



Spokane Park Board

3:30 p.m. Aug. 8, 2019

City Council Chambers, lower level City Hall
808 W. Spokane Falls Blvd., Spokane, Washington

Park Board Members:

- X Nick Sumner – President
- X Jennifer Ogden – Vice President
- X Garrett Jones – Secretary
- X Ted McGregor
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Jamie SiJohn
- X Bob Anderson
- X Barb Richey
- X Mike Fagan – Council Liaison

Parks Staff:

Jason Conley
Mark Buening
Nick Hamad
Al Vorderbrueggen
Jennifer Papich
Angel Spell
Jonathan Moog
Berry Ellison
Josh Morrissey
Steve Conner
Angel Spell
Amy Lindsey
Ryan Griffith
Josh Oakes
Pamela Clarke

Guests:

Peg Currie
Kayleen Campbell
Terri Fortner
Jeff Edwards
Massoud Emami
Marsha Davis
Karen Mobley

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

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

2. **Minutes:**
 - A. May 30, 2019, City Council/Park Board study session minutes

Motion No. 1: Mike Fagan moved to approve the May 30, 2019, City Council/Park Board study session minutes.

Jennifer Ogden seconded.
Motion carried unanimously (11-0 vote).

- B. June 14, 2019, Park Board retreat minutes

Motion No. 2: Sally Lodato moved to approve the June 14, 2019, Park Board retreat minutes.

Gerry Sperling seconded.
Motion carried unanimously (11-0 vote).

- C. July 11, 2019, Park Board meeting minutes

Motion No. 3: Sally Lodato moved to approve the July 11, 2019, Park Board meeting minutes.

Mike Fagan seconded.
Motion carried unanimously (11-0 vote).

3. **Additions or Deletions to the Agenda:**

A. None

4. **Special Guests:**

A. Riverfront Spokane fundraising campaign announcement – *Nick Sumner* kicked off the fundraising campaign announcement by introducing *Ted McGregor*, Park Board and Parks Foundation Board member. Mr. McGregor said making the Riverfront Park accessible to everyone has been a driving force in the park's redevelopment project and through the support of Providence Health Care this vision will become a reality. Mr. McGregor introduced Providence chief operating officer *Peg Currie* who announced Providence will donate \$1 million through a community benefit grant for the creation of an inclusive play space for people of all abilities and ages in Riverfront Park. *Kayleen Campbell*, also with Providence and mom of 17-year old Katie who has been diagnosed with Lennox-Gastaut Syndrome and hip dysplasia, expressed her appreciation for this play space where people of all abilities may play and socialize without restrictions.

B. Spokane Youth and Senior Centers Association quarterly update – *Jeff Edwards*, Corbin Senior Center executive director, presented a recap of the activities, fundraising accomplishments and participation hours for the second quarter of 2019 at Spokane's 10 youth, senior and community centers.

5. **Claims:** Claims for the month of July 2019 – *Bob Anderson* presented claims for the month of July 2019 in the amount of \$5,408,830.73.

Motion No. 4: Bob Anderson moved to approve claims for the month of July 2019 in the amount of \$5,408,830.73.

Sally Lodato seconded.
Motion carried unanimously (11-0 vote).

6. **Financial report and budget update:** – *Mark Buening* provided the July financial report and budget update. Park Fund revenue is tracking at 120.96% of the projected budget. Park Fund expenditures are tracking at 102.91% of the projected budget. Golf Fund revenue is tracking at 113.91% of the projected budget. Golf Fund expenditures are tracking at 96.62% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$48.58 million has been expended and \$8.085 million committed, leaving an \$11.4 million budget balance.

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

A. Joint Arts Committee assignment/Jamie SiJohn – *Nick Sumner* explained Jamie SiJohn voiced a desire to serve on the Joint Arts Committee. There are three Park Board seats on the JAC. Mr. Sumner will step down from the committee allowing Ms. SiJohn to serve as a Park Board representative on the JAC.

Motion No. 5: Nick Sumner moved to appoint Jamie SiJohn to the Joint Arts Committee.

Jennifer Ogden seconded.
Motion carried unanimously (11-0 vote).

8. **Committee Reports:**

Urban Forestry Tree Committee: July 30, 2019, *Rick Chase*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Sept. 3, 2019, at the Woodland Center, Finch Arboretum.

Golf Committee: Aug. 6, 2019, *Gerry Sperling*

A. [Downriver Golf Course stormwater facilities resolution](#) – *Nick Hamad* presented a proposed resolution authorizing the study, design and future construction of stormwater facilities on the Downriver Golf Course. As part of the City's long-term stormwater treatment program, Integrated Capital Management is scheduled to design and construct stormwater treatment system within the Cochran Basin, which encompasses Downriver Golf Course. A memorandum of understanding, approved May 2015, outlined a collaborative agreement between Utilities and Parks noting that Park land may be used for stormwater facilities in exchange for physical improvements and an annual payment from Utilities to Parks. Mr. Hamad presented a draft resolution to the Park Board at the board's July 11 meeting when he was asked to add language to the resolution clarifying that "physical improvements and/or other on-course capital improvements to the golf course, negotiated by the Park Board, would be incurred by Utilities." Mr. Hamad reviewed the added language made to the resolution in response to the Park Board's request.

Motion No. 6: Gerry Sperling moved to approve the Downriver Golf Course stormwater facilities resolution, as presented.

Sally Lodato seconded.

Motion carried unanimously (11-0 vote).

B. The next scheduled meeting is 8 a.m., Sept. 10, 2019, Finch Arboretum, Woodland Center.

Land Committee: July 31, 2019, *Greta Gilman*

A. [South Gorge Trail art project resolution/People's Park](#) – *Nick Hamad* presented the proposed South Gorge Trail art project resolution which calls for the installation of artwork along the South Gorge Trail in People's Park. The artwork, by Sarah Thompson Moore, is an earth, rock and steel piece representing the traditional fishing weirs used by the Spokane Tribe. Parks is not being asked to fund the art. The request is for the approval of the placement and location of the artwork. *Mike Fagan* asked if there has been discussion regarding safety concerns specifically relating to the steel posts. Mr. Hamad explained the metal rods of the stylized fishing weir will be designed so that individuals will not be able to climb the rods or fall on them. He added the art is expected to be constructed the fall of 2020, at the earliest, which will allow time to address the safety issues.

