director of Parks and Recreation

SYSCA

**Spokane Youth
& Senior Centers
Association**

Highlights from **SYSCA Centers**

Association Members:

- Corbin Senior Activity Center
- East Central Community Center
- Hillyard Senior Center
- Mid-City Concerns Senior Center
- Northeast Youth Center
- Peaceful Valley Community Center
- Project Joy
- Sinto Senior Activity Center
- Southside Senior & Community Center
- West Central Community Center



Here's Some
Summer
Highlights !!

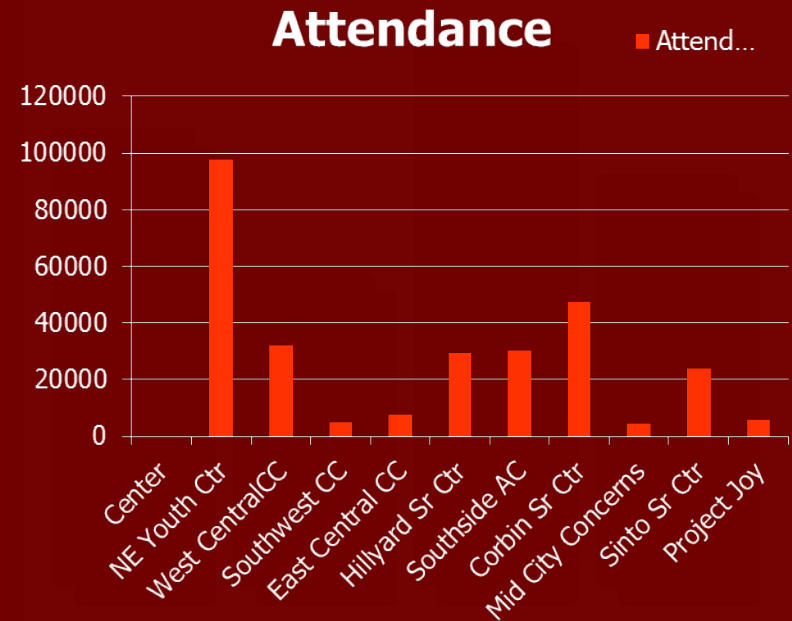
SYSCA

**Spokane Youth
& Senior Centers
Association**

SYSCA Centers "By The Numbers"

2nd Qtr 2016 Attendance

<u>Center</u>	<u>Attendances By Quarter</u>				<u>Attendance</u>
	<u>1st Qtr</u>	<u>2nd Qtr</u>	<u>3rd Qtr</u>	<u>4th Qtr</u>	<u>Totals</u>
NE Youth Ctr	46994	50868			97,862
West CentralCC	17,172	14,864			32,036
Southwest CC	4920	9917			4,920
East Central CC	3607	4213			7,820
Hillyard Sr Ctr	13,522	15,771			29,293
Southside AC	16,534	13,956			30,490
Corbin Sr Ctr	24,531	23,113			47,644
Mid City Concerns	2055	2326			4,381
Sinto Sr Ctr	12,837	11,305			24,142
Project Joy	2770	3066			5,836
Grand Totals	144,942	149,399	0	0	294,341



SYSCA

**Spokane Youth
& Senior Centers
Association**

Northeast Youth Center



We have had a very busy summer with registration at 176 kids. The summer has been packed with a lot of fun excursions including rock climbing, paddle boarding, kayaking, a high ropes challenge course, swimming, playing at the parks, community outreach activities, cooking classes, arts and crafts plus many more activities that keep the kids busy all day! Additional camp offered are: Science Camp, Animal Explorers, Adventure & Leadership Camp. We are enjoying our Riverfront Park passes & attend Hillyard pool daily. We have some great partnerships with the Kiwanis Club, Boy Scouts, the PALS program, and Outdoor Recreation.



SYSCA

**Spokane Youth
& Senior Centers
Association**

Southwest Spokane Community Center

Great Programs at Southwest Spokane
Community Center!

This summer we have 58 children registered, 8 staff from Spokane Tribal in addition to our own staff, and several volunteers. Each week we do two field trips- one to Witter Pool for free swim and the other to one of the following: Pattison's North Skating, Garland Theater, Discovery Park, Dwight Merkel Sports Complex, Riverfront Park/IMAX, and Medical Lake. We participate in the Summer Meals Program as well as a partnership with The Boy Scouts of America. The overall focus this summer has been on physical activity, critical thinking, and arts and crafts involving our local community. Activities have included scavenger hunts and hikes around Browne's Addition, mini b-ball, field hockey (etc) tournaments in CDA Park, and collaborative mural projects at our community center!



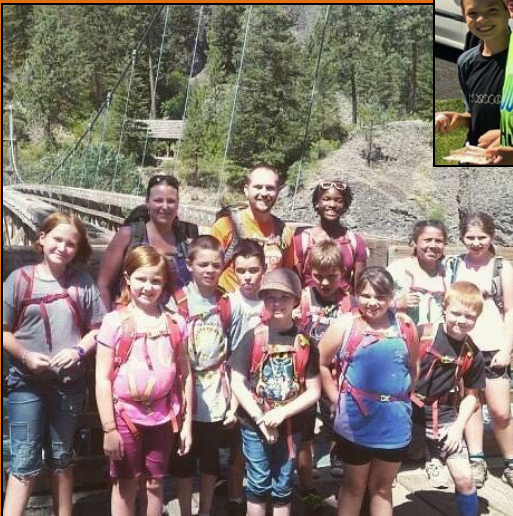
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**Spokane Youth
& Senior Centers
Association**

West Central Community Center



The West Central Community Center Youth Development program is enjoying the wonderful weather this year and taking the opportunity to get outdoors. Kids have enjoyed STEM curriculum including an egg drop and alternative energy experiments. They've also been to paint pottery and visit the pool at A.M. Cannon Park.



Thanks in part to a grant from the Recreation & Conservation Office our youth are also enjoying backpacking, fishing, geocaching, and education in Leave No Trace and sustainable agriculture.

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**Spokane Youth
& Senior Centers
Association**

East Central Community Center

East Central's Recreation Program has been a busy place.

- This Spring we held Spring Break Camps for Volleyball and Basketball.
- We hosted another Adult 3 on 3 basketball league to help prep players for Hoopfest and finished up our last session of Youth Sports Saturdays that includes youth roller derby, basketball and volleyball with a former Euro Pro coach.
- We made a trip to Montana Western for a college prep basketball camp with a group of EC3 basketball academy kids.
- We started a youth Soccer program with a former two time British Columbia college all star as Coach.
- We started an Elite Mens basketball league that features area college and high school players in partnership with Catch Spokane.
- And we enjoyed some good times with the area elementary schools staff and students helping out with 6 end of the year Field Day celebrations.



SYSCA

**Spokane Youth
& Senior Centers
Association**

Corbin Senior Activity Center

Fun in the sun!



Picnic at Mission Park

**A Joint Event with
The Academy.**



SYSCA

**Spokane Youth
& Senior Centers
Association**

Project Joy 'keeps on singing'



Chamber Players

In July Project Joy's "Chamber Players" entertained 4 times and "DJ Dan McLay" entertained 4 times.



DJ Dan McLay

Chamber Players consists of 11 musicians from the Project Joy Orchestra who perform during the summer while the orchestra is on hiatus.

DJ Dan McLay offers hundreds of songs and artists to choose from in his program of music from the 1960's and later. In July Dan's schedule included family/youth oriented DJ presentations at the Shadle, Comstock, and Cannon Park swimming pools.

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**Spokane Youth
& Senior Centers
Association**

Hillyard Senior Activity Center



- Hillyard Seniors provided a Co-op overnight 4day/3 Night Tour with Pullman Senior Center to Portland, Oregon for the Rose Parade, Zoo, and the Japanese Gardens! In addition, we visited NW Trek and Mt Rainier!
- Hillyard Senior Center also offered a great Summer Pool Party at the Hillyard Aquatic Center, with games, music and great food!
- Summer also brought many other great recreational events and activities like: our Annual Talent Show, Senior Summer Jamboree at Waterfront Park in Medical Lake, Aqua Fitness Classes at the Hillyard Pool, and our 18th year of the HSC Senior Summer Croquet League!



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**Spokane Youth
& Senior Centers
Association**

Sinto Senior Activity Center



Sinto had a great second quarter. In April we hosted a 3 day community craft fair and bazaar with hundreds of people and dozens of vendors. In May we had a great Mexican Fiesta featuring great authentic food and live entertainment. In June we threw a Hawaiian Luau with meat donated by Sonnenburg's, and entertainment by the NW Hula Dancers. We also completed a landscaping project, which converted part of our new property acquisition into a beautiful lawn and patio area, all donated by Comcast.



SYSCA

**Spokane Youth
& Senior Centers
Association**

Mid-City Concerns Senior Program

Mothers Day Celebration



SYSCA

**Spokane Youth
& Senior Centers
Association**

Southside Senior & Community Center

Travel keeps us young!



Our Travelers at Southside have been going strong. From our Cascade Peaks tour (Mt. Hood, Mt. St. Helens and Mt. Rainier) to Schweitzer's summer festival and lake cruises we love summer!

Wii Bowling is a huge hit at Southside

Currently we have 3 lanes going with more planned and needed. The center is reaching out to other facilities and working towards hosting large tournaments in the future. Thanks goes out to Carol and Mic for donating our 3rd Wii console and game.



SYSCA

**Spokane Youth
& Senior Centers
Association**

THANK YOU!

**We appreciate our partnership
with Parks and Recreation.**

**Your funding is a great investment
to better serve these two at risk
populations through partnering with
SYSCA non-profit organizations.**



Financial Report
July, 2016

City of Spokane Parks & Recreation

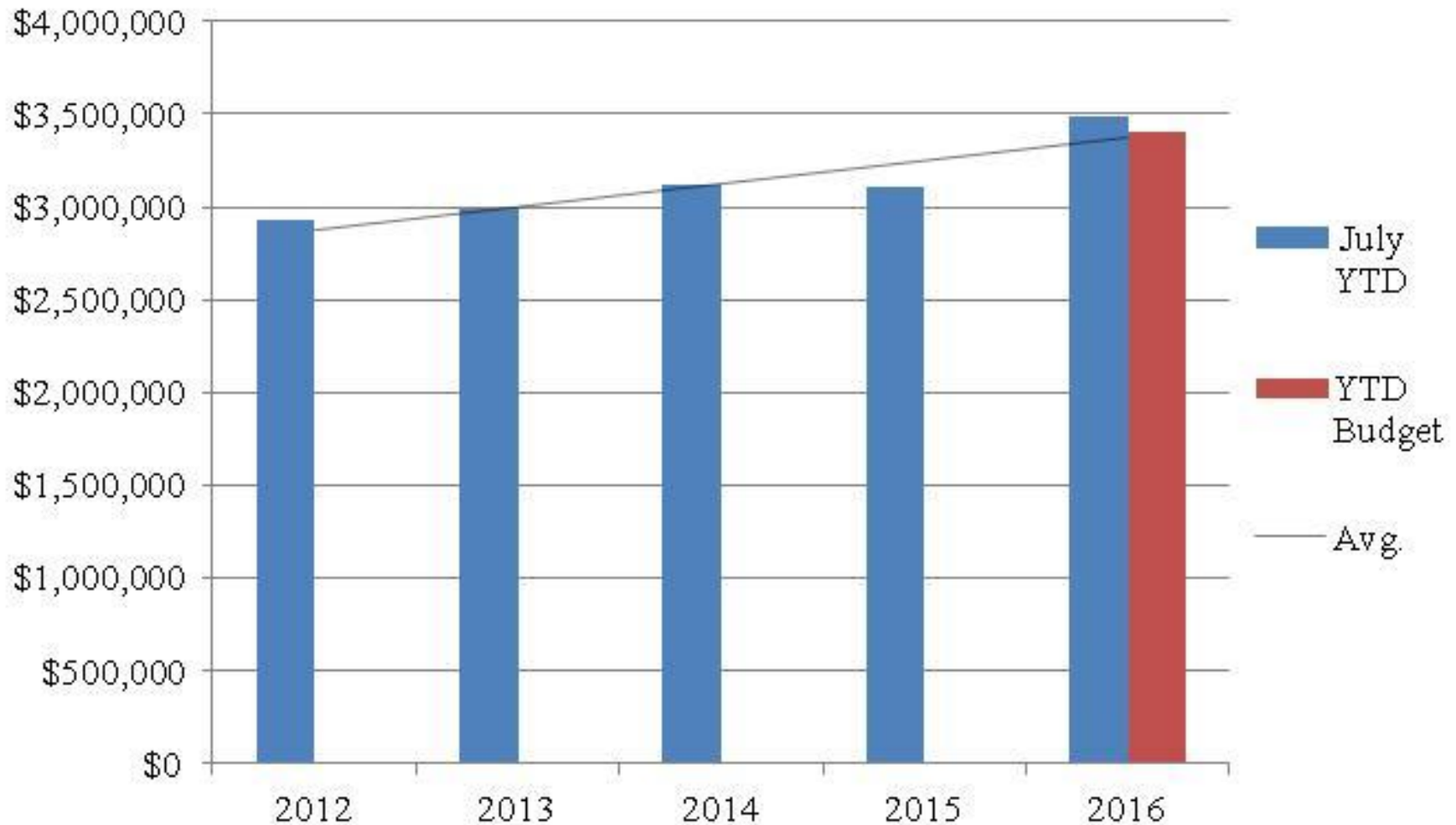
PARK FUND – Revenues & Expenditures

July 31, 2016 (reported in millions)

As of July (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.44	3.41	3.54	104%
Transfers In	13.51	7.82	7.82	100%
Funds Available	19.94	11.23	11.36	101%
Expenditures	17.15	8.88	8.50	96%
Transfers Out	0.55	0.10	0.25	255%
Capital Outlay	3.35	1.06	0.33	31%
Windstorm 2015	0.35	n/a	0.16	n/a
NET	-1.46	1.20	2.12	
Beginning Fund Balance	1.05	1.05	1.05	
Ending Fund Balance	-0.40	2.25	3.17	

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

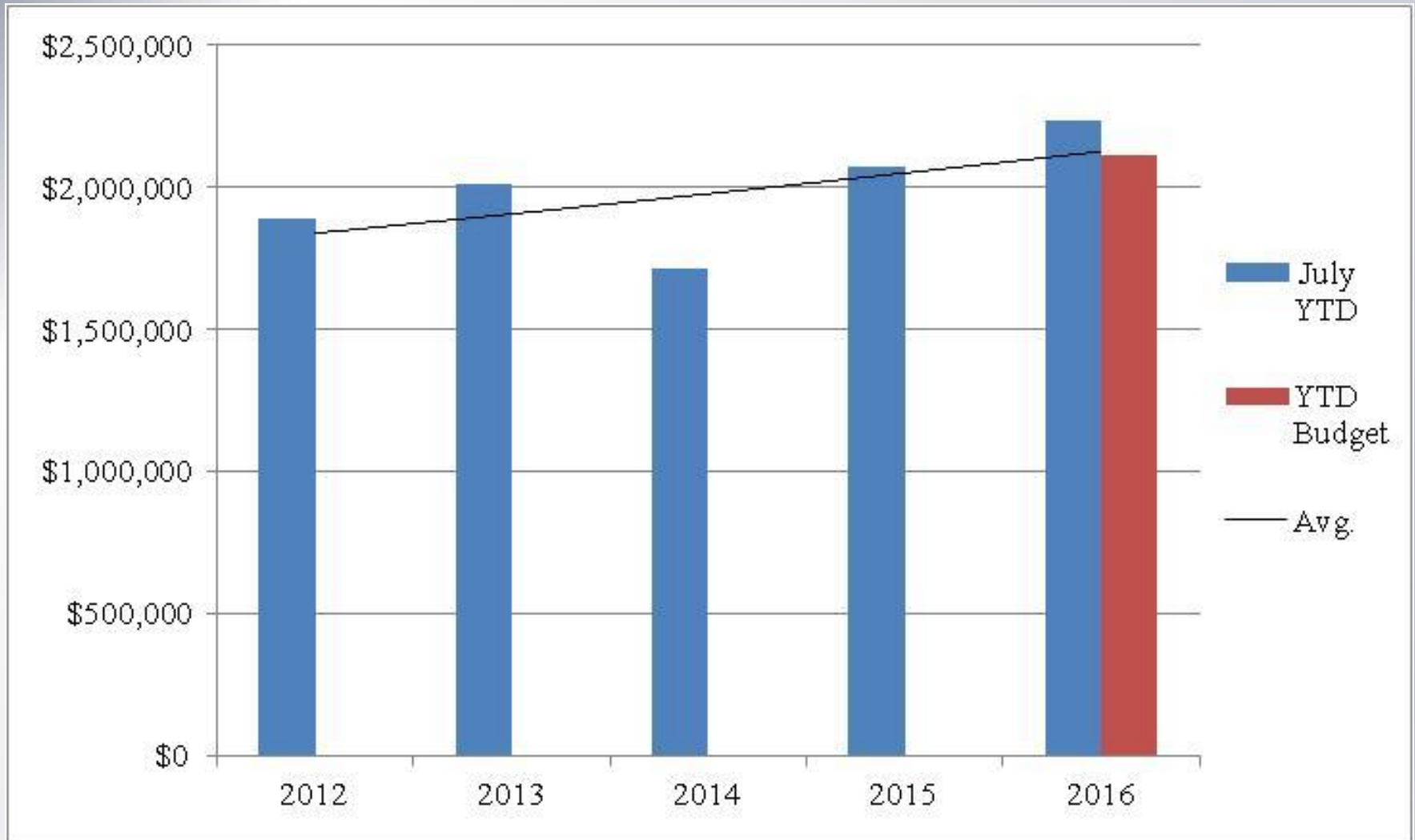
GOLF FUND – Revenues & Expenditures

July 31, 2016 (reported in millions)

As of July (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	2.12	2.23	106%
Transfers In	0.04	0.02	0.00	0%
Funds Available	3.42	2.13	2.23	105%
Expenditures	3.20	1.53	1.48	97%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.28	0.11	0.06	57%
Windstorm 2015	0.12	n/a	0.06	n/a
NET	-0.19	0.49	0.63	
Beginning Fund Balance	0.11	0.11	0.11	
Ending Fund Balance	-0.07	0.60	0.74	

Golf Fund Revenue

5 Year Trend & YTD Budget



REALIZING 'SAFE ROUTES' TO & THROUGH PARKS

WORKING TO ENHANCE PARK
ACCESS THROUGH IMPROVING
WALKABILITY



WHAT IS 'SAFE ROUTES' TO PARKS?



- SLOGAN FOR IMPROVING PEDESTRIAN ACCESS TO & THROUGH OUR PARKS.

NRPA STUDY DEFINES SAFE ROUTES AS A, “NEW AND EMERGING CONCEPT TO ADVANCE SAFE WALKING TO, FROM AND THROUGH PARKS TO IMPROVE THE WELL-BEING OF ALL CITIZENS AND TO FOSTER THE CREATION OF LIVABLE COMMUNITIES.”