Motion No. 7: Greta Gilman moved to approve the South Gorge Trail art project resolution, as presented.

Bob Anderson seconded.

Motion carried unanimously (11-0 vote).

B. [Engineering Remediation Resource Group change order #2/Dutch Jake's Park \(\\$11,876.72 including tax\)](#) – *Nick Hamad* presented change order #2 with Engineering Remediation Resource Group for work at Dutch Jake's Park in the amount of \$11,876.72, including tax. The change order involves adding the infrastructure necessary to run underground power in the future. Mr. Hamad explained funding is not available at this time to purchase the underground

cable. Change order #2 also includes curb demolition and replacement.

Motion No. 8: Greta Gilman moved to approve change order #2 with Engineering Remediation Resource Group for work at Dutch Jake's Park in the amount of \$11,876.72 including tax.

Mike Fagan seconded.

Motion carried unanimously (11-0 vote).

C. The next scheduled meeting is 3:30 p.m. Sept. 4, 2019, Woodland Center, Finch Arboretum.

Recreation Committee: July 31, 2019, *Greta Gilman* on behalf of Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Sept. 4, 2019, Woodland Center, Finch Arboretum.

Riverfront Park Committee: Aug. 5, 2019, *Ted McGregor*

A. [AXS ticketing contract/Pavilion](#) – *Amy Lindsey* presented the AXS ticketing contract for the Pavilion and Riverfront Park ticket events. The proposed AXS contract is a three-year contract with an option for two additional years, which matches the concert production services contract with AEG. The agreement includes all box office ticketing hardware, ticket scanner, PCs and printers required for the White Label ticketing platform. Ms. Lindsey explained the benefits of contracting with AXS include a daily 6 a.m. to 8 p.m. customer support, paperless ticketing, and the flexibility to add additional services, such as parking. She added AXS will waive ticketing fees for any free or non-profit events.

Motion No. 9: Ted McGregor moved to approve the AXS ticketing contract for the Pavilion and Riverfront Park tick events, as presented.

Rick Chase seconded.

Motion carried unanimously (11-0 vote).

B. [Garco Construction change order #18/Pavilion and Promenade \(\\$156,018, plus tax\)](#) – *Berry Ellison* presented the proposed change order #18 with Garco Construction for work on the Pavilion and Promenade in the amount of \$156,018, plus tax.

Motion No. 10: Ted McGregor moved to approve change order #18 with Garco Construction for work on the Pavilion and Promenade in the amount of \$156,018, plus tax.

Sally Lodato seconded.

Motion carried unanimously (11-0 vote).

C. [Bernardo | Wills Architects design services contract amendment #4/north bank SportsPlex stormwater \(\\$11,800, no tax\)](#) – *Berry Ellison* presented the proposed design services contract amendment #4 with Bernardo | Wills Architects for work on the north bank SportsPlex stormwater project. *Garrett Jones* noted this design offers Parks and the Spokane Public Facilities District a win-win solution where Parks designs and installs stormwater infrastructure for the Sportsplex and in return the SPFD removes excess soil from the north bank.

Motion No. 11: Ted McGregor moved to approve the design services contract amendment #4 with Bernardo | Wills Architects for work on the north bank SportsPlex stormwater project.

Gerry Sperling seconded.
Greta Gilman and Barb Richey recused themselves.
Motion carried with a 9-0 vote with 2 recusals.

D. [CH2M Hill Engineers-Jacobs contract amendment #2/north bank \(\\$7,500, no tax\)](#) – *Berry Ellison* presented the proposed contract amendment #2 with CH2M Hill Engineers for work on the north bank in the amount of \$7,500. This amendment is necessary for permit support services to prepare a north bank SEPA as required by state and local authorities.

Motion No. 12: Ted McGregor moved to approve contract amendment #2 with CH2M Hill Engineers for work on the north bank project in the amount of \$7,500.

Jennifer Ogden seconded.
Motion carried unanimously (11-0 vote).

E. [Northwest Playground Equipment, Inc., equipment purchase contract /north bank playground \(\\$319,603.58, tax inclusive\)](#) – *Berry Ellison* presented the Northwest Playground Equipment, Inc., equipment purchase contract for the north bank playground in the amount of \$319,603.58. This purchase is for 12 pieces of the base bid play equipment and is being purchased through the state contract. This purchase completes a majority of the play equipment for the north bank playground.

Motion No. 13: Ted McGregor moved to approve the Northwest Playground Equipment, Inc., equipment purchase contract for the north bank playground in the amount of \$319,603.58, tax inclusive.

Rick Chase seconded.
Motion carried unanimously (11-0 vote).

F. [Strata testing service contract amendment #3/north bank playground \(\\$22,283, no tax\)](#) – *Berry Ellison* presented the proposed testing service contract amendment #3 with Strata for the north bank playground in the amount \$22,283.

Motion No. 14: Ted McGregor moved to approve the testing service contract amendment #3 with Strata for the north bank playground in the amount \$22,283.

Sally Lodato seconded.
Motion carried unanimously (11-0 vote).

G. [Strata amendment #4 to Parkwide contract/Pavilion \(\\$7,888, no tax\)](#) – *Berry Ellison* presented the proposed amendment #4 to the Parkwide contract with Strata for their final work on the Pavilion project in the amount of \$6,215. This amendment is due to the extension on the Pavilion construction schedule as the scope of work expanded. Mr. Ellison noted the amount presented to the Riverfront Park Committee earlier in the week in the amount of \$6,215 was not correct and the amount should be \$7,888. The corrected amount of \$7,888 has since been approved by the Executive Team.

Motion No. 15: Ted McGregor moved to approve amendment #4 with Strata for their final work on the Pavilion project in the amount of \$7,888.

Jamie SiJohn seconded.
Motion carried unanimously (11-0 vote).

H. The next scheduled meeting is 8:05 a.m. Sept. 9, 2019, in the Pavilion meeting room, Riverfront Park.

Finance Committee: Aug. 6, 2019, *Bob Anderson*

A. No action items

B. The next regularly scheduled meeting is 3 p.m. Sept. 10, 2019, City Conference Room Lobby - Tribal, first floor City Hall.

Bylaws Committee: (The committee did not meet.) *Jennifer Ogden*

A. Action items: None

B. The next meeting is scheduled for 5:30 p.m. Aug. 14, 2019, Caliope event room, Riverfront Park Looff Carrousel .

9. **Reports:**

Park Board President: *Nick Sumner* recapped some of the 2019 Parks projects and thanked the staff for their dedication and hard work on these projects for the community. He added partnerships with other departments, agencies and the community have made these accomplishments possible.

Liaison reports:

1. Conservation Futures – No report was given.
2. Parks Foundation – *Ted McGregor* reported the foundation has reached more than two-thirds of the fundraising campaign goal. He attributed this success to the foundation's dedication and to community support of the new Riverfront Park and the Park system as a whole.
3. City Council – *Mike Fagan* thanked the Park Board and staff for their services to citizens in the various districts in the city.

Director's report: *Garrett Jones*

A. 2020 budget – Mr. Jones reported staff is meeting weekly to look at efficiencies and opportunities as they relate to balancing the 2020 budget. In September, a balanced budget proposal will be presented to the Finance Committee. The impact of any potential fee increases or cost reductions will be presented at that time. The Park Board is scheduled to take action on adopting the 2020 budget at the October board meeting.

B. Appreciation – Mr. Jones extended his thanks, on behalf of Parks, to Providence for their partnership in making the inclusive playground a reality. He also thanked Public Works and Utilities for their partnerships on the Downriver Golf Course project, Manito Park irrigation project, the Japanese Pond renovation. He thanked staff for their creative approach in developing a balanced budget.

C. Meeting efficiencies – Mr. Jones announced staff is working on an efficiency plan designed to streamline Park Board and committee meetings, and cut down of extensive use of paper copies for meetings.

D. Employee of the quarter nomination – Mr. Jones congratulated *Sarah Johnson*, of the Parks Budget/Finance team, for being nominated for city of Spokane employee of the quarter.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/email: None

B. Newsletters: Hillyard Senior Center

12. **Public Comments:** None

13. **Adjournment:** The meeting was adjourned at 5:27 p.m.

14. **Meeting Dates:**

A. Next Committee meeting dates:

Joint Arts: 3:30 p.m. Aug. 13, 2019, Conference room 5A, 5th floor City Hall

Bylaws: 5:30 p.m. Aug. 14, 2019, Caliope event room, Riverfront Park Looff Carrousel

Urban Forestry Committee: 4:15 p.m. Sept. 3, 2019, Woodland Center, Finch Arboretum

Land Committee: 3:30 p.m. Sept. 4, 2019, Woodland Center, Finch Arboretum

Recreation Committee: 5:15 p.m. Sept. 4, 2019, Woodland Center, Finch Arboretum

Riverfront Park Committee: 8:05 a.m. Sept. 9, 2019, Pavilion meeting room, Riverfront Park

Golf Committee: 8 a.m. Sept. 10, 2019, Woodland Center, Finch Arboretum

Finance Committee: 3 p.m. Sept. 10, 2019, City Conference Room Lobby - Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. Sept. 12, 2019, City Council Chambers

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



Garrett Jones, Interim Director of Parks and Recreation

SYSCA

**Spokane Youth
& Senior Centers
Association**

2019 SYSCA 2nd Quarter Totals

Attendance / Volunteers

Center	Attendances By Quarter				YTD -Attendance	YTD - Volunteer Hrs
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Totals	Totals
NE Youth Ctr	37,142	43,767			80,909	1802
West CentralCC	21,057	14,862			35,919	1119
Southwest CC	6,906	7911			14,817	564
ECCC / MLK	24,686	80,162			104,848	364
Hillyard Sr Ctr	19,563	19,807			39,370	4354
Southside AC	31,870	33,177			65,047	1184
Corbin Sr Ctr	22,271	22,006			44,277	3744
Mid City Concerns	7,568	7,848			15,416	673
Sinto Sr Ctr	11,442	11,520			22,962	4905
Project Joy	6,767	7,123			13,890	6858
Grand Totals	189,272	248,183			437,455	25,567

SYSCA

Spokane Youth
& Senior Centers
Association

Hillyard Senior Activity Center

2019 Recreation Activity Highlights

- Many great costumes were on display for the HSC Hawaiian Party, in June! The event had over 100 senior members participating in the day!
- Below is a great photo of the large group of Croquet League Players! at Hillyard & Sinto Senior Centers. Thanks for the field assistance from the Fanklin Park Ballfield maintenance!
- Two of our HSC members showed off some of there musical talents at the Recent HSC Talent & Variety Show.



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**Spokane Youth
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Association**

Sinto Senior Activity Center

2019 Recreation Activity Highlights

- Jenna Lee from our Wii Bowling group shows off her new Red Hat as Olive tries her best to line herself up for a strike!
- At the K Diamond K Ranch, Betty gives horseback riding a try! Betty says you're never too old to try something new!
- Kathy poses outside of her tee-pee. Some of our more adventures travelers chose to Tee-pees over regular rooms during our Oregon trip.
- Sinto's Exerdance group decided to have a western themed day. They incorporated line dancing and square dance into their routine!



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**Spokane Youth
& Senior Centers
Association**

Corbin Senior Activity Center

2019 Recreation Activity Highlights

During the 2nd quarter of 2019, the members of Corbin began to enjoy the great outdoors and Spokane's beautiful summer weather. Our walking group has been trekking through some of Spokane's most scenic pathways and trails each week.

Meanwhile, the members enjoyed their annual picnic in beautiful Corbin Park while they were entertained by the sounds of Project Joy.