WHY SPEND ON SAFE ROUTES?

- INFRASTRUCTURE IS AGING FASTER THAN NEEDED REPAIRS ARE IMPLEMENTED
- STRATEGIC INVESTMENT OF EXCESS 2016 FUND BALANCE AVAILABLE FOR USE (\$200,000)
- POOLING 'S.I.' FUNDS W/ 2016 'WALK REPAIR BUDGET' ALLOCATES \$220,000 TO WALKS
- POTENTIAL FOR WIDESPREAD PARK WALK REPAIR AND IMPROVEMENT



EXAMPLES OF AGING INFRASTRUCTURE



- LACK OF CURB RAMPS LIMIT ACCESS
- DAMAGED WALK SURFACES ARE DIFFICULT TO NAVIGATE



CURRENT CONDITIONS | HAZARDOUS



- DAMAGED CURBS
- HEAVED WALKWAYS
- TRIPPING HAZARDS A PRESENT
- \$20,000 ANNUAL BUDGET IS AN INSUFFICIENT PARK-WIDE REMEDY

LACK OF PEDESTRIAN CONNECTIVITY

- RECENT IMPROVEMENTS LACK CONNECTION TO PATHWAYS
- DISTRICT 81 'SAFE ROUTES' DEAD-END INTO PARKS
- OPPORTUNITY TO CONNECT EXISTING IMPROVEMENTS & IMPROVE ACCESS THROUGH PARKS



PROJECT APPROACH | REPAIR THEN INSTALL



- 'BOOTS ON THE GROUND'
- SYSTEM-WIDE PARK ASSESSMENT
- REPAIR FIRST, INSTALL SECOND



REPAIR | SITE ANALYSIS

- PHOTOGRAPH & MEASURE EACH LOCATION
- PRIORITIZE REPAIRS W/ CATEGORIZED SYSTEM
- RANK BASE ON TYPE AND QUANTITY OF DAMAGE
 - SLIGHT DAMAGE
 - MODERATE DAMAGE
 - SIGNIFICANT DAMAGE
 - HAZARDOUS

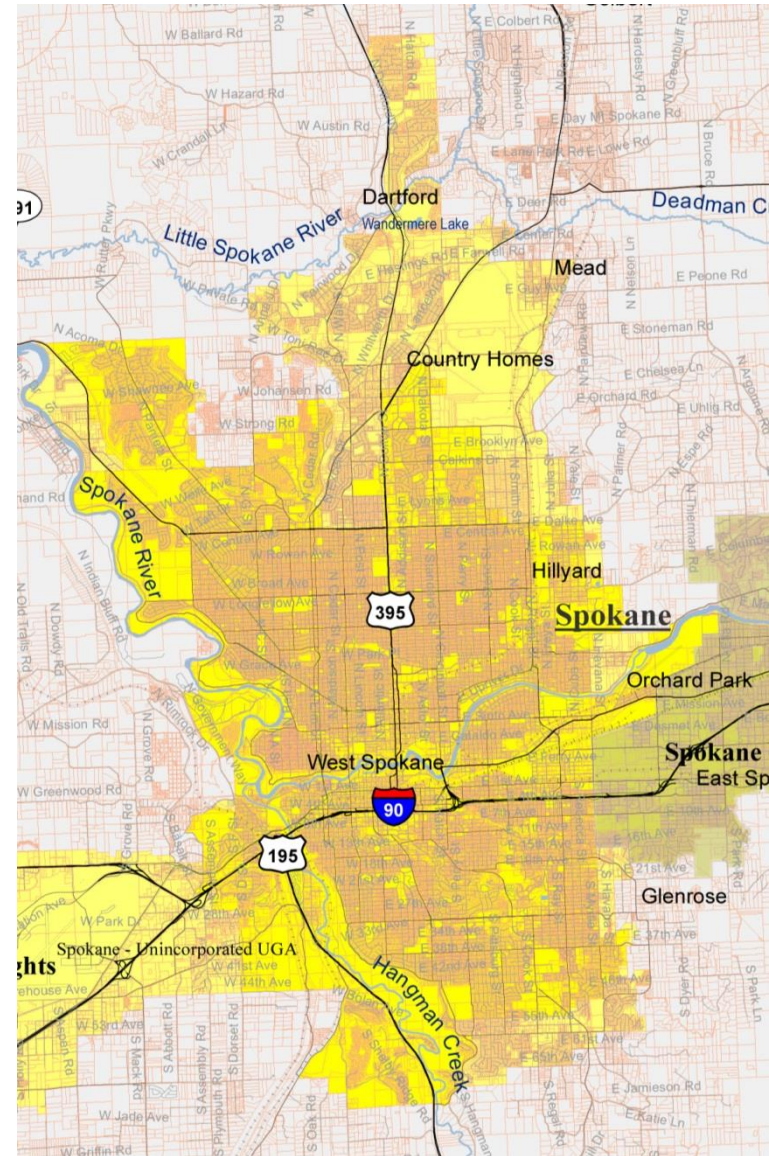


REPAIR | RECOMMENDATIONS

- REPAIR THE WORST, FIRST
- DISTRIBUTE REPAIRS AS WIDESPREAD AS POSSIBLE
- REPAIR ONLY AS NEEDED, NOT COMPLETE REBUILDS
- REPAIR ALL WALKS WITH HAZARDOUS, SIGNIFICANT, AND MODERATE DAMAGE

REPAIR ASSESSMENT RESULTS

- PROPOSED WALK REPAIR FOR 13 PARKS IN 9 NEIGHBORHOODS



INSTALL | SITE ANALYSIS

- PARKWIDE
ASSESSMENT FOR
EXISTING & LACKING
PED INFRASTRUCTURE



Bemiss Elementary Sidewalk
June 9, 2016

INSTALL | SITE ASSESSMENT RESULTS

- 22 PARKS ARE IN NEED OF WALKWAY & ACCESSIBILITY IMPROVEMENTS
- 14 PARKS HAVE EXISTING 'DEAD-END' ADA RAMPS
(RAMPS WITH NO CONNECTION TO PARK WALKWAYS)
- 6 SCHOOL WALKWAYS 'DEAD-END' INTO ADJACENT PARKS
(WALKS DO NOT CONNECT THROUGH PARK PROPERTY)
- 8 PARKS WITH 'HIGH-USE' REC FACILITIES (POOLS, BALLFIELDS, ETC) LACK ACCESSIBLE WALKWAYS FROM PARKING/STREET TO PARK ATTRACTIONS



INSTALL | PRIORITIZING IMPLEMENTATION

- PROJECT RANKING CRITERIA:

- INTENSITY OF PARK USE
- PRESENCE OF EXISTING SCHOOL 'SAFE ROUTE'
- PRESENCE OF EXISTING, DISCONNECTED PEDESTRIAN INFRASTRUCTURE (RAMPS, ETC)
- PROJECT COST



CREDIT: Thinkstock

- PROPOSED 2016 NEW WALK PROJECTS:

- AUDUBON PARK
- SHADLE PARK
- COMSTOCK PARK

INSTALL | PROPOSED SITE 1

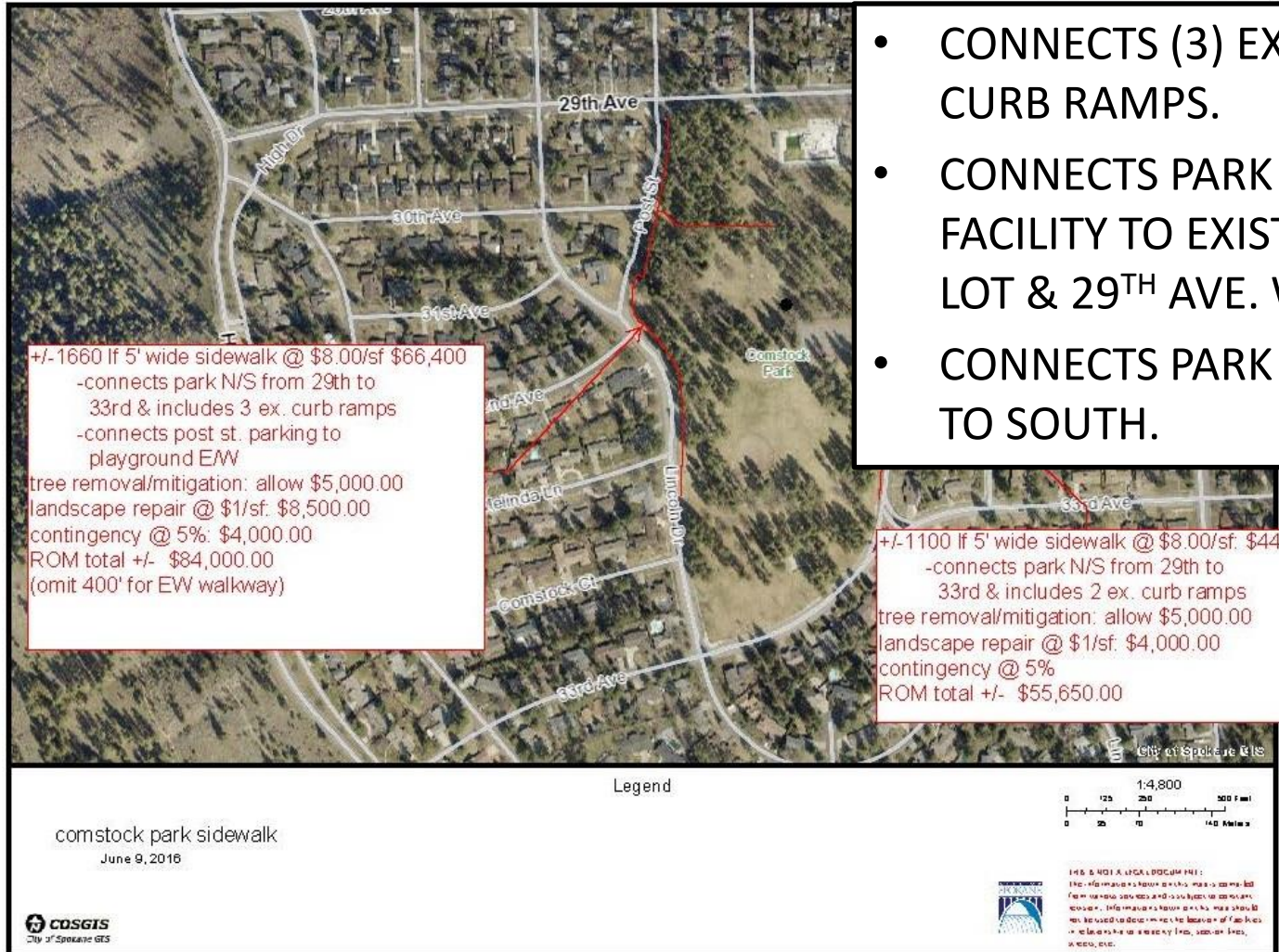
- AUDUBON PARK (EAST SIDE)
- CONNECTS (2) EXISTING ADA CURB RAMPS.
- CONNECTS TO EXISTING SCHOOL 'DEAD-END SAFE ROUTE' & CROSSWALK.
- ACCESSIBLE CONNECTION THROUGH PARK FROM NORTH TO SOUTH.



INSTALL | PROPOSED SITE 2

• COMSTOCK PARK (WEST SIDE)

- CONNECTS (3) EXISTING ADA CURB RAMPS.
- CONNECTS PARK RESTROOM FACILITY TO EXISTING PARKING LOT & 29TH AVE. WALKWAY.
- CONNECTS PARK FROM NORTH TO SOUTH.



+/-1660 lf 5' wide sidewalk @ \$8.00/sf \$66,400
-connects park N/S from 29th to 33rd & includes 3 ex. curb ramps
-connects post st. parking to playground EVW
tree removal/mitigation: allow \$5,000.00
landscape repair @ \$1/sf: \$8,500.00
contingency @ 5%: \$4,000.00
ROM total +/- \$84,000.00
(omit 400' for EVW walkway)

+/-1100 lf 5' wide sidewalk @ \$8.00/sf: \$44,
-connects park N/S from 29th to 33rd & includes 2 ex. curb ramps
tree removal/mitigation: allow \$5,000.00
landscape repair @ \$1/sf: \$4,000.00
contingency @ 5%
ROM total +/- \$55,650.00

INSTALL | PROPOSED SITE 3

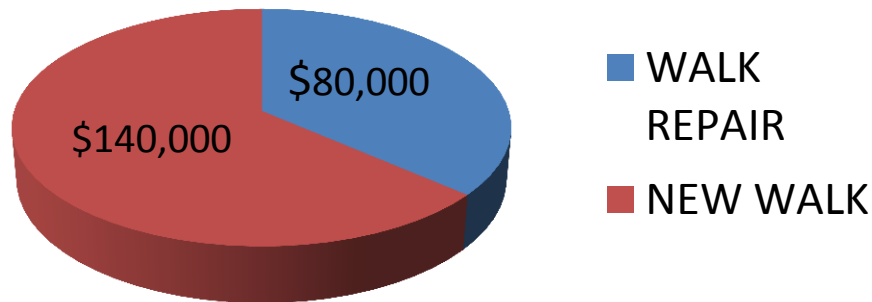
- SHADLE PARK (WEST SIDE)
- CONNECTS EXISTING LIBRARY WALKWAY TO BASEBALL FIELD.
- EXPAND EXISTING SCHOOL 'SAFE ROUTE'.
- CONNECT PARK FROM NORTH TO SOUTH.
- STUDIES POTENTIAL FOR FUTURE MID-BLOCK CROSSING TO SHADLE CENTER.



2016 PROJECT IMPLEMENTATION

- FINALIZE WALK ALIGNMENTS
- COMPLETE BID DOCUMENTS BY MID-SEPTEMBER
- ISSUE TO BID IN SEPTEMBER 2016
- CONSTRUCTION OCT– NOV 2016

2016 SPENDING



2017 & FUTURE IMPLEMENTATION

- CONTINUE FUTURE ASSESSMENT
- ALLOCATE ADDITIONAL RESOURCES THROUGH 6-YEAR CAPITAL PLAN
- TEAM WITH INTEGRATED CAPITAL TO EXECUTE FUTURE IMPROVEMENTS
- PROVIDE SAFER, MORE ACCESSIBLE PEDESTRIAN ROUTES TO & THROUGH LOCAL PARKS



REALIZING
'SAFE ROUTES'
TO & THROUGH PARKS
QUESTIONS?





Recreation Report

Recreation Committee

August, 2016

Outdoor Adventure Camps

- Teen and Youth Camps Ages 12-16 & 8-12 years
 - 1 week – rotating themes

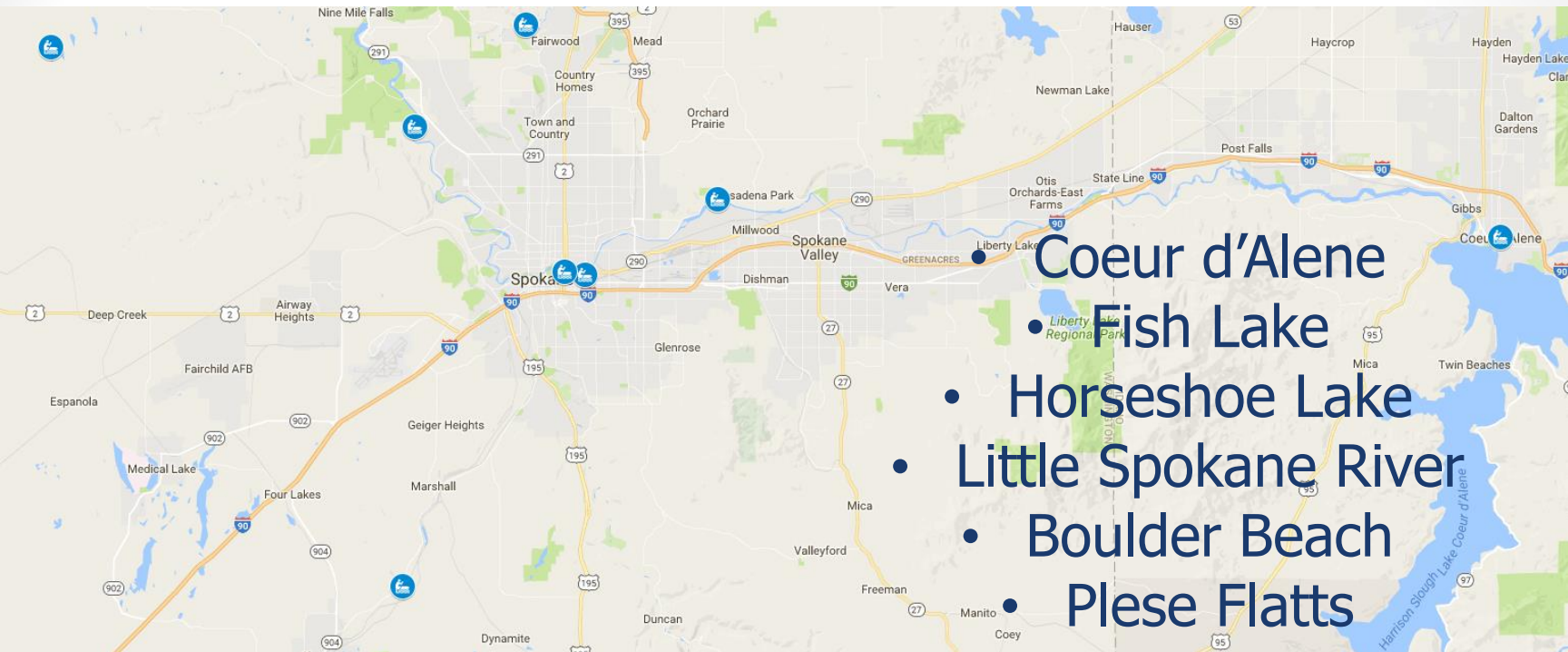


Outdoor Adventure Camps

- Full & 1/2 priced scholarships available
 - Provided by:



Paddleboarding



- Coeur d'Alene
- Fish Lake
- Horseshoe Lake
- Little Spokane River
- Boulder Beach
- Plese Flatts



- Wunderwoman Triathlon Boat Support
 - Kayak and Coffee trips are all full
 - Kayak and Cave trips are all full
- Division Street River Access-Rental Contractor



- Paddleboarding



Paddle, Splash & Play Partners



K-9 Camp and Dog Swim Partner



Disc Golf Partners



For more information:
509.625.6200
www.SpokaneParks.org



Find us on:



To sign up: Spokaneparks.org





City of Spokane Parks and Recreation
Department

Title: Lead Artist for Riverfront Park

This Agreement is made and entered into by and between the **City of Spokane Parks and Recreation Department** as ("City"), a Washington municipal corporation, and **MEEJIN YOON DBA HOWELER + YOON**, whose address is 150 Lincoln Street Apartment 3A, Boston, Maine 02111, Spokane, Washington 99202, as ("Consultant").