To date this year, Corbin has seen over 125 new seniors join the action at Corbin placing our membership well over 900. We thank the Park Board for their continued



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**Spokane Youth
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Association**

Southside Community Center

2019 Recreation Activity Highlights



- Southside became the first organization to adopt a police officer. Officer Willard will be coming to events, lunches and meetings to share information and get to know the concerns of the community he serves. Both officer Jake and the Center have mounted adoption certificates. The ceremony held at our June lunch was attended by Captain Traci Meidl and other officers and detectives. It was a lot of fun and very well attended by members and guests. Officer Jake will also have his own feature article in our magazine.
- Volunteers giving Southside gardens a much needed clean up.
- Another successful garage sale fundraiser. We had raffle items, antiques, collectables, bake sale, hamburgers, and auction items. Something for everyone.

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**Spokane Youth
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Association**

Northeast Youth Center

2019 Recreation Activity Highlights

■ NEYC has had a fabulous finish to the school year and summer has been off to a busy start. The kids have been engaged in a variety of great recreation activities! This summer we met our capacity with over 170 children enrolled in programs! We are busy on outings daily and are creating some amazing summer memories! Be sure to save the date for our 2019 Auction Fundraiser on March 7, 2020 at GU's Hemmingson Center!



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Southwest Community Center



2019 Recreation Activity Highlights

- Youth enjoyed a recreational outing at North Bowl this quarter while waiting for the weather to warm up. Once the summer heat picked up, we enjoyed playing games in the park along with utilizing the splash pad.
- We also enjoyed a trip to Liberty Pool where we swam the summer heat away. This has been a great start to start to the summer and we look forward to finishing it with lots of activities.

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**Spokane Youth
& Senior Centers
Association**

West Central Community Center

2019 Recreation Activity Highlights



On Friday June 7th, the Cannon Park Baseball Field was dedicated to a very influential employee who has served kids at the West Central Community Center for almost 30 years. We are happy to announce that our baseball field will now be known as the Rick Harris Field.

Our before and after school program had over 120 kids registered during the school year. Our summer program currently has over 100 kids enrolled.

We recently celebrated the 1 year anniversary of our 24/7 Library Kiosk. The kiosk has helped promote the importance of reading in our community and has been a great success.

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**Spokane Youth
& Senior Centers
Association**

MLK Community Center

2019 Recreation Activity Highlights



Our 5th Grade Boys Hoopfest team! They won both their games on the first day.

Our Summer Youth Academy takes our students on fun educational field trips all through the summer. These are our kindergarten through first grade kiddos visiting CatTails



Our seniors exercise 3 times a week. Staying Active and Independent for life on Mondays. Chair Yoga on Wednesdays and Walking Club on Fridays.

Senior Fishing trip to Liberty Lake pictured below. Also went to the Fish Hatchery and Manito Park as a senior group. Seniors have options for 2 grocery store trips per month and two Walmart trips per month at no cost to the seniors.

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**Spokane Youth
& Senior Centers
Association**

Mid City Concerns

2019 Recreation Activity Highlights

■ April we had fun coloring Easter eggs and Hunting for them was a Blast! We celebrated Our Oldest Member Sally's 90th Birthday. The Coloring contest is something they enjoy with prizes for 1st, 2nd and 3rd place.

■ In May we had a Mothers Day Tea and A Senior Prom. We also had a Memorial and said goodbye to Ron Dahlman - A 20 year member who was a decorated Vet who was "CIA" and he was a very good artist

■ June was celebrating Fathers Day with Diminishing Faculties their favorite band and cake and goodies. We played ladderball in the Center to get them ready for July picnic in the Park. Fred Burns won our \$265 jackpot in Bingo and was very excited. We also had Feed Thy neighbor doing a free Dinner/ BBQ's once a month for the Homeless and Seniors, Karaoke, Monthly Bday Celebrations, Bingo, WI Bowling



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**Spokane Youth
& Senior Centers
Association**

Project Joy

2019 Recreation Activity Highlights

- The highlight of the second quarter for Project Joy was our annual meeting. The meeting was held at the Southside Community Center on Tuesday May 7. Members attending enjoyed refreshments and entertainment by Project Joy Entertainers. A highlight of the meeting is the presentation of awards.
- Awards given were: Most Performances by a soloist, small group and large group and the Marion Herzer Award. This award was established to assure that our founder's efforts will be remembered and recognizes outstanding contributions of one of our members.



**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
JULY 2019 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - AUGUST 8, 2019**

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,276,968.72
MAINTENANCE & OPERATIONS	\$ 971,662.55
CAPITAL OUTLAY	\$ 341,955.36
PARK CUMULATIVE RESERVE FUND	\$ 79,190.79

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$ 2,413,039.54
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GOLF:

SALARIES & WAGES	\$ 151,690.13
MAINTENANCE & OPERATIONS	\$ 170,324.24
CAPITAL OUTLAY	\$ 3,999.40

TOTAL EXPENDITURES:	<u>\$ 5,408,830.73</u>
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Financial Reports
July 2019

City of Spokane Parks & Recreation

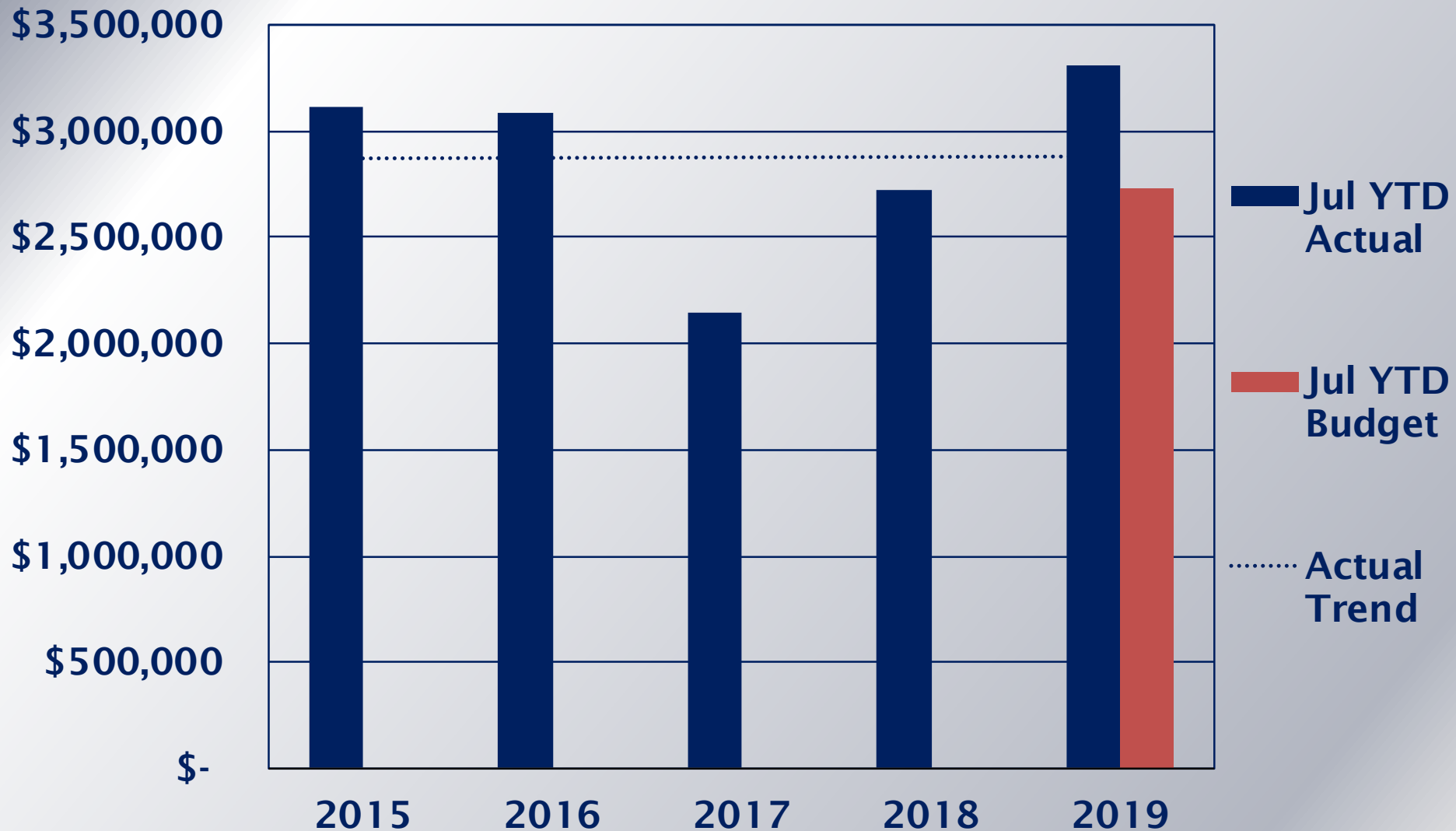
PARK FUND – Revenues & Expenditures

As of July 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	5.86	2.74	3.31	120.96%
Transfers In	17.05	9.59	8.89	92.79%
Funds Available	22.91	12.32	12.20	99.05%
Expenditures	-20.31	-10.21	-10.51	102.91%
Net Capital Outlay	-4.77	0.10	-0.42	-405.68%
Transfers Out	-0.34	-0.26	-0.15	55.34%
NET	- 2.51	1.95	1.13	
Beg. Noncommitted Bal*	- 0.60			
End Noncommitted Bal	0.23			

*For clarification purposes, the 5% Reserve is a reduction against the Beginning Balance.