WHEREAS, the purpose of this Agreement is to provide Lead Artist Services for Riverfront Park .; and

WHEREAS, the Consultant was selected from a Public Art Call, Approved by City Resolution regarding solicitation of artist recorded as OPR 2016-0319.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 11, 2016, and ends on September 1, 2017 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In cases of ambiguity or conflict City document controls.

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

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall be up to and not exceed **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, including reimbursables, unless modified by a written amendment to this Agreement.

Milestones/Tasks	Completion Date	Amount
1. COI, Work Plan, Schedule	October 1, 2016	\$4,599.82
2. Preliminary Design and Arts Plan Development	January 31, 2017	\$9,199.62
3. Completed Art Plan, Concept Design and presentation	April 30 th , 2017	\$9,199.62
4. Final Design and presentation	June 30 th , 2017	\$13,799.46
5. Construction documents, final schedule and coordination	August 31 th , 2017	\$9,199.64
TOTAL ARTIST COMPENSATION- Up to	\$50,000.00	\$00.00

Compensation shall be based upon a Lump Sum Fee arrangement and further payment details attached hereto as City's Exhibit A.

5. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City.

The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Service Administration (GSA) Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at a markup of four percent (4%). Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

Invoices shall be submitted to:
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT 5th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Meejin Yoon DBA Howeler + Yoon Contact: Meejin Yoon 150 Lincoln Street, Apartment 3a Boston, Maine 02111

10. SOCIAL EQUITY REQUIREMENTS.

- A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

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

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

12. INSURANCE.

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

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing

prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments:

- Exhibit A Lump Sum Payment Method
- Exhibit B Artist Services Agreement
- Exhibit C Scope of Work
- Exhibit D Payment Terms and Schedule
- Exhibit E Artist Invoice
- Exhibit F Call for Artist

16-590

EXHIBIT A
PAYMENT METHOD 2
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not

constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

EXHIBIT A
PAYMENT METHOD 2
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not

Contract Number	
Project Name	
Project Number	
Fund Source Department % for Art Funds, or MOA	
Expiration Date	

EXHIBIT B

ARTIST SERVICES AGREEMENT (Design) **Between the Spokane Parks & Recreation** **And** **Meejin Yoon, d.b.a. Howeler + Yoon** **For the Riverfront Park Redevelopment Project**

THIS AGREEMENT is made and entered into by and between Spokane Parks and Recreation (hereinafter "PARKS"), and the Director thereof and Meejin Yoon d.b.a. Howeler + Yoon [150 Lincoln St Apt 3a, Boston, MA 02111] (hereinafter "ARTIST").

In consideration of the promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. **CONTENTS OF AGREEMENT** This Agreement consists of scope of work, compensation terms, standard terms and conditions plus **Attachment 1 (Scope of Work), Attachment 2 (Payment Terms and Schedule), Exhibit A (Artist Invoice Form) and Exhibit B (Artist Proposal/Budget)**, *[List any other Attachments or Exhibits that you choose to add and modify text to list all attachments and exhibits.]*
2. **TERM OF AGREEMENT** This Agreement shall be effective on **September 1, 2016**, and, unless terminated earlier pursuant to the provisions hereof, shall expire on **September 1, 2017**.
3. **SCOPE OF WORK** The Scope of Work of this Agreement and Description of Artwork is described in **Attachment 1**, which is attached to and made a part of this Agreement. The ARTIST shall complete the design and perform all tasks as described in Attachment 1 by **September 1, 2017**.

The Work shall, at all times, be subject to the Park's general review and approval. The ARTIST shall confer with the Parks periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by Parks to determine the adequacy of the Work or the ARTIST's progress.

8/5/2016

Parks makes no guarantee that any of the ideas in the Art Plan developed by the ARTIST will be implemented.

[Note: If Artist is an In-State Artist, the total compensation should include all taxes. If Artist is an Out-of State Artist, the total compensation shown in the contract document should include only the amount paid to the Artist, and not the amount of tax paid by Parks directly to the State.]

4. **TOTAL PAYMENTS (\$45,998.16)**

Compensation details and Schedule of Payments are described in **Attachment 2**, which is attached to and made a part of this Agreement. The maximum amount Parks will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, shall not exceed **\$45,998.16 (forty five thousand nine hundred ninety eight dollars and sixteen cents.)**

The ARTIST understands that there is no guarantee of a minimum amount of work or compensation under this Agreement, and the ARTIST shall only submit invoices based on performing the tasks described in **Attachment 1**. Regardless of the actual amount of time and other resources expended by the ARTIST in performing the work described in **Attachment 1**, the ARTIST shall not submit an invoice to Parks requesting compensation in an amount greater than the maximum amount to be paid under this Agreement, without specific written authorization, in advance, from Parks.

5. **PROCESS FOR PAYMENT OF COMPENSATION** To be eligible for any payment of compensation under this Agreement, the ARTIST must submit to the PARKS an invoice (see **Exhibit A** for Artist Invoice Form) for payment in the manner and on the form specified by PARKS, together with evidence, to the reasonable satisfaction of the PARKS Director, that the ARTIST has completed the performance/payment stage that would warrant the payment requested. Upon receipt and approval of such invoice, PARKS shall arrange for the immediate processing of such documentation and the appropriate payment to the ARTIST.

6. **ADDRESSES FOR NOTICES AND OTHER DELIVERABLES; WAIVER OF ARTIST'S RIGHTS UPON FAILURE TO PROVIDE CURRENT ADDRESS TO PARKS** All notices, forms, reports, maintenance suggestions, and other textual materials required by this Agreement shall be in writing, and all such material, together with any other material to be delivered hereunder, shall be delivered or mailed to the respective addresses of the parties hereto. The ARTIST's failure to keep PARKS reasonably informed regarding the ARTIST's current address shall be deemed a waiver of the ARTIST's rights and opportunities under this Agreement.

All notices, requests, demands or other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when addressed as follows:

If the OFFICE, to:

Spokane Parks & Recreation
City of Spokane
808 W. Spokane Falls Blvd #5
Spokane, WA 99201
Phone: (509) 625-6200

If the ARTIST, to:

Meejin Yoon
150 Lincoln St Apt 3a
Boston, MA 02111
(617) 517-4101

or to such other address as may be specified hereafter by either party for itself, by written notice to the other party.

7. **ARTIST's REPRESENTATION & WARRANTY:** The ARTIST understands that Park's willingness to enter into this design contract is conditioned upon the ARTIST's willingness to agree to the inclusion in any future contract between the ARTIST and PARKS for the ARTIST's fabrication and installation of the final form of the ARTWORK of a provision substantially in the form set forth immediately below.

ARTIST acknowledges, for the benefit of PARKS, that installation of the ARTWORK into the building, structure or other Parks facility for which it has been designed may subject such ARTWORK to destruction, distortion, mutilation, or other modification by reason of the removal of such artwork from such building, structure or other Parks facility.

Refusal by the ARTIST to agree to the inclusion of such provision in any contract with PARKS for the fabrication and installation of the final form of the ARTWORK shall constitute a breach of this contract. As a remedy for such breach, PARKS shall be entitled to the return of all compensation paid under this contract, and the ARTIST shall retain all right, title and interest in the ARTWORK. The ARTIST's obligations and PARKS's rights under this section shall survive the expiration of this contract.

8. **PUBLIC INFORMATION**

- A. PARKS, in consultation with Spokane Arts, shall be solely responsible for coordinating public information materials, including but not limited to press releases, fact sheets and invitations, and activities related to the commissioning and dedication of the artwork. PARKS shall have the right to edit written materials provided by the ARTIST for public information purposes as needed.

- B. The ARTIST shall acknowledge and disclose PARKS's role in funding the design of the artwork, whether realized or not, and if realized, the artwork, in all public presentations and written, printed or electronic publication of the artwork.
9. **ARTIST IS INDEPENDENT CONTRACTOR** The ARTIST is an independent contractor and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specifically provided herein.
10. **NO CLAIM BY ARTIST'S EMPLOYEES OR OTHER PERSONS ALLOWED** No employee of the ARTIST or other person engaged to perform any work or service required of or by the ARTIST under this Agreement shall be considered to be an employee of PARKS. No claim of any such employee or other person, whether for industrial insurance, unemployment compensation, or any other benefit or entitlement whatsoever, shall be an obligation of PARKS.
11. **NO ASSIGNMENT OF WORK WITHOUT AUTHORIZATION** The work and services required of the ARTIST by this Agreement are personal and shall not be assigned, delegated, or transferred without the express, written approval of PARKS. This provision shall not prohibit the ARTIST from employing qualified personnel for work under the ARTIST's direct supervision regarding the artwork except that the ARTIST shall not permit any such person to acquire any copyright, ownership interest, lien right, or other property interest in the Artwork.
12. **PARKS AUTHORIZED TO REVIEW WORK IN PROGRESS** Upon reasonable prior notice to the ARTIST, PARKS and its appointed officials, officers, employees, and agents shall have the right to make reasonable inspections and reviews of the ARTIST's progress with respect to the artwork.
13. **COPYRIGHT; PARKS'S RIGHT TO REPRODUCE IMAGES; PARKS'S OWNERSHIP OF ARTWORK**

[Note: In most cases for permanently sited artwork, the following copyright language should be used in the Design Agreement.]

The ARTIST shall retain the copyright and all other intellectual property rights to the artwork, provided that PARKS is hereby granted an irrevocable, non-exclusive, royalty free license to graphically reproduce (through photography or otherwise) the image of the artwork, including but not limited to, the artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by PARKS, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by PARKS, for municipal (e.g., education, public information, etc.) purposes. On each such municipal reproduction, the ARTIST shall be acknowledged, using designations provided by the ARTIST, to be the creator of the original artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished artwork.

Parks shall own the physical embodiment of the artwork including but not limited to, the artwork proposal and all preliminary studies, models, samples and maquettes thereof.

The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

14. **PARKS RECORDS REGARDING ARTWORK** PARKS shall maintain on file for a length of time consistent with statutory requirements a record of this Agreement and of the location and disposition of the ARTWORK.
15. **ARTIST'S IDENTIFICATION LABEL** PARKS shall prepare, at its own expense, an identification label indicating the ARTIST's name, the artwork's title, funding source, year of completion, and any informational and/or interpretive text about the artwork as applicable. This label shall be placed near or adjacent to the artwork whenever the artwork is publicly displayed by PARKS.
16. **RISK OF LOSS** The ARTIST shall take such measures as are reasonably necessary to protect the artwork from loss or damage until the ARTIST has completed delivery to PARKS of all materials specified herein and ownership is transferred to PARKS, which shall occur when delivery and/or installation is complete. The ARTIST shall obtain property insurance for loss of the materials paid for by PARKS while in the ARTIST's possession and control. The risk of loss or damage shall be borne by PARKS prior to final acceptance during such periods of time as the partially or wholly completed artwork is in the custody, control or supervision of PARKS or its agents for the purposes of transporting, storing, installing or performing any ancillary services to the ARTWORK.
17. **INDEMNIFICATION** The ARTIST hereby releases and shall save, defend and hold PARKS and its appointed officials, officers, employees, and agents harmless from any and all causes of action, suits at law or equity, claims, demands and liability of any nature (including but not limited to attorney's fees) arising out of any act or omission of the ARTIST, or of any agent or employee of, or contractor for the ARTIST under this Agreement. In the event of the concurrent negligence of (a) the ARTIST or (b) any of the ARTIST's employees or agents and PARKS or any of its employees or agents, the ARTIST's indemnification obligation shall be enforceable only to the extent of the negligence of the ARTIST or of the ARTIST's employee or agent. The ARTIST waives any immunity the ARTIST may have under any industrial insurance legislation (Title 51 RCW or other applicable legislation) to claims brought against the ARTIST by PARKS in connection with this Agreement, which waiver has been mutually negotiated by the parties hereto. No liability shall attach to PARKS by virtue of entering into this Agreement except as is expressly provided herein. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
18. **INSURANCE**

NOTE: The default design contract insurance clause is directly below.

The ARTIST shall maintain premises and operations liability insurance on any commercial studio space that he/she rents or owns separate from his/her primary residence. "The City of Spokane Parks & Recreation" shall be included as an additional insured on such insurance for primary and non-contributory limits of liability. The ARTIST shall require that its authorized insurance representative issue certification of insurance, including documentation of additional insured status for PARKS, to PARKS at the address specified in Section 19 below. An electronic copy shall be emailed to ____.

Should the ARTIST be issued a subsequent agreement to fabricate artwork designed under this agreement, the ARTIST will be required to maintain Commercial General Liability (CGL) and Automobile Liability insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage for the duration of that agreement.

19. WARRANTY

Non-Infringement: The ARTIST represents and warrants that the artwork design does not infringe or violate any copyright, trade secret, trademark, patent, or other proprietary or personal right held by any third party. If the artwork design is in any action held to constitute an infringement of any third party's rights and its use is enjoined, the ARTIST shall immediately and at his/her expense (a) procure for PARKS the right to continue its use of the artwork design in accordance with this Agreement, (b) alter the artwork design to eliminate infringing portions, subject to the Parks's approval, or (c) replace the artwork design with a version acceptable to PARKS that is non-infringing.

20. COLLECTION MANAGEMENT PARKS reserves the right to manage its collection of art, including the ARTWORK, consistent with all applicable laws, ordinances, and municipal policies, including, but not limited to the Artwork in Parks and Recreation Areas policy and Parks Artwork De-accessioning Policy.

21. CREDIT The ARTIST shall credit "Spokane Parks & Recreation" and the appropriate funding sources on any and all publicity materials and generated for this artwork, design or proposal using language determined by PARKS and will also acknowledge Spokane Arts and the City of Spokane at all public presentations and in all written or electronic publication of the work.

22. AUDIT The ARTIST shall permit PARKS and/or any other governmental agency that is involved in the funding of the project (hereinafter referred to as "Agency"), from time to time as the PARKS Auditor or the Director of PARKS or the Agency deems necessary (including up to six years after the final payment or release of withheld amounts has been made under this Agreement), to inspect and audit at any and all reasonable times in Spokane County, Washington, or at such other reasonable location the PARKS Auditor and/or Agency selects, all pertinent books and records of the ARTIST and any sub-consultants or other person or entity that has performed work in connection with or

related to the ARTIST's services under this Agreement to verify, among other things, that the compensation or other consideration provided to the ARTIST has been appropriate, and that the contracted-for services were provided in a timely manner; and shall supply PARKS with, or shall permit PARKS and/or Agency to make, a copy of any books and records and any portion thereof, upon the PARKS Auditor's, the Director of PARKS or the Agency's request. The ARTIST shall ensure that such inspection, audit and copying right of PARKS and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the ARTIST's services under this Agreement.

23. COMPLIANCE WITH LAWS AND REGULATIONS

- A. General Requirement:** The ARTIST, at his/her sole cost and expense, shall perform and comply with all applicable laws of, including, but not limited to, the United States and the State of Washington; the Federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA); the Charter, Municipal Code, and ordinances of The City of Spokane; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.
- B. Licenses and Similar Authorizations:** The ARTIST, at no expense to PARKS, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Taxes:** Except as provided in this Agreement, the ARTIST shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the ARTIST's interest in this Agreement.
- D. Use of Recycled Content Paper:** The ARTIST shall, whenever practicable, use recycled content paper on all documents submitted to PARKS.
- E. Americans with Disabilities Act:** The ARTIST shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing the ARTIST'S obligations under this Agreement. If the ARTIST is providing services, programs, or activities to PARKS employees or members of the public as part of this Agreement, the ARTIST shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for, the immediate termination of this Agreement.

Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of

March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and to the extent that the applicable provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the provisions of the ADA prevail unless approval for an exception is obtained by a formal documented process. In instances where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the applicable code provisions.

24. EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The ARTIST will not discriminate against any employee or applicant for employment because of age, race, color, creed, religion, ancestry, sex, national origin, marital status, sexual orientation, gender identity or political ideology, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The ARTIST shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, creed, religion, ancestry, sex, national origin, marital status, sexual orientation, gender identity or political ideology, or the presence of any sensory, mental or physical disability. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The ARTIST shall post in conspicuous places, available to employees and applicants for employment, notices as provided by Parks setting forth the provisions of this nondiscrimination clause.
- B. The ARTIST shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative efforts taken by the ARTIST in implementing the requirements of this section, and will permit access to the ARTIST's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.
- C. The ARTIST, by executing this Agreement, is affirming that the ARTIST complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the ARTIST may be subject to damages and sanctions provided for by the Agreement and by applicable law.
- D. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

25. WOMEN AND MINORITY BUSINESS

Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, using minority community and public organizations to perform outreach.

Any violation of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law. Consultants in violation of the requirements may be subject to debarment from City contracting in accordance with SMC Ch. 20.70.

- 26. CONTRACTUAL RELATIONSHIP** This Agreement does not constitute the ARTIST as the agent or legal representative of PARKS for any purpose whatsoever, and the ARTIST is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of PARKS or to bind PARKS in any manner or thing whatsoever.

- 27. INVOLVEMENT OF FORMER PARKS EMPLOYEES** The ARTIST agrees to inform PARKS of any former PARKS officer or employee who terminated PARKS office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement. The ARTIST further agrees that no work under this Agreement will be done by a former PARKS officer or employee who terminated PARKS office or employment less than twelve (12) months prior to the proposed commencement date of such former PARKS employee's work for the ARTIST and who, in the course of official PARKS duties, was involved in, participated in or acted on any matter related to this Agreement.

- 28. NO CONFLICT OF INTEREST** The ARTIST confirms that the ARTIST does not have a business interest or a close family relationship with any PARKS officer or employee who was, is, or will be involved in the ARTIST's selection, negotiation, drafting, signing, administration, or evaluating the ARTIST's performance. As used in this section, the term "ARTIST" shall include any employee of the ARTIST who was, is or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a PARKS officer or employee described above.

- 29. EXECUTORY AGREEMENT** This Agreement will not be considered valid until signed by both parties.

30. **BINDING EFFECT** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
31. **APPLICABLE LAW; VENUE** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Spokane County.
32. **REMEDIES CUMULATIVE** Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.
33. **CAPTIONS** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.
34. **INVALIDITY OF PARTICULAR PROVISIONS** A judicial determination that any term, provision, condition, or other portion of this Agreement or its application is inoperative, invalid or unenforceable shall not affect the remaining terms, provisions, conditions or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid or unenforceable and as to such other persons or in such other circumstances it shall continue in full force and effect.
35. **NO WAIVER** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the ARTIST shall not be deemed a waiver of any right or the acceptance of defective performance.
36. **EXTRA WORK** PARKS may desire to have the ARTIST perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" Section of this Agreement. This will be considered extra work, supplemental to this Agreement and shall not proceed unless authorized by a written amendment signed by both parties. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.
37. **DISPUTES** Any disputes concerning the ARTIST's performance of this Agreement that are not disposed of by agreement between the ARTIST and the PARKS's Project Manager, shall be referred to the PARKS Director and the ARTIST or ARTIST's designated representative. If such persons do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes.