Park Fund Revenue

5 Year Trend & YTD Budget



City of Spokane Parks & Recreation

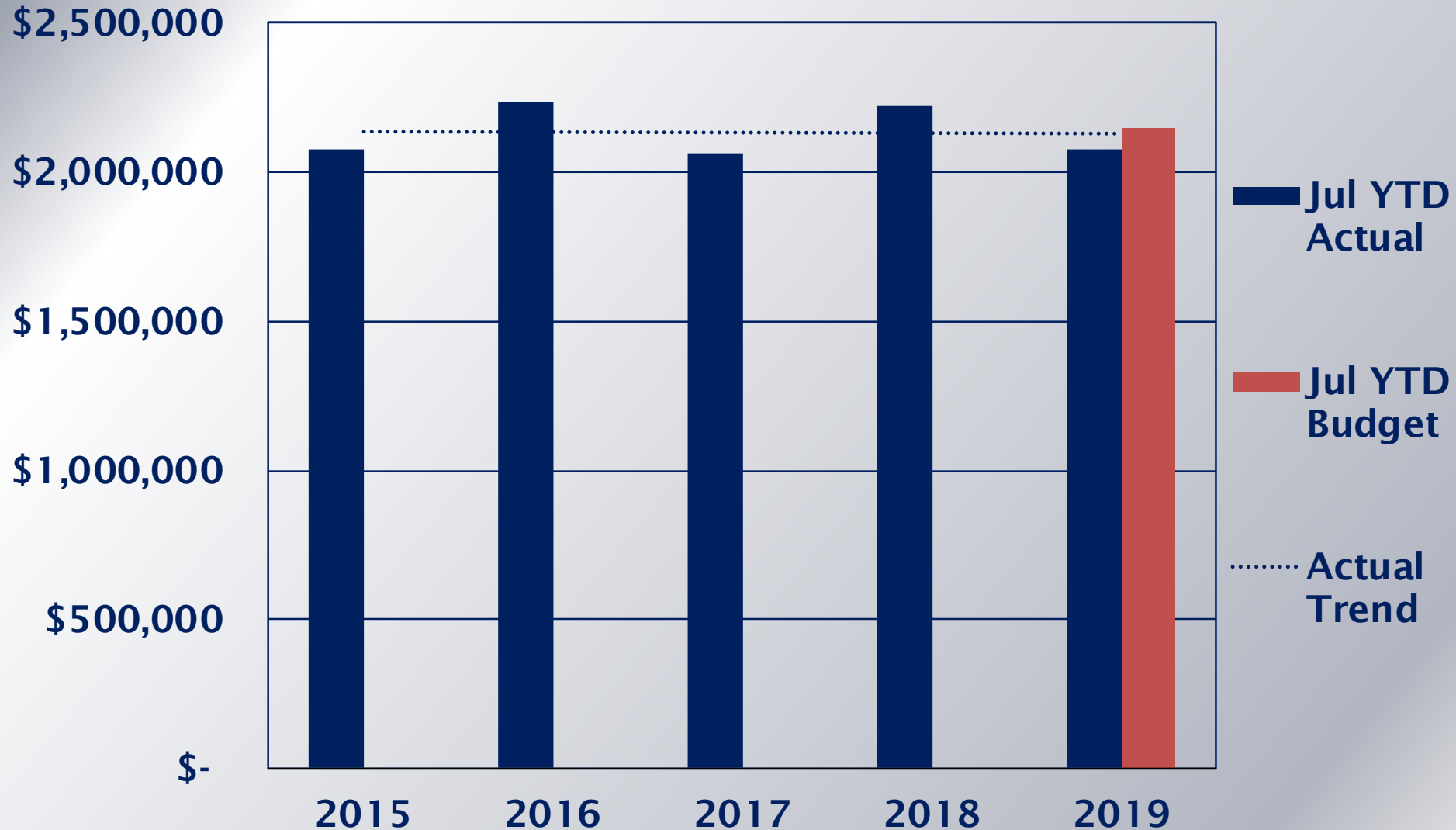
GOLF FUND – Revenues & Expenditures

As of July 2019 (in millions)	2019 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.81	2.15	2.45	113.91%
Transfers In	0.00	0.00	0.00	0.00%
Funds Available	3.81	2.15	2.45	113.91%
Expenditures	-3.26	-1.50	-1.45	96.62%
Transfers Out	-0.28	0.00	-0.11	0.00%
Capital Outlay	-0.27	-0.02	-0.10	100.00%
NET	0.00	0.63	0.79	
Beg. Noncommitted Bal*	- 0.54			
End Noncommitted Bal**	0.24			

*For clarification purposes, the 7% Reserve is a reduction against the Beginning Balance

Golf Fund Revenue

5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted June 2019	Expended as of July 31, 2019	Committed to Date	Budget Balance
1. South Bank West	10,412,530	10,412,530	-	-
2. South Bank Central	11,743,839	11,685,142	57,861	836
3. Howard St. SC Bridge	-	-	-	-
4. Promenades & Cent. Trail	7,979,273	5,372,706	736,604	1,869,963
5. Havermale Island	22,619,788	16,143,285	6,135,876	340,627
6. snxw meneo	1,741	1,741	-	-
7. North Bank	9,454,662	893,918	874,199	7,686,545
8. South Bank East	160,364	156,847	-	3,517
Program Level	5,690,175	3,909,348	280,086	1,500,741
Total	68,062,372	48,575,517	8,084,627	11,402,228

Spokane Park Board July 2019 – February 2020	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Sumner, Nick – President nsumner@spokanecity.org	2020		✓					✓	✓		CF
Ogden, Jennifer – Vice President jmogden@spokanecity.org	2021	✓		✓			✓	Chair		✓	
Ted McGregor tmcgregor@@spokanecity.org	2020	Chair			✓				✓	✓	PF
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓			✓		
Bob Anderson banderson@spokanecity.org	2022		✓			Chair	Alternate				
Sally Lodato slodato@spokanecity.org	2022			✓	Chair			✓			
Rick Chase rchase@spokanecity.org	2022	✓	✓				Chair				
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓			✓		
Jamie SiJohn jsijohn@spokanecity.org	2023	✓		✓						✓	
Barb Richey brichey@spokanecity.org	2024		✓								
Mike Fagan mfagan@spokanecity.org	N/A			✓					✓		Council

PF = Spokane Parks Foundation

CF = Conservation Futures

Resolution # _____

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION for Improvements to the Downriver Golf Course

WHEREAS, the City of Spokane owns and operates four municipal golf courses open to the public, providing opportunity for residents and visitors to actively recreate and connect to the unique cultural, historical and environmental heritage of our region; and

WHEREAS, the City of Spokane Parks and Recreation Department is currently rectifying deferred maintenance of golf course assets through strategic investment in capital repairs and improvements to the Downriver Golf Course; and

WHEREAS, Parks staff evaluating strategic investment options on courses through sponsorships, grants, partnerships, etc.; and

WHEREAS, the City of Spokane and its consultants are conducting extensive planning and public outreach to create a golf course refinements master plan, collaborating with the golfing public, golf course professionals, and golf course superintendents; and

WHEREAS, the Parks department has an existing memorandum of understanding with the City of Spokane Utilities Division, dated May 15th, 2015, (OPR 2015-0364) that provides that, if and where appropriate, Park property may be used for storm water mitigation facilities in exchange for a stormwater charge offset and an annual payment from the Utilities Division; and

WHEREAS, the City of Spokane Department of Integrated Capital Management is developing the scope of a project for extensive improvements to manage storm water within the Cochran Basin, which encompasses Downriver Golf Course; and

WHEREAS, it is beneficial to the City's storm water management efforts to construct storm water improvements on the Downriver Golf Course, including but not limited to storm water conveyance piping, conveyance channels, infiltration basins, etc.; and

WHEREAS, the Park Board recognizes that continued and expanded use of golf course land for the proposed storm water facilities will not negatively impact citizen's recreational use of Downriver Golf Course, but will instead allow for improvements that enhance the citizens' enjoyment of the course; and

WHEREAS, any proposed storm water improvements must be consistent with the golf course refinements master plan; and

WHEREAS, during the design process, a licensed golf course architect or professional landscape architect specializing in golf course design and construction shall be retained to prepare the on-course landscape and irrigation restoration documents; and

WHEREAS, the project team will solicit feedback from the course superintendent, Park planning staff, and course golf professional and incorporate that feedback into proposed improvements as appropriate; and

WHEREAS, the City of Spokane and its partners shall construct proposed storm water improvements concurrently with the planned on-course capital repairs and improvements at Downriver Golf Course; and

WHEREAS, storm water improvements shall be completed in coordination with other golf course construction so as to minimize disruption to golfers; and

WHEREAS, the Utilities Division shall accept all financial responsibility for installing, maintaining, and removing (as necessary) the proposed storm water facilities, as provided for in OPR 2015-0364; and

WHEREAS, the Park Board is willing to permit expanded and continued use of Downriver Golf Course for storm water facilities in exchange for additional compensation to the Golf Fund via a one-time capital investment in golf course improvements as a result of the storm water mitigation efforts; and

WHEREAS, in addition to proposed storm water facilities, the Utilities Division shall fund the design and implementation of golf course improvements associated with the storm water improvements, which may include but are not limited to: green rebuilds, tee box leveling, tree pruning, removal, and planting, hole renovations, bunker renovations, cart paths, irrigation upgrades and other improvements as outlined by the golf course refinements master plan; and

WHEREAS, the Utilities Division shall work with the Park Department Director to provide to the Park Board a detailed itemization of proposed one-time golf course improvements and associated costs for review and approval by the Park Board,

NOW, THEREFORE,

BE IT RESOLVED by the Park Board that the Park Director and appropriate Park staff are authorized to work with the City of Spokane Department of Integrated Capital Management and its consultants to study, design, and construct storm water facilities on the Downriver Golf Course and to recommend to the Park Board appropriate compensation to the golf fund via a one-time capital investment in golf course improvements at Downriver Golf Course; and

BE IT FURTHER RESOLVED that the detailed design of the storm water facilities, appurtenances, associated golf course improvements, and a maintenance frequency schedule for the proposed storm water facilities shall be submitted for Park Board review and authorization prior to project implementation.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney

Resolution # _____

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION of the City of Spokane Park Board regarding the South Gorge Trail
Artwork Installation in People's Park

WHEREAS, the Peaceful Valley Trail is planned from Redband Park to People's Park, providing a connection creating opportunities that will physically and educationally connect residents and visitors to the unique cultural, historical, environmental, and spiritual heritage of our region; and

WHEREAS, the proposed art installation is consistent with the Peaceful Valley Trail Interpretive and Wayfinding Signage Master Plan adopted by the Park Board in February of 2019; and

WHEREAS, the proposed "Convergence" art installation has been recommended by the Joint Arts Committee to the Park Board for approval; and

WHEREAS, the City of Spokane and Spokane Arts have collaborated with the Peaceful Valley Neighborhood Council, the Spokane Tribe of Indians, and the Artist; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE PARK BOARD that the Board hereby approves the parties involved to proceed with detailed design, contracting and placement of the Convergence Sculpture within People's Park.

ADOPTED BY THE PARK BOARD ON _____

Park Board President

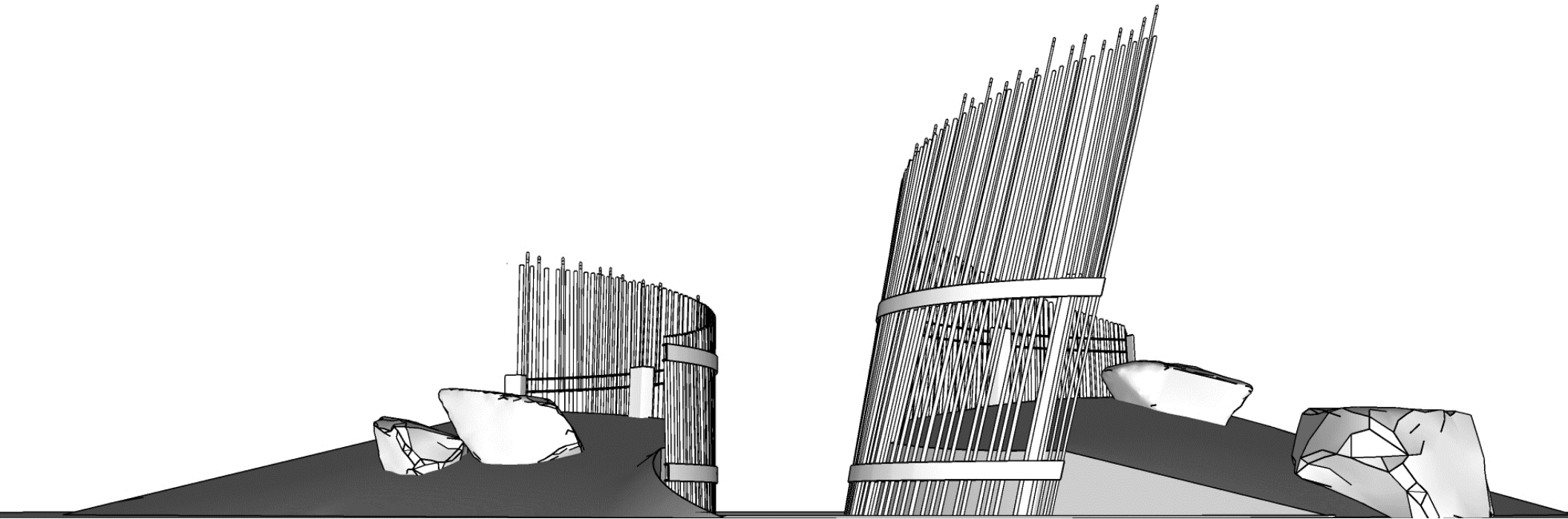
Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Convergence