38. TERMINATION

- A. For Cause:** Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided in writing to such other party. In the event this Agreement is terminated by reason of the ARTIST's default, the ARTIST shall immediately refund to Parks the amount of any interim payment made to the ARTIST.
- B. For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. For Public Convenience:** PARKS may terminate this Agreement at any time, in whole or in part, for any reason including PARKS's convenience, upon written notice to the Consultant. In the event PARKS terminates this Agreement for Public Convenience, PARKS will determine a fair and reasonable value for the services performed by the ARTIST to that point. As a condition of receiving the fair and reasonable payment from Parks, the ARTIST agrees to transfer title to all partially completed work, plans, notes, drawings, etc. to Parks.
- D. Notice:** Notice of termination shall be given by the party in writing terminating this Agreement to the other not less than fifteen (15) calendar days prior to the effective date of termination.

- 39. MODIFICATION OR AMENDMENT** No modification or amendment of any of the terms hereof shall be effective unless the same is in writing and is signed by an authorized representative of each of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement from time to time by mutual agreement.

- 40. ENTIRE AGREEMENT** This Agreement, including the exhibits and addenda attached hereto and forming a part hereof (if any), is all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any elected official, officer, agent, associate or employee of PARKS and any officer, agency, employee or associate of the ARTIST prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

- 41. NEGOTIATED AGREEMENT** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their signatures affixed below:

SPOKANE PARKS & RECREATION

Leroy Eadie
Director,
Spokane Parks & Recreation

Date

ARTIST

Meejin Yoon

Date

ARTIST'S ADDRESS
150 Lincoln St Apt 3a,
Boston, MA 02111

Phone
(617) 517 4101

EIN # (if applicable) _____

EXHIBIT C
Scope of Work
Design and Construction Document Phase

SCOPE OF WORK, DESIGN PHASE

This is a collaborative project for a site-integrated or site-specific project as defined in Exhibit B, Call for Artists, attached and excerpted below.

A. Design and Planning Services:

The ARTIST will work with the **Riverfront Park Redevelopment** Project designers and Open Spaces Designers (as applicable), the **Parks** project manager, community representatives and city representatives during the design phase of the **Riverfront Park Redevelopment Artwork Project**, under the general direction of PARKS, in consultation with Spokane Arts.

The lead artist will develop a comprehensive art plan for the park grounds, a concept proposal for one or more artworks, and final design and construction documents for one or more permanent outdoor artworks that will be sited within the Park.

The ARTIST will be an active and collaborative member of the design team and will develop a concept that is coordinated with the overall design for the Riverfront Park Redevelopment Project.

The ARTIST will also be responsive to Parks project management staff and the Joint Arts Committee. The ARTIST will be responsible for securing Parks staff and design team support for the artwork concept prior to presentation to the Joint Arts Committee and the Park Board.

The [concept] design phase is anticipated to be completed: September 1, 2017 with intermediate deadlines as indicated below.

If this contract is through construction documents:

The budget for fabrication and installation is **\$450,000** (all inclusive). Contingent upon approval of concept design, PARKS will contract with the ARTIST for subsequent phases of work

B. Development of a comprehensive art plan for Riverfront Park:

The ARTIST will work with the Joint Arts Committee, Parks staff and the design team to produce an art plan that will both inform the placement of their subsequent artwork(s) but will also indicate other areas of opportunity for artwork consideration

and siting within the Park. This art plan will leverage and build upon existing studies produced for the park, including but not limited to the Riverfront Park Master Plan and the Light & Sound Study. The ARTIST shall present the concept design proposal as a deliverable in the form of an illustrated presentation and report to the Joint Arts Committee, the Park Board and to community members through a series of open public meetings to be held throughout the development of the project.

C. Concept Design Proposal:

The ARTIST will develop a concept design proposal for the PROJECT to be submitted to PARKS and presented to the Joint Arts Committee.

The ARTIST shall present the concept design proposal as a deliverable in the form of an illustrated presentation and report and shall address the ARTISTS preliminary design ideas for the PROJECT (see below for presentation requirements). The concept design proposal shall include all aspects of the ARTIST's proposal, including artwork, integrated art and any other elements developed by the ARTIST.

The concept design proposal will describe the artwork size, scale, form, materials, and function, if applicable. The ARTIST shall investigate and confirm feasibility of the concept.

The ARTIST will develop a budget for the artwork as well as for any engineering and related costs.

D. Final Concept Design Proposal:

Upon recommendation for approval by the Joint Arts Committee of the concept proposal, the ARTIST shall submit a final concept design proposal for the PROJECT to PARKS. The final design proposal will include any modifications, if required, based on input from the Joint Arts Committee and will be a deliverable in the form of an illustrated report and shall include the designation of elements of the PROJECT design to be addressed by the ARTIST, ideas for design treatment and materials to be used, specifications, the designation of sites and a complete budget and schedule (see below).

E. Consultation:

Under direction of the OFFICE staff, the ARTIST will consult as necessary with the **Riverfront Park Redevelopment** project manager (or design staff and/or sub-consultants, including) in order to complete the Scope of Work specified in this Agreement. The ARTWORK must conform to safety, material and code standards. The ARTIST may be required to hire consultants to ensure that these standards met. The ARTIST may also be responsible for hiring, and paying fees associated with, consultants for any extraordinary engineering, lighting, or technical requirements resulting from the proposed ARTWORK design. In the event that the proposed

ARTWORK does not conform to safety, material and code standards, the ARTIST may be required to make the necessary changes at the ARTIST's own expense.

F. Community Involvement:

In addition to design meetings (consultation, above), the ARTIST may be asked to attend meetings with community representatives/user groups designated by PARKS or the Riverfront Park Redevelopment project team during the formulation of the art plan and the subsequent design proposal and to identify a site(s) for the ARTWORK(s) if applicable.

G. Presentations:

The ARTIST shall be required to present the concept design proposal for the artwork to the Joint Arts Committee, an oversight committee representing both the Park Board and the Spokane Arts Commission. The Joint Arts Committee will review the final design proposal. The ARTIST may be required to present artwork proposals either individually or jointly with PARKS at User Group/Stakeholder, community, Spokane Design Review Board, and other public meetings and to department directors as necessary.

H. Approval of Preliminary Concept Design Proposal and Final Design Approval:

1. **Concept Proposal:** Upon completion of the art plan and preliminary design, the ARTIST will submit a concept proposal to PARKS and the Joint Arts Committee for review. The proposal shall include ARTWORK and integrated design elements.

The Joint Arts Committee will make a recommendation for PARKS to approve the concept, to approve the concept conditioned upon changes, or to reject the concept.

PARKS will then make a recommendation to accept, accept with changes or reject the concept proposal.

The concept design proposal deliverables will include:

- a. A digital copy of the proposal submitted on CD, thumb drive or other digital media, or via email. The digital proposal will illustrate the project and will include but not
 - Site plan showing locations of artwork
 - Scale drawings of the concept or component thereof, including at least one elevation
 - The artwork concept shown in the context of the site
 - Designation of any elements to be incorporated into PROJECT construction documents.
 - Material/color samples (optional)

- b. A separate written document in 8 ½" x 11" format that includes but is not limited to:
- A narrative description and summary of the preliminary concept proposal for the ARTWORK for the PROJECT, including integrated design elements. The written description may include ideas for how the project could be expanded should additional funding be available at a later date.
 - A detailed budget, not to exceed \$450,000 for the proposed ARTWORK. This amount is all inclusive and shall include line items for materials, labor, consultants' costs (if applicable), travel, sales/use tax, contingency and liability insurance.
 - A reference image.

This written information may be included in the digital presentation; however, for the presentation to the Joint Arts Committee, the ARTIST shall provide 8 copies of the narrative description, budget and any other brief written supporting proposal document. The ARTIST is not required to print the entire digital presentation.

The ARTIST shall submit a copy of the digital presentation of the concept proposal and a copy of the written supporting material to PARKS a minimum of one week (or another mutually agreed to date) prior to the review by Joint Arts Committee. The remaining copies of written supporting material may be distributed at the Joint Arts Committee presentation.

2. **Final Design Proposal:**

Upon recommendation for approval by the PAAC of the concept proposal, the ARTIST shall submit a final design proposal for the PROJECT to the OFFICE. The final design proposal shall be a deliverable in the form of an illustrated report and shall incorporate any revisions based on PAAC's recommendations regarding the concept design and shall include designation of elements of the PROJECT design to be addressed by the ARTIST, ideas for design treatment and materials to be used, specifications, the designation of sites and a complete budget and schedule (see below).

The final design proposal submission shall include:

a. **Written Proposal**

One copy of a written proposal in 8 ½" x 11" format, and one electronic copy on CD or other digital media, to include:

- A written description and summary of a final design proposal for the ARTWORK for the PROJECT
- Designation and any elements to be integrated into the PROJECT construction documents and confirmation that those elements have been included in the PROJECT documents (copy of PROJECT construction documents).
- Detailed maintenance requirements
- A detailed budget, not to exceed \$450,000 for the proposed ARTWORK. This amount is all inclusive and shall include line items for materials, labor,

consultants' costs (if applicable), travel, sales/use tax, contingency and liability insurance, as well as any construction credits that have been committed from the project, if applicable.

- A schedule for development, fabrication, completion, and installation of the proposed artwork.

The ARTIST shall submit a copy of the digital presentation of the concept proposal and a copy of the written supporting material to PARKS a minimum of one week (or another mutually agreed to date) prior to the review by the Joint Arts Committee. The remaining copies of written supporting material may be distributed at the Joint Arts Committee presentation. The requirements for the Final Concept Design presentation will be the same as those for the Concept Design Presentation with updated and revised information.

H. Construction Documents:

If the ARTIST's final design is accepted by PARKS and can be created within the project budget, the ARTIST will be asked to proceed with design development and construction documents for the fabrication and installation of the ARTWORK. The ARTIST'S Construction Document phase submission will include, but is not limited to the following:

1. Complete drawings for the fabrication and installation of the ARTWORK, showing all materials, dimensions, quantities, locations.
2. Complete specifications for the ARTWORK.
3. Complete construction documents showing the integration of the ARTWORK in the PARKS design.
4. Engineering documents or other related consultant documents as required.
5. Documentation that PARKS staff and other design consultants as required have seen the construction documents.
6. Complete budget, including those aspects of the ARTWORK to be paid for by construction dollars.
7. Schedule
8. Material samples

I. Fabrication Contract:

If the ARTIST'S submittal at the end of Construction Documents is accepted by PARKS and can be created within the project budget, the ARTIST and the OFFICE agree to negotiate a contract for the fabrication and installation of the ARTWORK. The ARTIST will be required to be covered by commercial general liability insurance.

J. Acknowledgment The ARTIST shall acknowledge the PARKS's role in funding the design of the artwork in all public presentations and written, printed or electronic publication of information regarding the artwork.

K. Tasks, Deliverables and Work Schedule for ARTIST's Concept Design:

All work shall be performed and deliverables provided according to the following schedule. By mutual agreement, dates may be changed due to changes in the PROJECT schedule.

1. Deliverable #1

Tasks below to be completed by October 1, 2016

- Deliver to, for acceptance by, the PARKS Director of proof of insurance, work plan and schedule

2. Deliverable #2 – preliminary design work

Tasks below to be completed by November 30, 2016

- Meet and coordinate with PARKS and its consultants, Spokane Arts and designated community and stakeholder representatives.
- Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended, art plan development, preliminary concepts, etc.
- Submit to PARKS and Spokane Arts preliminary drawings/report which illustrate ARTWORK (conceptual development and preliminary design).

3. Deliverable #3 –Completed Art Plan, Concept Design and presentation

Tasks below to be completed by February 28th, 2017

- Meet and coordinate with PARKS and its consultants, Spokane Arts and the designated community/stakeholder representatives. Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended, preliminary concepts, etc.
- Submit to PARKS and Spokane Arts a completed art plan, concept design proposal drawings and report which illustrate ARTWORK (Concept Design, see submission requirements above). Final report must be delivered at least one week prior to presentation to the Joint Arts Committee, below.
- The ARTIST shall present in person the concept design to the Joint Arts Committee and Spokane Arts for recommendation for approval and acceptance by PARKS of the concept design proposal for the ARTWORK.

4. Deliverable #4 – Final Design and presentation

Tasks below to be completed by April 30th, 2017

- Meet and coordinate with PARKS and its consultants, Spokane Arts and the designated community/stakeholder representatives to address and resolve any conditions upon approval recommendation. Submit to PARKS and Spokane Arts a report of work performed to date, including meetings attended etc.
- Finalize any designation of elements to be included in PROJECT construction documents
- Obtain and submit construction documents with ARTWORK shown incorporated therein
- Submit to PARKS and Spokane Arts final design proposal drawings and report which illustrate ARTWORK (Concept Design, see submission

requirements above). Final report must be delivered at least one week prior to presentation to the Joint Arts Committee, below.

- Present in person the final design to the Joint Arts Committee and Spokane Arts for recommendation for approval and acceptance by PARKS of the final concept design proposal for the ARTWORK..

5. Deliverable #5 – Construction Documents

Tasks below to be completed June 30th, 2017

- Meet and coordinate with the PARKS and its consultants, Spokane Arts and the designated community representatives to prepare and complete construction documents. Submit to Parks and Spokane Arts report of work performed to date, including meetings attended etc.
- Submit to, for acceptance by, PARKS and Spokane Arts final construction documents (see submission requirements above.)

EXHIBIT D (for Out-of-State Artists) Payment Terms and Schedule

1. TOTAL COMPENSATION TO ARTIST

The maximum amount PARKS will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, shall not exceed **\$45,998.16 (forty five thousand nine hundred ninety eight and sixteen cents.)**

2. PAYMENT OF TAXES

As Washington State sales or use taxes, the sum of **\$4,001.84 (four thousand one dollars and eighty four cents)** to be paid by the City directly to the state on behalf of the artist.

[Note: To calculate the amount of Artist compensation from the total amount of the awarded commission, divide the total amount of the awarded commission by 1.087. For example, an award of \$10,000 would yield an Artist payment of \$9,199.63 with taxes of \$800.37.]

3. PROCESS FOR PAYMENT OF TAXES

PARKS shall collect from itself and for and on behalf of the ARTIST whatever Washington State and City sales and use taxes are applicable to the artwork acquisition contemplated herein, by deducting the amount of the tax from the artist compensation amount and remitting that deduction to the State Department of Revenue at the time an incremental payment of compensation is made to the ARTIST.

Milestones/Tasks	Completion Date	Amount
1. COI, Work Plan, Schedule	October 1, 2016	\$4,599.82
2. Preliminary Design and Arts Plan Development	November 30, 2016	\$9,199.62
3. Completed Art Plan, Concept Design and presentation	February 28th, 2017	\$9,199.62
4. Final Design and presentation	April 30th, 2017	\$13,799.46
5. Construction documents, final schedule and coordination	June 30th, 2017	\$9,199.64
TOTAL ARTIST COMPENSATION	\$45,998.16	\$00.00
TAXES – Paid directly by Parks to taxing agencies.	\$4,001.84	\$00.00
TOTAL PAYMENTS (total of Artist compensation and Taxes)	\$50,000.00	\$00.00

EXHIBIT E -- Artist Invoice

SPOKANE ARTS
PO Box 978 Spokane, WA 99210
Attn: Executive Director

Public Art Program Invoice

From:	<u>Contractor Name & Address</u>	<u>Payee Name & Address: (if different)</u>
Phone:	A. <u>EIN # (if applicable)</u>	
Email:		
Payment method or contract number:	Is this a change of address?	

DETAILED DESCRIPTION OF SERVICE RENDERED OR PROJECT COMPLETED:

(What Parks gets in consideration of this payment)

Describe below: (Invoice # 1 of 1)

Total Due: \$

Pay use tax: (y/n)

Artist/Vendor/Contractor Signature:

Date:

Invoices must be submitted within 4 weeks of completion of services to _____ at Spokane Parks & Recreation

- Allow 30 days for payment -

For Spokane Arts use only

Project Title

Contract #

Date received

Date approved

Approval Signatures

Project Manager:

Date:

Executive Director:

Date:

8/5/2016

OPR 2016-0319

3/7/16 Final Edit for Park Board Approval

Public Art Call Template

CaFE question: Show name
Riverfront Park Redevelopment

CaFE question: Show e-mail
laura@spokanearts.org

CaFE question: Show phone
509-321-9614

CaFE question: Short description

Spokane Arts, in partnership with the Spokane Parks & Recreation Department ("Department") and Spokane Park Board ("Board," and together with the Department, "Parks") seeks a lead artist to identify art opportunities within the new Riverfront Park Master Plan and to develop site-integrated artwork(s) for the redevelopment of Riverfront Park. The selected artist will work with Parks and their consultants from the early stages of design through the phased construction of the park. The lead artist will:

- (1) In consultation and collaboration with the Open Spaces design firm, develop an art plan for the redeveloped Riverfront Park;
- (2) Identify potential artwork(s) and design enhancements to be integrated during construction of the park to accommodate art works and venues, and,
- (3) Develop a consistent design strategy throughout the project, which could include reproducible or repeating elements and components that contribute to the overall identity of the Riverfront Park such as the Howard Street Promenade with a focus on areas of high volume visitor traffic or unique site-specific acuity. Artists with experience in a master planning process and in both art and design will be well-suited for this project.

The site has vast opportunities for artwork but there are limitations with proximity to the shoreline and pre-existing structures. The application deadline is Monday, April, 2016 at 5:00 p.m., Pacific Standard Time.

CaFE question: Description

INTRODUCTION

Spokane Arts and Parks seek a lead artist to develop artwork and identify further art opportunities for the redevelopment of Riverfront Park. The selected artist will work with Parks, project consultants, and other City departments as appropriate from the early stages of design through the phased construction of Riverfront Park. In particular, the selected artist must work closely with the Open Spaces Design Consultant, and other designated design consultants in developing an art plan and conceptual proposals required under Phases 1 and 2 of the Scope Elements.

BACKGROUND

Riverfront Park is central to the history of Spokane and its park system and is beloved by both citizens and visitors alike. The Riverfront Park is Spokane's number one tourist attraction. While Spokane's park system is funded annually, there have been few significant capital improvements since 1978. In 2014 and with unprecedented support, voters approved a \$64 million bond to improve Riverfront Park.

Riverfront Park is Spokane's urban park and is uniquely situated, spanning the Spokane River and Falls. It presents a deliberate combination of both natural and built environments and allows visitors to traverse the river, exploring its natural wonders and sweeping vistas. It is frequented by all ages and income brackets. Large events such as Hoopfest, Bloomsday and Pig-Out in the Riverfront Park attract thousands of residents and visitors alike into the downtown core.

BRIEF HISTORY

Riverfront Park occupies 100 acres of land and water in the center of downtown Spokane. The Spokane Falls and the surrounding land has long been a gathering place for people. Native Americans gathered and fished at the falls.

In the late 1800s, pioneers settled here and started the city of Spokane. The railroad industry fueled the city's growth and rail yards covered Havermale Island, the present site of Riverfront Park. By 1890, a wide variety of industries crowded the banks of the Spokane River at Post and Howard streets - laundries, iron mills, saw mills, a shingle mill, sash and door factory, lumberyard, grain and flour mills, a brewery, hydropower generation facilities and the City waterworks—along with a log boom, bridges, plank walks, dams, and flues that crisscrossed the riverbank and islands—and that was before the railroads got to the river bank ca. 1902. The riverbank - and what would later become Riverfront Park was a rather busy and cluttered place, not one along which you would want to take a Sunday afternoon stroll.

In 1974, Spokane hosted Exposition '74, "The World's Fair." In preparation for Expo '74, the Spokane River was cleaned up, the rail yards were removed, and the Great Northern Railroad Depot on Havermale Island was demolished. The Clocktower is all that remains of the 1902 depot.

Since Expo '74, there have been various additions and changes to Riverfront Park. While the gondolas, Skyride, and the Clocktower remain from the World's Fair, the Loeff Carrousel was relocated from historic Natatorium Park to the existing beer garden facility in Riverfront Park in 1975, and a separate building was built for the giant screen IMAX theater in 1978. More recently Riverfront Park added the Riverfront Rotary Fountain and Fountain Café to the southern entrance of the Riverfront Park.

After Expo '74, Spokane looked to maintain the festival atmosphere by removing the amphitheater and replacing it with a petting zoo, amusement rides, an ice rink, and a 90-minute theatrical exhibit on the history of Spokane. By the mid-1980s, only the rides, arcade room and ice rink remained. In the late 1980s Mini-Golf was added as an additional attraction. More recently, the former YMCA building was demolished and underlying property restored to its natural state under the Conservation Futures Program.

PROJECT SCOPE

Because there has been no significant investment in the Riverfront Park in 40 years, the park is in need of many routine upgrades and maintenance on critical structures.

The upgrades that this project seeks to achieve are:

- Promenades, Gateways and Public Grounds
- US Pavilion / Shelters / Central Plaza
- Loeff Carrousel Facility
- Year-Round Recreation Rink & Skyride Facility
- North Bank and Regional Playground

As part of the capital improvements, the Board is committed to maintaining and expanding the Riverfront Park's public art collection. Existing artworks will be assessed and scheduled for maintenance and will be reviewed for re-siting and/or deaccessioning as part of this project. Recognizing the intrinsic value in public art and placemaking, the Board will fund no less than \$650,000 for new art and will undergo additional fundraising efforts to supplement the budget for new art within this project.

Anticipated Riverfront Park Project Schedule:

2015-2016	Design team selection and preliminary design work
2016-2017	Preliminary and Final Design
2016-2020	Construction
2020	Project Completion

TERM



AGENDA SHEET FOR PARK BOARD MEETING OF: MARCH 10, 2016

Submitting Division
Parks and Recreation

Contact Person
Berry Ellison

Phone No.
625-6276

DEPARTMENT

- o Finance
- o Operations
- o Recreation/Golf
- X Riverfront Park
- o Parks & Recreation

COMMITTEE

- X Riverfront Park
- o Golf
- o Recreation
- o Land
- o Urban Forestry
- o Finance

RECEIVED

MAR 30 2016

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

0PR 2016-0319

PARKS AND REC DEPT

AGENDA WORDING:

Motion to approve the call with the stated art budget of \$500,000 (Phases 1, 2 and 3), and the procedures set forth therein with subsequent actions to approve each phase/contract.

BACKGROUND:

The total project budget for this call is \$500,000, all-inclusive of travel expenses, taxes and other project costs. Contracting will be done in three phases: (1) \$50,000 for overall park concept design (Phases 1 and 2) and a completed art plan which identifies art opportunities within Riverfront Park and a conceptual proposal for one or more original artworks, including final designs and any necessary engineering for such artwork; (2) \$450,000 (Phase 3) for fabrication and installation of approved artworks. Current Washington state sales/use tax rates apply to all artist contracts issued during the project, regardless of where the artist resides. As of 2/25/2016, the sales/use tax rate for Spokane County is 8.7 percent.

RECOMMENDATION: Approve the call with the stated art budget of \$500,000, (Phases 1, 2 and 3) and the procedures set forth therein with subsequent actions to approve each phase/contract.

Fiscal Impact:

Expenditure: \$500,000
Revenue:
Budget Neutral:

Budget Account:

3346- TBD

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

Requestor - Berry Ellison

Parks Accounting - Nicole Edwards

Legal Department

Director of Parks and Recreation

RECEIVED

APR 01 2016

CITY CLERK'S OFFICE

DISTRIBUTION:

Budget Manager: Tim Dunivant
Parks: Pamela Clarke

Parks: Sari Luciano
Parks: Berry Ellison

Parks: Nicole Edwards

Parks: Berry Ellison
Parks: Katie Freeman

Parks: Lori Harvey
Parks: Accounting

Parks: Jo-Lynn Brown

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

3/10/2016

**CITY OF SPOKANE PARK BOARD
RESOLUTION**

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Dated this 10 day of March, 2016.

A handwritten signature in dark ink, appearing to be "C. H. ...", is written over a horizontal line.

Park Board President

3/7/16 Final Edit for Park Board Approval

Public Art Call Template

CaFE question: Show name
Riverfront Park Redevelopment

CaFE question: Show e-mail
laura@spokanearts.org

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2020	Project Completion

Links:

Riverfront Park Now

<http://riverfrontparknow.com/>

Riverfront Park Master Plan

Berger Partnership presentation

Digital Kitchen Light & Sound Study

<https://ftp.spokanecity.org/?ShareToken=808D96A9FABBD6CA4A94552A5A76DFBBC614D4B1>

Password: Art Reports

SCOPE OF WORK

The lead artist will work with Parks, project design consultants, designated citizen and oversight committees, and Spokane Arts to develop art for Riverfront Park. The artist's approach may include a combination of artwork(s) and design enhancements to be integrated during construction of Riverfront Park, consistent with a previously reviewed and adopted art plan, and incorporating where appropriate previous studies commissioned for the project such as the Riverfront Park Master Plan and the Digital Kitchen Light & Sound Study. The artist will be asked to demonstrate a consistent design strategy throughout the project. The design should consider reproducible or repeating elements, and components that contribute to the overall identity of Riverfront Park, as well as one or more artworks. The artist will work with the Open Spaces design team during the early phases of the project to identify opportunities integrating art and artist-designed elements. Artists with familiarity developing art plans and the master planning process, as well as experience in both art and design will be well suited for this project.

Opportunities for artwork within Riverfront Park are vast but are subject to restrictions with shoreline proximity and existing structures. The final approach and art plan may place heavy emphasis on the Howard Street Promenade, a north-south arterial that spans the rivers and includes two existing bridge structures and spaces for congregation with particular emphasis on the Central Plaza on Havermale Island. Free-standing sculpture may be an appropriate approach for this project given that the artworks consider unique context and site-specificity. All the artwork(s) must be sited within the park, and no new art may be placed in the Spokane River. The selected artist will work with Parks to understand and comply with relevant standards for accessibility and placement of objects in the Riverfront Park environment. Possible art opportunities may include, but are not limited to park furniture and structures, signage, wayfinding elements and freestanding sculpture or other artworks.

Scope Elements & Process Overview

Phase 1. In close consultation with the Open Spaces Design consultant (the Berger Partnership), the selected artist will first develop an art plan and concept design to propose an overall conceptual approach for incorporating art into Riverfront Park. The concept design will include initial ideas for appropriate artwork locations and art strategies.

The amount of \$30,000 will be appropriated for Phase 1 art plan and concept design. The art plan and concept design will be reviewed by the Department staff and the Riverfront Park Public Art Committee (a joint committee of the Park Board and the Arts Commission comprised of 6 members, and hereafter "Joint Art Committee"), and submitted to the Board for review and approval of the art plan and payment of the invoice for Phase 1 services.

Phase 2. The amount of \$20,000 will be appropriated for Phase 2 conceptual proposals, final designs and any necessary engineering. During this Phase, the artist will develop (a) a conceptual proposal for one or more original artworks, and (b) final designs and any necessary engineering for such artwork. The artist will work closely with the Open Spaces design consultant (the Berger Partnership), citizen oversight committees and Spokane Arts to determine which elements may be built as part of the construction project and which will be fabricated and installed by the artist. Final designs and any necessary

engineering will be subject to approval by the Board after review and recommendations by the Joint Art Committee. Upon approval Parks will remit payment to the lead artist.

Phase 3. Upon approval of final artwork designs and construction documents by Parks, the Board will contract with the artist and/or artists for fabrication and installation of recommended and selected artwork. Additional artists may be selected to create artworks for Riverfront Park should funds be available for the project, and these projects will be informed by the larger conceptual framework outlined by the lead artist. Total costs for Phase 3 shall not exceed \$450,000 in park bond dollars.

ELIGIBILITY

This call is open to professional artists residing in the United States. The City of Spokane encourages diversity in its collection. Artists whose work is well-represented in the city's collection are eligible to apply, but the artist selection panel will consider artistic diversity as one factor in the selection process. Students are not eligible to apply.

BUDGET

The total project budget for this call is \$500,000, all-inclusive of travel expenses, taxes and other project costs. Contracting will be done in three phases: (1) \$30,000 for Phase 1 overall park concept design and a completed art plan which identifies art opportunities within Riverfront Park, (2) \$20,000 for Phase 2 conceptual proposals for one or more original artworks, including final designs and any necessary engineering for such artwork, and (3) \$450,000 for fabrication and installation of approved artworks. Current Washington state sales/use tax rates apply to all artist contracts issued during the project, regardless of where the artist resides. As of 2/25/2016, the sales/use tax rate for Spokane County is 8.7 percent.

APPLICATION DEADLINE

April , 2016 at 5pm Pacific Standard Time

APPLICATION REQUIREMENTS

Applications must include:

- Sixteen (16) artwork images.
- Letter of interest (not to exceed 2,000 characters)
- Resume
- Image Identification List
- References
- Other questions as specified

SELECTION CRITERIA

The artist will be selected on the basis of the following criteria:

- Quality of concept, design and craftsmanship of past works, with emphasis on artworks that enhance the utilization of shared public spaces.
- The ability to produce durable outdoor art.
- A proven ability to collaborate in design teams, with design professionals and with community stakeholders.
- Demonstrated ability to complete projects on time and within budget, based on portfolio and provided and/or solicited references.

SELECTION PROCESS

The selection will take place in two parts. During the first round of the selection process, the Joint Art Committee will review the applicants' images, qualifications and other materials. The committee members will identify up to four finalists to interview at a second panel meeting two to three weeks later. The panel will select one artist to be recommended for award of the commission, which recommendation will be forwarded to the citizen Design Review Committee for feedback and to the Board for approval. All contracts for services will be between the selected artist and Parks, and binding only when approved by the Board. Services provided by the selected artist will be monitored and reviewed by Spokane Arts staff and the Joint Art Committee, all resulting designs, plans and recommendations subject to Board approval.

NOTIFICATION OF RESULTS

Applicants will be notified of the panel's decision by e-mail in late-April 2016. Parks and Spokane Arts reserves the right not to select any of the applicants.

WE'RE HERE TO HELP

Please contact Laura Becker, Executive Director of Spokane Arts, at laura@spokanearts.org or (509) 321-9614.

For assistance with the CaFE online application process, contact CaFE tech support at (888) 562-7232 or cafe@westaf.org, Monday-Friday, 7:30 a.m. to 4:00 p.m. Pacific Standard Time.

CaFE question: Mailing address

Do you have required or optional work samples for applicants to **hand-deliver/mail in**? NO

CaFE question: Accept applications

TBD

CaFE question: Applications deadline

When does the call close? April , 2016

CaFE question: Jury end

When do you plan to announce selected artists/send rejection letters? May 2016

CaFE question: # of images

16

CaFE question: Image/Site plan

Do you have an image or site plan to add? Yes

CaFE question: Application custom questions

1. Letter of Interest. Please provide a statement describing your interest in this project. (2,000 character limit.)
2. Resume. Copy and paste your resume into this space. Remove formatting from your resume; this space will only recognize plain text.
3. Image Identification List. Please include: artwork title, year installed, media, dimensions, commission amount and description (500 characters or less per image). Change this text as needed (e.g. add "price," etc...)
4. References. Please provide us with names, addresses, phone numbers and email addresses for at least three references who can speak to the quality of your artwork and ability to work with a variety of people.
5. (Optional question) Place of residence? Place of studio residence?

Final Edit for Park Board Approval – 02/26/2016

Public Art Call Template

Cafe question: Show name
Riverfront Park Redevelopment

Cafe question: Show e-mail
laura@spokanearts.org

Cafe question: Show phone
509-321-9614

Cafe question: Short description

Spokane Arts, in partnership with the Spokane Board & Recreation ("Department") and Spokane Park Board ("Board," and together with the Department, "Parks") seeks a lead artist to identify art opportunities within the new Riverfront Park Master Plan and to develop site-integrated artwork(s) for the redevelopment of Riverfront Park. The selected artist will work with Parks and their consultants from the early stages of design through the phased construction of the park. The lead artist will:

- (1) In consultation and collaboration with the Open Spaces design firm, develop an art plan for the redeveloped Riverfront Park;
- (2) Identify potential artwork(s) and design enhancements to be integrated during construction of the park to accommodate art works and venues, and,
- (3) Develop a consistent design strategy throughout the project, which could include reproducible or repeating elements and components that contribute to the overall identity of the Riverfront Park such as the Howard Street Promenade with a focus on areas of high volume visitor traffic or unique site-specific acuity. Artists with experience in a master planning process and in both art and design will be well-suited for this project.

The site has vast opportunities for artwork but there are limitations with proximity to the shoreline and pre-existing structures. The application deadline is Monday, April 11, 2016 at 5:00 p.m., Pacific Standard Time.

Cafe question: Description

INTRODUCTION

Spokane Arts and Board seek a lead artist to develop artwork and identify further art opportunities for the redevelopment of Riverfront Park. The selected artist will work with Parks, project consultants, and other City departments as appropriate from the early stages of design through the phased construction of Riverfront Park. In particular, the selected artist must work closely with the Open Spaces Design Consultant, the Berger Partnership, in developing an art plan and conceptual proposals required under Phases 1 and 2 of the Scope Elements.

BACKGROUND

Riverfront Park is central to the history of Spokane and its park system and is beloved by both citizens and visitors alike. The Riverfront Park is Spokane's number one tourist attraction. While Spokane's park system is funded annually, there have been few significant capital improvements since 1978. In 2014 and with unprecedented support, voters approved a \$64 million bond to improve Riverfront Park.

Riverfront Park is Spokane's urban park and is uniquely situated, spanning the Spokane River and Falls. It presents a deliberate combination of both natural and built environments and allows visitors to traverse the river, exploring its natural wonders and sweeping vistas. It is frequented by all ages and income brackets. Large events such as Hoopfest, Bloomsday and Pig-Out in the Riverfront Park attract thousands of residents and visitors alike into the downtown core.

BRIEF HISTORY

Riverfront Park occupies 100 acres of land and water in the center of downtown Spokane. The Spokane Falls and the surrounding land has long been a gathering place for people. Native Americans gathered and fished at the falls.

In the late 1800s, pioneers settled here and started the city of Spokane. The railroad industry fueled the city's growth and rail yards covered Havermale Island, the present site of Riverfront Park. By 1890, a wide variety of industries crowded the banks of the Spokane River at Post and Howard streets - laundries, iron mills, saw mills, a shingle mill, sash and door factory, lumberyard, grain and flour mills, a brewery, hydropower generation facilities and the City waterworks—along with a log boom, bridges, plank walks, dams, and flues that crisscrossed the riverbank and islands—and that was before the railroads got to the river bank ca. 1902. The riverbank - and what would later become Riverfront Park was a rather busy and cluttered place, not one along which you would want to take a Sunday afternoon stroll.

In 1974, Spokane hosted Exposition '74, "The World's Fair." In preparation for Expo '74, the Spokane River was cleaned up, the rail yards were removed, and the Great Northern Railroad Depot on Havermale Island was demolished. The Clocktower is all that remains of the 1902 depot.

Since Expo '74, there have been various additions and changes to Riverfront Park. While the gondolas or Skyride, and the Clocktower remain from Expo, the Loeff Carrousel was relocated from historic Natatorium Park to the existing beer garden facility in Riverfront Park in 1975, and a separate building was built for the giant screen IMAX theater in 1978. More recently Riverfront Park added the Riverfront Rotary Fountain and Fountain Café to the southern entrance of the Riverfront Park.

After EXPO '74, Spokane looked to maintain the festival atmosphere by removing the amphitheater and replacing it with a petting zoo, amusement rides, an ice rink, and a 90-minute theatrical exhibit on the history of Spokane. By the mid-1980s, only the rides, arcade room and ice rink remained. In the late 1980s Mini-Golf was added as an additional attraction.

PROJECT SCOPE

Because there has been no significant investment in the Riverfront Park in 40 years, the park is in need of many routine upgrades and maintenance on critical structures.

The upgrades that this project seeks to achieve are:

- Public Spaces and Park Grounds
- US Pavilion / Event Center
- Loeff Carrousel Facility
- Year-Round Recreation Rink & Skyride Facility
- Regional Playground

As part of the capital improvements, the Spokane Park Board is committed to maintaining and expanding the Riverfront Park's public art collection. Existing artworks will be assessed and scheduled for maintenance and will be reviewed for re-siting and/or deaccessioning as part of this project. Recognizing the intrinsic value in public art and placemaking, the Board will fund no less than \$650,000 for new art and will undergo additional fundraising efforts to supplement the budget for new art within this project.

Anticipated Riverfront Park Project Schedule:

2015-2016	Design team selection and preliminary design work
2016-2017	Preliminary and Final Design
2016-2020	Construction
2020	Project Completion

Links:

Riverfront Park Now

<http://riverfrontparknow.com/>

Riverfront Park Master Plan

Berger Partnership presentation

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Cafe question: Mailing address

Do you have required or optional work samples for applicants to **hand-deliver/mail in**? NO

Cafe question: Accept applications

TBD

Cafe question: Applications deadline

When does the call close? April 11, 2016

Cafe question: Jury end

When do you plan to announce selected artists/send rejection letters? End of April 2016

Cafe question: # of images

16

Cafe question: Image/Site plan

Do you have an image or site plan to add? Yes

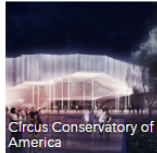
Cafe question: Application custom questions

1. Letter of Interest. Please provide a statement describing your interest in this project. (2,000 character limit.)
2. Resume. Copy and paste your resume into this space. Remove formatting from your resume; this space will only recognize plain text.
3. Image Identification List. Please include: artwork title, year installed, media, dimensions, commission amount and description (500 characters or less per image). Change this text as needed (e.g. add "price," etc...)
4. References. Please provide us with names, addresses, phone numbers and email addresses for at least three references who can speak to the quality of your artwork and ability to work with a variety of people.
5. (Optional question) Place of residence? Place of studio residence?

Sort Projects by: Type Name Year



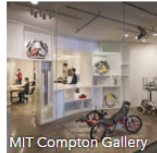
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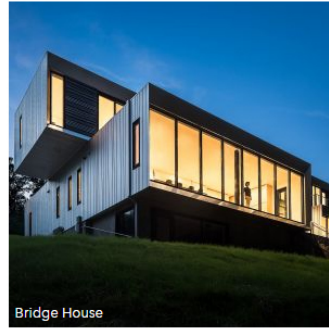
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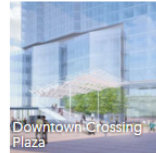
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Korea Kiosk



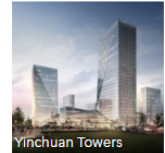
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Downtown Crossing Plaza



Audi Urban Future Initiative Interactive Table



Yinchuan Towers



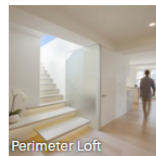
Swing Time



Collier Memorial



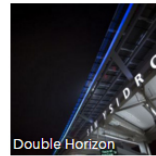
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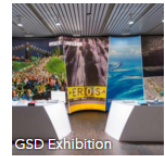
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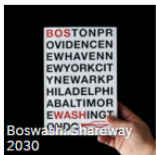
11th Street Bridge



Double Horizon



GSD Exhibition



Boswashow 2030



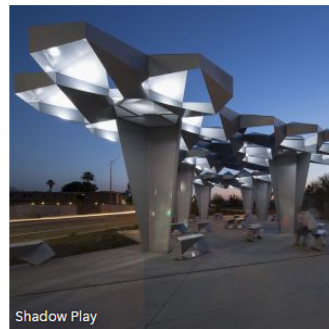
Shareway 2030



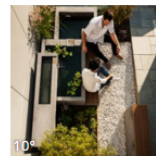
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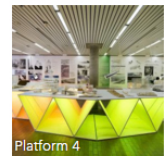
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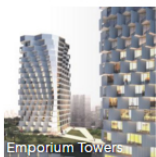
Shadow Play



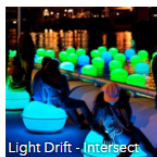
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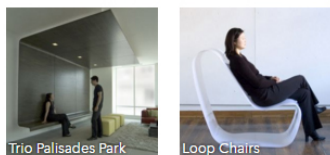
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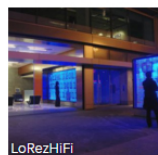
Emporium Towers



Light Drift - Intersect



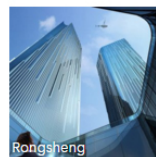
Trio Palisades Park



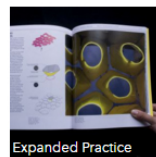
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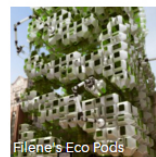
WHITE NOISE WHITE LIGHT



Rongsheng



Expanded Practice



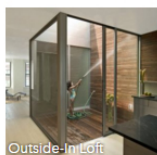
Flene's Eco Pods



Lab of the Future



Cliff Street House



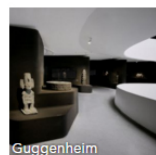
Outside-In Loft



Loop Chairs



Mobius Press



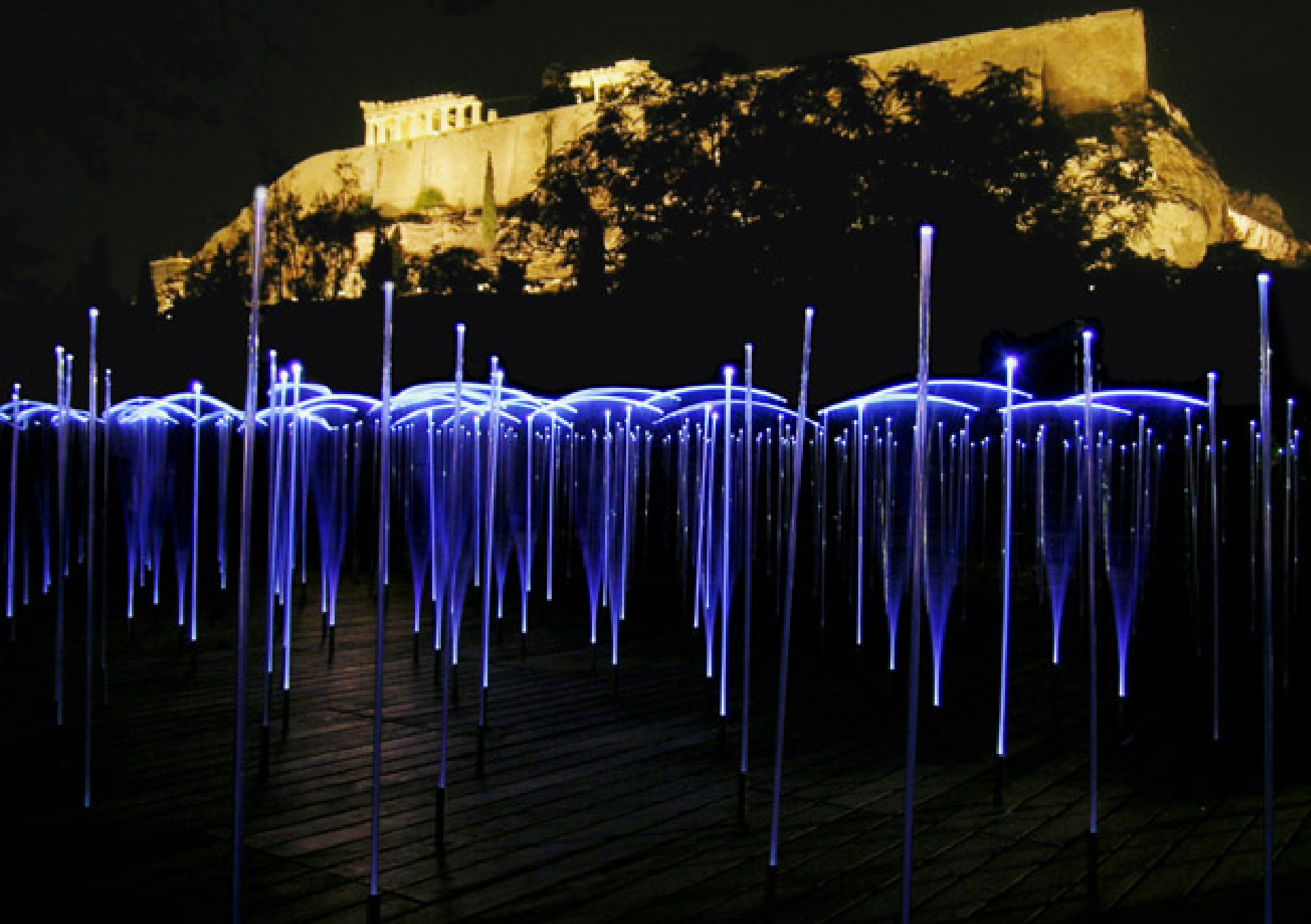
Guggenheim

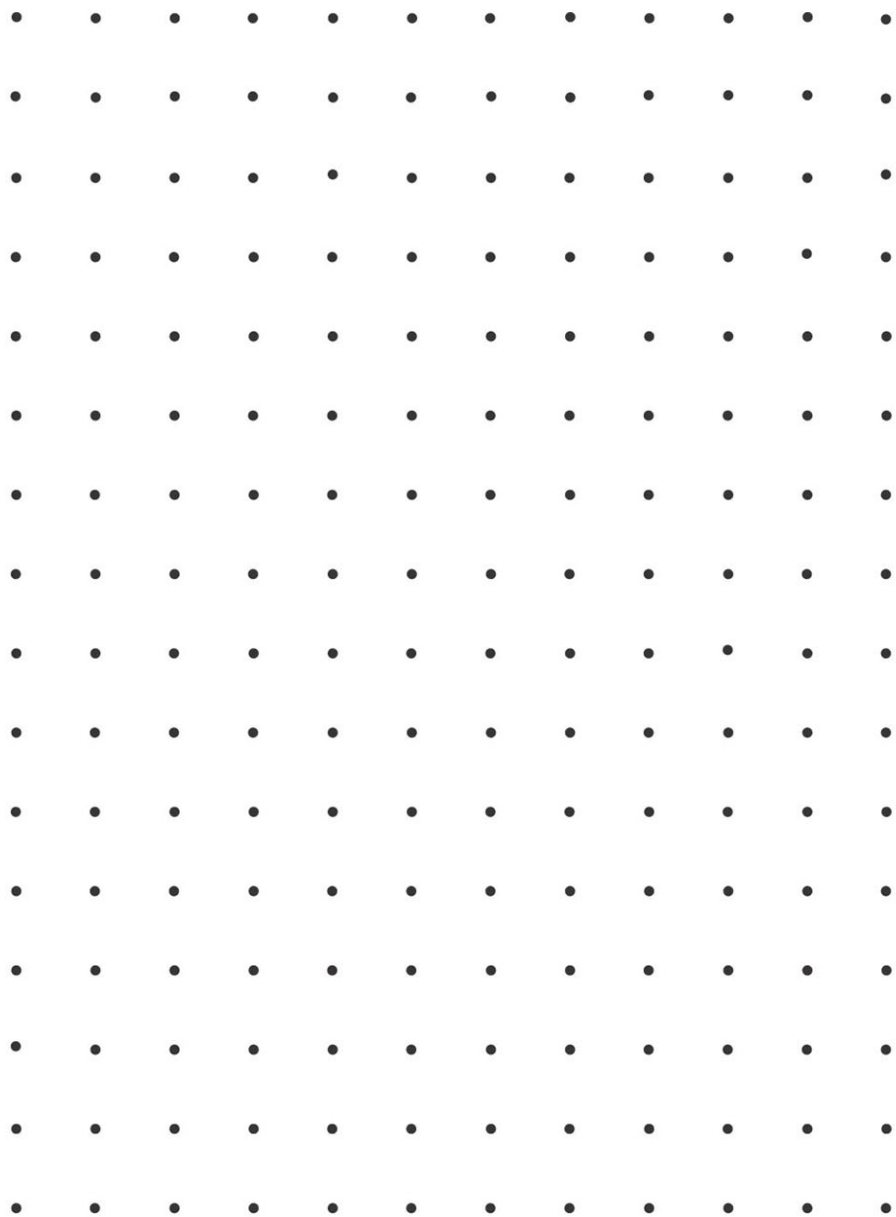


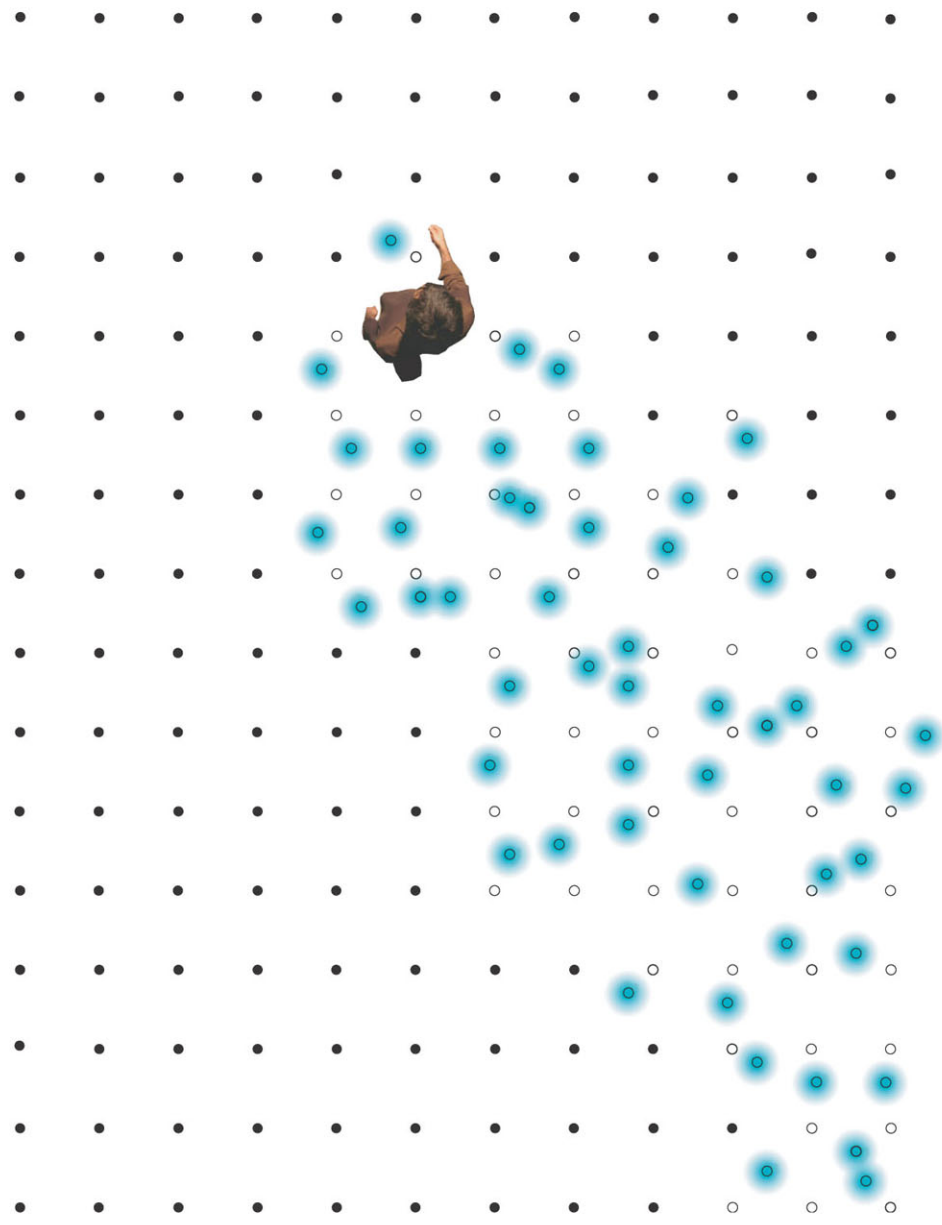
Absence



Defensible Dress





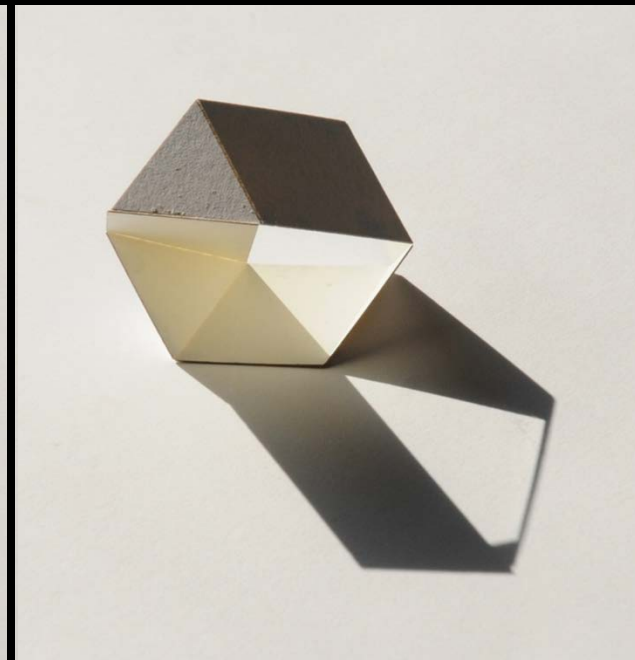
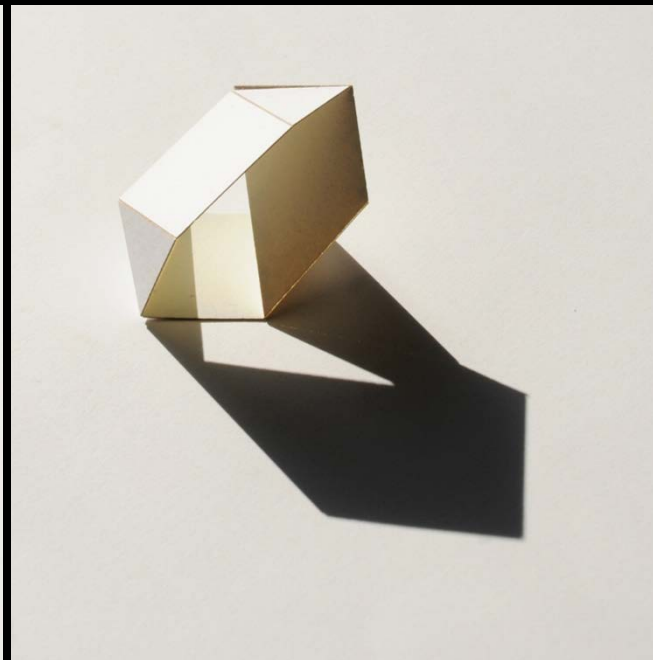




WHITE NOISE WHITE LIGHT, ATHENS GREECE 2004



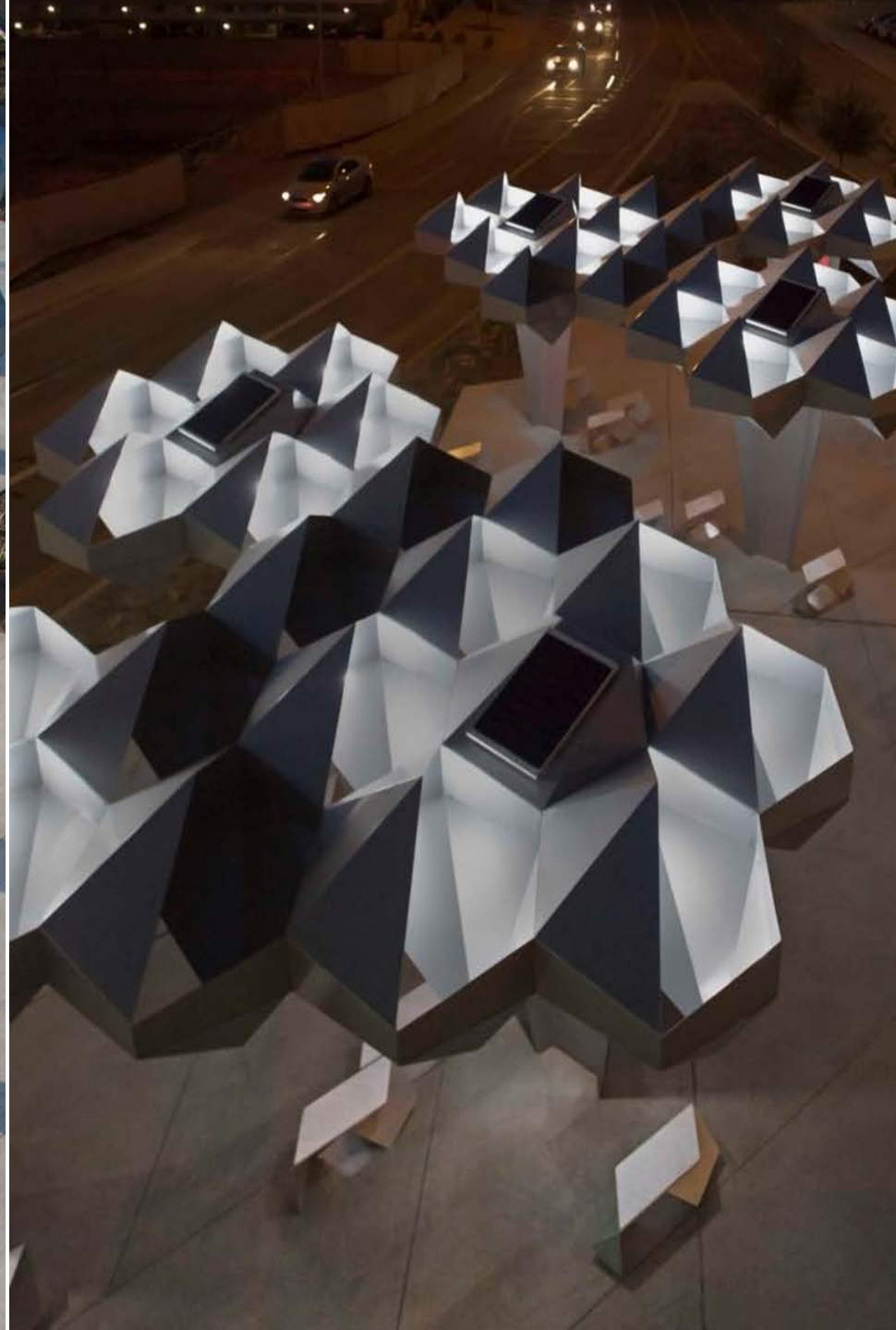






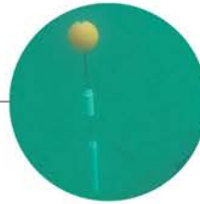
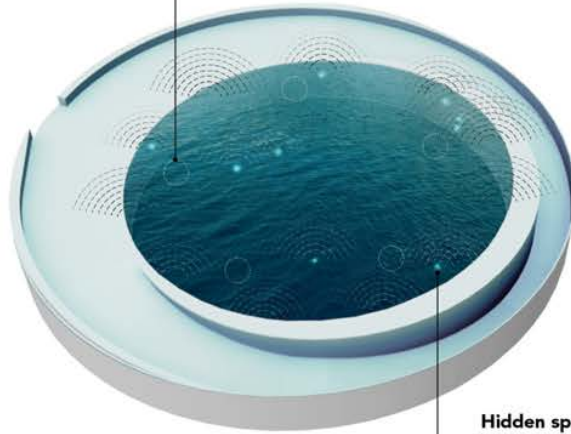


Shadow Play | Phoenix, AZ | 2015





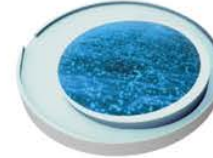




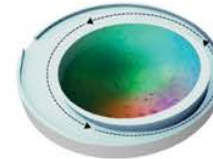
Underwater recorders can be easily deployed via buoys and anchored. These recorders are engineered to capture both marine animal sounds and water noise for scientific study. When paired with above water, close-proximity speakers, visitors are provided an underwater experience.



WATER CLEANING S
Native riverbed plant
the water from chemi



**BIOLUMINESCENCE
POLLUTION INDICATOR**
Glowing algae indicate
pollution levels in rears



FISH COMMUNICAT
Interactive lighting re
what is below



INVISIBLE AUDIO PL
Sound from underwater
broadcasted at eye le
Occupant voice is rei
by water and played
different part of ring.

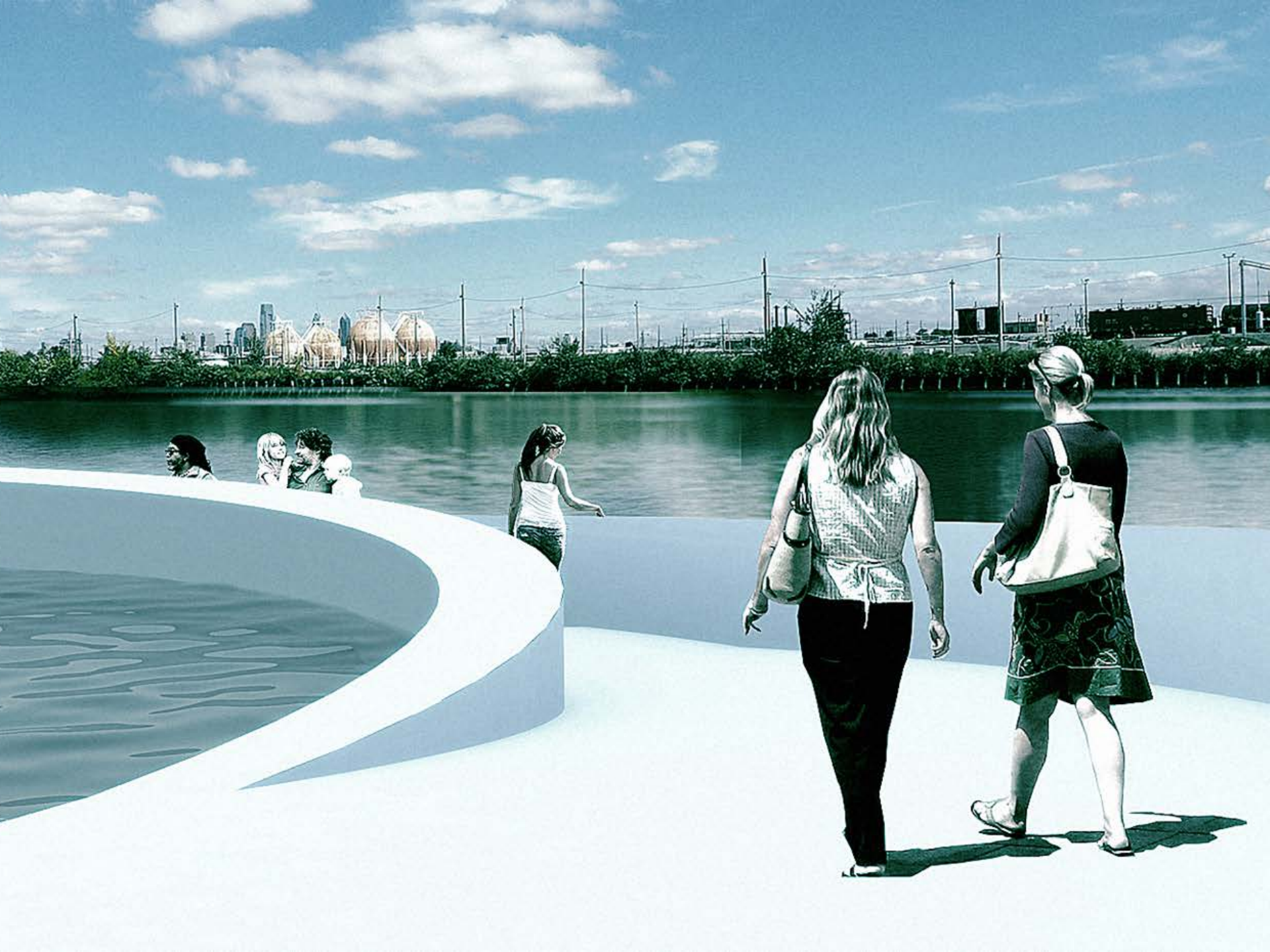


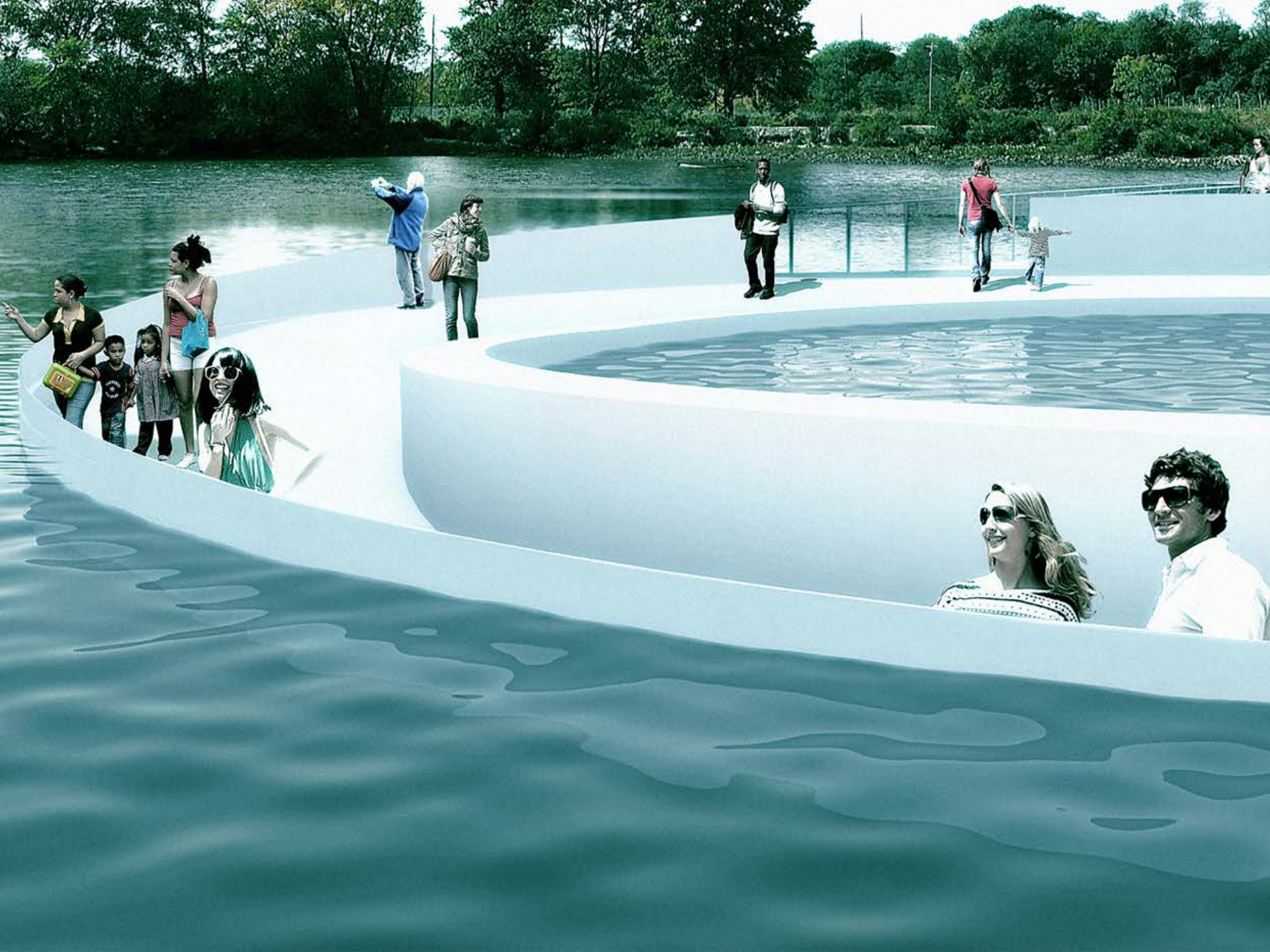
ICE RINK
Water within the ring is ideal freezing for winter.

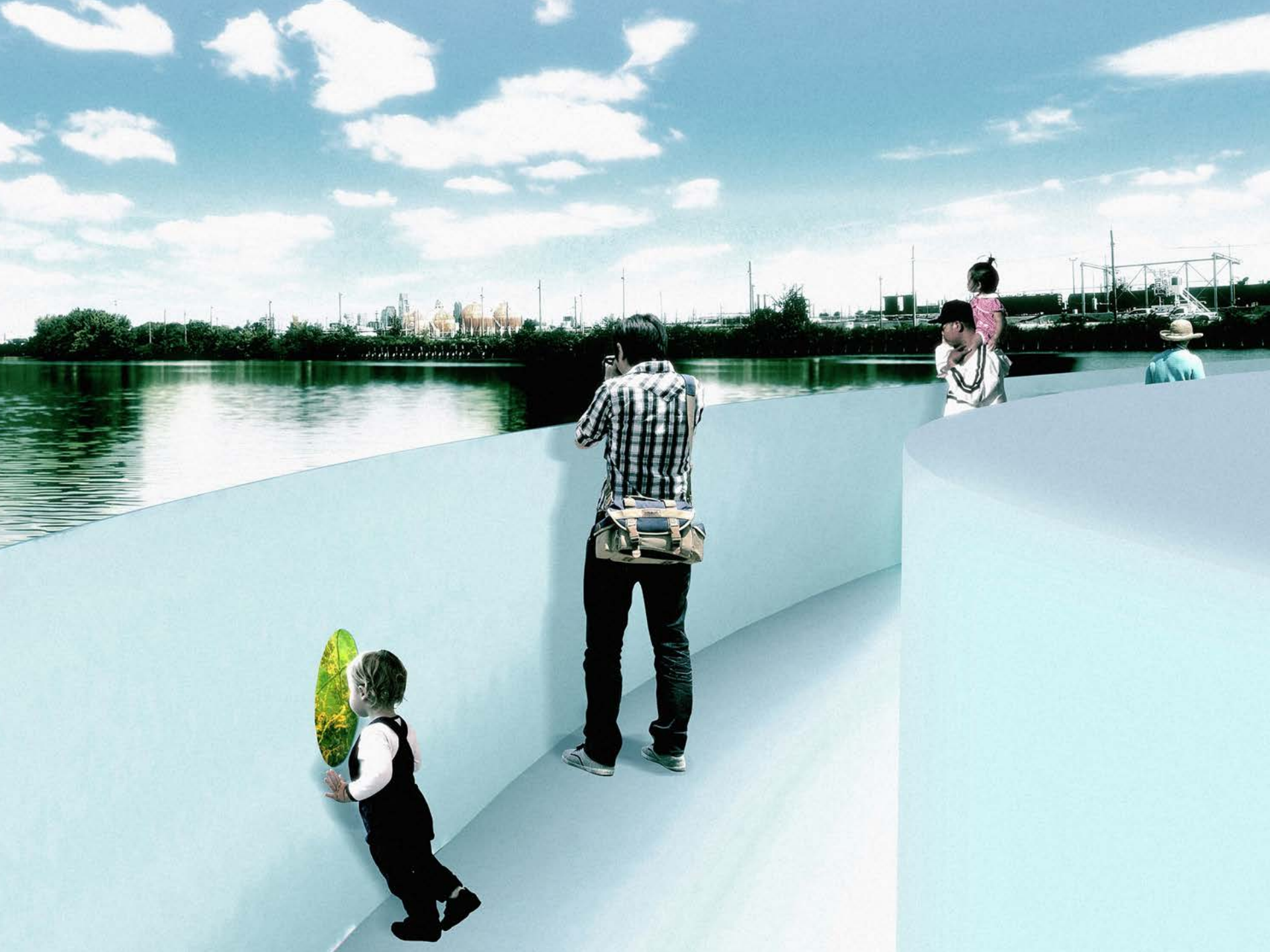


OUTDOOR CLASSRC
Customizable inner pool
water-level space for
learning environments





















MEXICO

U.S.





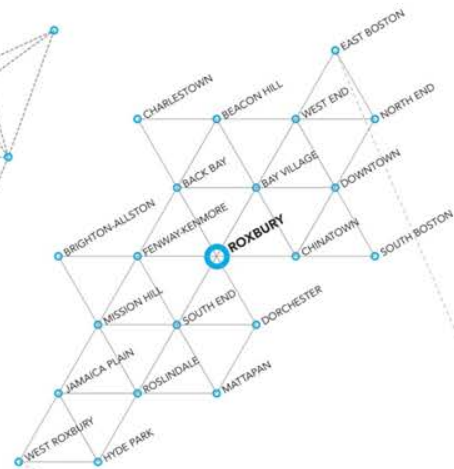
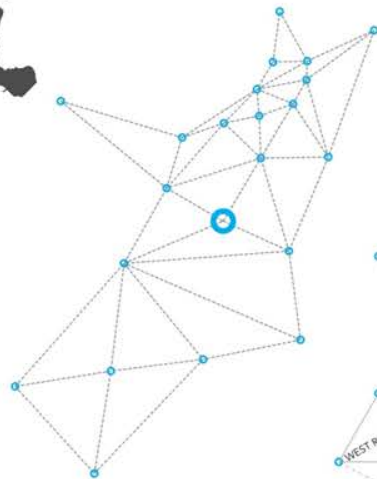
PORT OF ENTRY

SOLO SENTRI

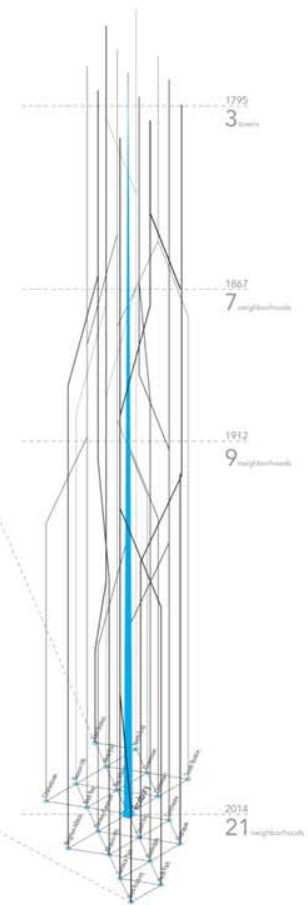




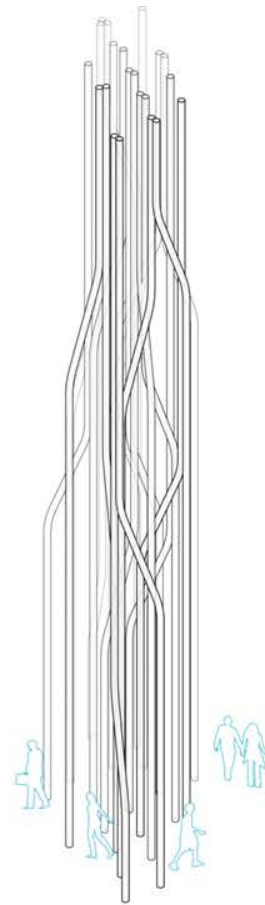
CITY OF BOSTON



BOSTON NEIGHBORHOODS



NEIGHBORHOODS OVER TIME



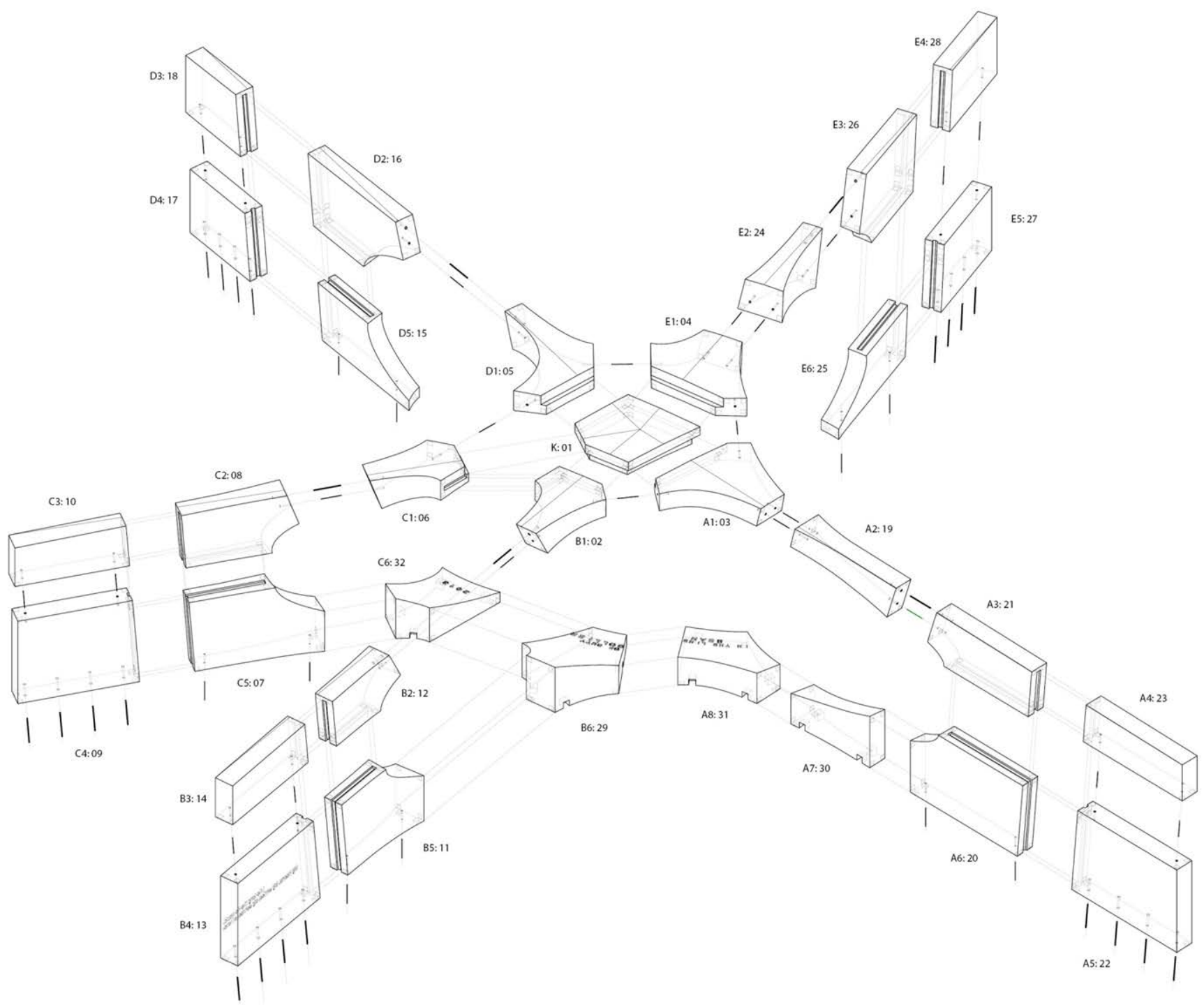






























Hill International

Hill International, Inc.

Lincoln Plaza
818 West Riverside Ave, Suite 350
Spokane, WA 99201
Tel: 509-747-8031
Fax: 509-747-8037
www.hillintl.com

July 28, 2016

Mr. Berry Ellison PLA
Riverfront Park Redevelopment
Program Manager
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd.
Spokane, WA 99201

Subject: Riverfront Park - Construction Management Proposal

Ref: HSSC Bridge and the Recreational Rink & Skyride Facility

Dear Mr. Ellison:

Hill International Inc., (Hill) is pleased to present the following proposal to provide construction management services to the Parks and Recreation Department for the City of Spokane – Howard Street South Channel (HSSC) Bridge Project. The components of our proposal include the following:

- Lorraine Mead, PE will be the Project /Construction Manager for the HSSC Bridge. In the event of additional technical need, they will have the full complement of the Spokane office to support her effort.
- The approximately timeframe for the HSSC Bridge project will be August 2016 through October 2017. Lorraine will provide approximately 16 hours per week for the duration of the construction period and assist with project closeout. This includes 12 hours per month for the anticipated two month winter shutdown.
- This equals two days a week for about fourteen months and three hours per week for the winter shutdown – which comes to a Not to Exceed amount of \$114,700.00.
- Scope of Services to be provided – See Attachment A

If you have any questions or need any additional information, please contact me at (425) 999-0953 or contact Matt Walker at (509) 747-8031. We look forward to continuing our work with you and the rest of the outstanding team of Spokane Parks and Recreation.

Very truly yours,
Hill International, Inc.



Gregory C. Heinz
Vice President

Cc M Walker, Hill
 L Mead, Hill
 T Rasmussen, Hill
 R Mills, Hill



CITY OF SPOKANE PARKS DEPARTMENT
Construction Management Agreement

ATTACHMENT A – SCOPE OF SERVICES

The purpose of this document is to define the services to be provided for the construction management support for these two projects.

PROPOSED SERVICES TO BE PROVIDED:

Construction Management

Howard Street South Channel Bridge

1. Manage, coordinate, and document weekly progress meetings.
2. Coordinate with CH2M Inspector and Engineering Team.
3. Coordinate with RFP Personnel, PMO, CH2M, Avista and Contractor.
4. Take Existing Conditions Photos, and a weekly basis take progress photographs and collect with Inspector's photos.
5. Develop and maintain required construction logs.
6. Review the Contractor(s) baseline and monthly update schedules in conjunction with the Engineer and provide written comments related to same to the project team.
7. Review and recommend payment of contractor applications for payment in conjunction with the Engineer.
8. Review potential change order (PCO) requests from the Contractor and determinations by the Engineer.
9. Review change orders to determine the appropriateness of Contractor requested cost. Provide change order cost negotiations and produce Change Orders.
10. Review Requests for Information (RFI's) from the Contractor and expedite responses from the Engineer.
11. Coordinate special inspection between the Contractor(s) and the City's special inspection consultant and the City's environmental consultant.

12. Manage files and flow of Request for Information (RFI), submittals, daily work logs, all construction correspondence, etc. from contractors and A/E Consultants to assure that City Departments are responsive throughout construction.

Closeout management

1. Coordinate Building occupancy and Project Completion.
2. Coordinate District maintenance personnel training.
3. Coordinate the warranty program and counsel District personnel in maintenance of the program.
4. Expedite O&M manual and as-built document submission by the Contractor and review and approval by the Architect.
5. Develop a building occupancy schedule and obtain Contractor and Architect comments related to same.
6. Overview the completion requirements phase for each project

ADDITIONAL SERVICES (Not included in Hill's original fee proposal)

- ☐ As requested.

Project Manager:	Matt Walker
Budget:	114,700.00
Cost to Date	-
Balance:	114,700.00
Mgt Reserve:	0.30

PWA-020XX.XX - RIVERFRONT PARK BOND CM SUPPORT SERVICES



Hill International

PHASE OF WORK		DESIGN + BIDDING								Constructuion																	
Ice Facility / Ribbon			30% Plans		90% Plans			Bid Set		Construction of Ice Facility/Ribbon												Phase II Const					
Howard Street Bridge South		30% Plans	60% Plans		90% Plans			Bid Set		Construction of the HSSC Bridge																	
DURATION				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
WORK DAYS/MO		22	20	21	23	21	21	22	20	23	21	21	20	21	21	20	23	20	22	22	20	23	20	22	20	20	
WORK HRS/MO		176	160	168	184	168	168	176	160	184	168	168	160	168	168	160	184	160	176	176	160	184	160	176	160	160	
MONTH		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Totals
BUDGET/MO										8810	7970	7970	7510	7970	1576	1571	8915	7731	8442	8442	7731	8915	7731	8678	4738	114,700	
CUMULATIVE		-	-	-						8,810	16,780	24,750	32,260	40,230	41,806	43,377	52,293	60,023	68,465	76,906	84,637	93,553	101,283	109,962	114,700		
ACTUAL COST																										0.00	
CUM COST		-	-	-	-	-	-	-	-	8,810	16,780	24,750	32,260	40,230	41,806	43,377	52,293	60,023	68,465	76,906	84,637	93,553	101,283	109,962	114,700		
VARIANCE																											
CUM VAR																											
EAC		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,700
MGT RESERVE																										36	
% SPENT										8%	15%	22%	28%	35%	36%	38%	46%	52%	60%	67%	74%	82%	88%	96%	100%	0%	
PLAN > ACTUAL COST		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,699.70
LABOR COST		-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,700
REIMBURSABLES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RESOURCE	COST	-	-	-	-	-	-	-	-	8,810	7,970	7,970	7,510	7,970	1,576	1,571	8,915	7,731	8,442	8,442	7,731	8,915	7,731	8,678	4,738	-	114,699.70
HEINZ	PIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MCCORD	CM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MEAD L	PM	-	-	-	-	-	-	-	-	8,510	7,820	7,820	7,360	7,820	1,421	1,421	8,765	7,581	8,292	8,292	7,581	8,765	7,581	8,528	4,738	-	112,295
MEAD T	PM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MILLS R	PCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RASMUSSEN T	DC	-	-	-	-	-	-	-	-	300	150	150	150	150	155	150	150	150	150	150	150	150	150	150	-	-	2,405
SMITH T	CM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
WALKER M	PM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RESOURCE	HOURS	-	-	-	-	-	-	-	-	78.00	70.00	70.00	66.00	70.00	14.00	14.00	76.00	66.00	72.00	72.00	66.00	76.00	66.00	74.00	40.00	-	990
HEINZ	PIC																									-	
MCCORD	CM								-																	-	
MEAD L	PM									74	68	68	64	68	12	12	74	64	70	70	64	74	64	72	40	958	
MEAD T	PM																									-	
MILLS R	PCE																									-	
RASMUSSEN T	DC									4	2	2	2	2	2	2	2	2	2	2	2	2	2	2		32	
SMITH T	CM																									-	
WALKER M	PM																									-	
REIMBURSABLE EXPENSES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subconsultants:		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Susan Nichols																										-	
Rate																										-	
Travel Expenses																										-	
Subconsultant																										-	
Other Reimburables:		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mileage																										-	
Parking																										-	
Postage / Other / Cell Phone																										-	
Hill Markup @10% ODC's		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

RATE SCHEDULE: ~3% escalation									
RESOURCE	ROLE	2015	2016	2017					
HEINZ	PIC		140.00	144.20					
MCCORD	CM		110.00	113.30					
MEAD L	PM		115.00	118.45					
MEAD T	PM		125.00	128.75					
MILLS R	PCE		85.00	87.55					
RASMUSSEN T	DC		75.00	77.25					
SMITH T	CM		110.00	113.30					
WALKER M	PM		130.00	133.90					

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

NAME OF CONTRACTOR: Morrison Construction Management

PROJECT TITLE: Project Management Services

CITY CLERK CONTRACT NUMBER: OPR 2016-0079

=====

DESCRIPTION OF CHANGE:

AMOUNT: \$4,800.00

Additional Project Management 10% contract extension

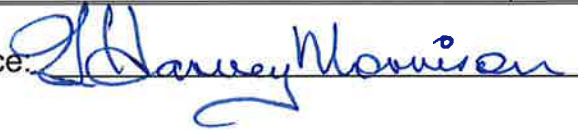
=====

TOTAL AMOUNT: \$4,800.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$48,000.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0.00
CURRENT CONTRACT AMOUNT	\$48,000.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$4,800.00
REVISED CONTRACT SUM	\$52,800.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2016
CURRENT COMPLETION DATE	12/31/2016
REVISED COMPLETION DATE	12/31/2016

Contractor's Acceptance: _____



Date: _____

8/3/16

City Approval: _____

Date: _____

Attest: _____

City Clerk

Pre-Approved as to form: Hunt M. Whaley, Assistant City Attorney

To: Spokane Park Board Members

From: Hal McGlathery, SAFER (Save Affordable Family Entertainment in RFP)

August 11, 2016

Re: 2014 Master Plan Amusement Rides Accounting Discrepancies

SAFER has been chartered as a non-profit corporation with the State of Washington for the sole purpose of helping Riverfront Park consumers share their concerns about your Master Plan and their hopes that you reconsider your decision to eliminate the Rides from the Park.

The Master Plan has inadvertently led to overlooking RFP consumers. For the complex \$64.3 million Redevelopment, you sought input from the public. However, there was no venue in which your Master Plan Advisory Committee and you explored the consequences of eliminating the Rides, IMAX, Season Passes.

In spite of the good media coverage of the planned Redevelopment of RFP, the vast majority of RFP visitors (I have spoken to) during 11 days in the Park since July 23, 2016, have not been aware that the rides were scheduled for elimination. Their immediate response has been: WHY?

When I review the Master Plan's logic for elimination of the RIDES, it refers to erroneous financial figures of the Rides in 2010, 2011 and 2012. The accounting of Expenditures in the Master Plan show an average of (\$78,333) net loss in 2010, 2011 and 2012; while the Public Records of City Accounting figures show an average revenue of \$102,977 positive net revenue.

The summary of the Master Plan's assessment of the future of the RIDES states, **"Based on the aging infrastructure of the amusement park rides, cost to upgrade and recent revenue declines, the Master Plan recommends removing the rides from Riverfront Park.**

I can tell you that the children enjoying your rides believe they are new and exciting. If you had time to visit the rides area you would better understand

that these rides still are new and exciting to today's children, and very important to your Riverfront Park consumer families.

Today's RFP consumers are puzzled by your decision regarding both the rides the IMAX and the Season Passes. They don't understand why during the 25th Anniversary of the Season Pass program, you don't see the value that they have brought to the Park every year since 1991.

The attached Table: compares the accounting figures of three years (2010, 2011 and 2012) as posted in the RIVERFRONT MASTER PLAN 2014 on the Department web site against the official City accounting figures provided by the City Clerk's office through a Public Records request.

Had the same accounting formulas applied in the Riverfront Master Plan 2014 for the Rides been applied to the Carrousel and the Skyride, it's likely they would have appeared to have negative net revenues too, but likely would not have been slated for closure.

So why shouldn't you reconsider your decision to eliminate the Rides from Riverfront Park and eliminate the Season Pass program after 25 years of "traffic-building" and serving as Riverfront Park's "ambassadors?"

- Rebranding of Theater will require additional marketing funds
- No designated staff as FTE theater manager
- National Geographic asks for 5-year commitment and requires a DCI Compliant Digital System

Based on the substantial revenue losses for the IMAX Theatre in recent years along with the updated proforma scenario for the Theater from Blaze Digital Cinema Works (see Appendix), the Master Plan recommends closing the IMAX Theatre.

6.2 Amusement Park Rides

The amusement parks rides were first installed at Riverfront Park in 1978. In 2008, the rides were appraised at \$350,000. Many of the rides are showing their age both physically and in popularity. Rides such as the Spincycle, a giant Ferris Wheel, Tremors Rollercoaster and the Panic Plunge, that appeal to a older youth age group are not represented at Riverfront.

The rides attract primarily families with children under 12 and tourists. Adjacent parking is limited.

Annual Attendance & Income:

	2010	2011	2012
Attendance	388,924	405,044	405,316
Revenue	\$504,100	\$568,500	\$505,500
Expenditures	\$546,900	\$602,400	\$663,800
Net Revenue	(\$42,800)	(\$33,900)	(\$158,300)

Opportunities:

- Work with outside operator to lease space on North Bank to run a more upgraded amusement park facility
- Focus on one high profile ride, such as the newly opened "Seattle Great Wheel"
- Sell existing equipment for revenue
- Upgrade existing Clock Tower or Pavilion to include an observation deck.

Threats: Hard to find a private group to run smaller scale amusement park. Value of rides will be declining more quickly in coming years due to age of equipment.

Based on the aging infrastructure of the amusement park rides, cost to upgrade and recent revenue declines, the Master Plan recommends removing the rides from Riverfront Park. The Rides will continue to operate in the interim and during Park construction. Park staff and event planners are encouraged to plan for a "Festival Week" whereby private ride operators could come into the Park annually to host a temporary amusement park.

	2014 RIVERFRONT PARK MASTER PLAN FINANCIAL DISCREPANCIES							
	IN RIDES INCOME, EXPENDITURES AND NET REVENUE							
		Page 90 of 2014 Master Plan						
			2010		2011		2012	3 YEAR AVERAGE
	REVENUE		\$504,100		\$568,500		\$505,500	\$526,033
	EXPEND.		\$546,900		\$602,400		\$663,800	\$604,367
	NET REVENUE		(\$42,800)		(\$33,900)		(\$158,300)	(\$78,333)
	PUBLIC RECORDS CITY ACCOUNTING RIDES INCOME, EXPENDITURES AND NET REVENUE							
			2010		2011		2012	3 YEAR AVERAGE
	REVENUE		\$504,125		\$568,454		\$505,546	\$526,042
	EXPEND.		\$395,333		\$409,669		\$464,191	\$423,064
	NET REVENUE		\$108,792		\$158,785		\$41,355	\$102,977
	NET RIDES INCOME, EXPENDITURES AND NET REVENUE DIFFERENTIALS							
			2010		2011		2012	3 YEAR AVERAGE
	MP Revenue		\$504,100		\$568,500		\$505,500	\$526,033
	PR Revenue		\$504,125		\$568,454		\$505,546	\$526,042
	Differential		Equal		Equal		Equal	Equal
	MP Expenditure		\$546,900		\$602,400		\$663,800	\$604,367
	PR Expenditure		\$395,333		\$409,669		\$464,191	\$423,064
	Differential		\$151,567		\$192,731		\$199,609	\$181,302
	MP Net Revenue		(\$42,800)		(\$33,900)		(\$158,300)	(\$78,333)
	PR Net Revenue		\$108,792		\$158,785		\$41,355	\$102,977
	Differential		\$151,592		\$192,685		\$199,655	\$181,311
	PUBLIC RECORDS CITY ACCOUNTING RIDES NET REVENUE							
			2013		2014			2006-2014 (Ave.)
	PR NET REVENUE		\$115,438		\$142,700			\$122,797