South Gorge Trail Artwork Proposal

Prepared for the city of Spokane, Washington and Spokane Arts- May 22, 2019

Presented to the Peaceful Valley Neighborhood Council- June 12, 2019

By: Sarah Thompson Moore

2944 E Fernan Terrace Dr. Coeur d'Alene, ID 83815

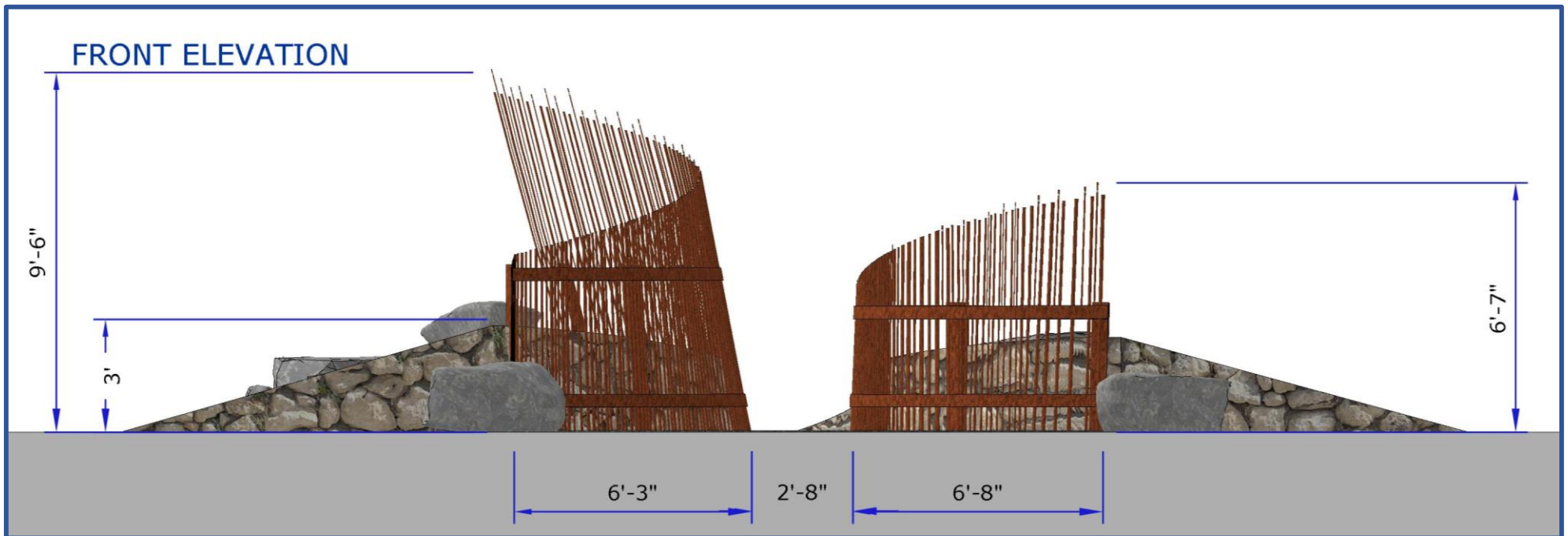
(208) 691-2712 - sthompsonmoore@gmail.com

www.sarahthompsonmoore.com



DESIGN FOCUS

- **ENGAGEMENT**- Inviting & accessible- includes functional elements.
- **HISTORY**- Important Native fishing site, technology & gathering place for many tribes.
- **SPOKANE TRIBE**- Past, present and future- youth engagement.
- **SITE OBSERVATIONS & INTEGRATION**- Treasured by many- sun, wind, and the river- use of natural and recycled materials.
- **SITE REQUIREMENTS**- Durable, low maintenance, safe, and minimal disruption to site.



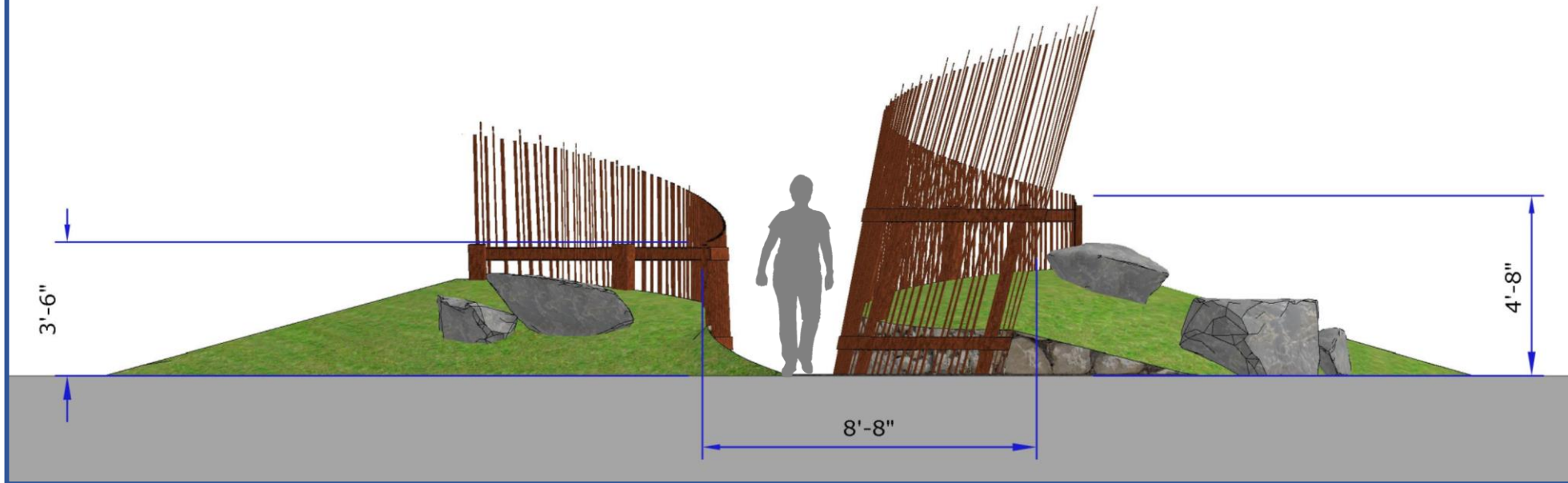
STYLIZED FISHING WEIR

- Celebrates fishing technologies invented and utilized by the Region's Native peoples for thousands of years. A tangible illustration of their relationship with the Spokane River and its salmon.
- The Latah Creek fishing weir is described in *The Spokane Indians*, by Allan Ross- Granite boulder platform traps were used as well as willow mats attached to two horizontal poles, creating a continuous fence across the river. Two barriers were set up 100 yards apart. The first, with a hole for fish to pass through, could be closed to trap the fish inside.

VISITOR EXPERIENCE

- Visitors can walk through and around the installation. Tapered, elegant forms alternate direction and are visually interesting from all vantage points, casting shadows that change throughout the day.
- Small reflective elements on the top-most uprights will glisten and invite from afar while slight movement from the wind will bring the surrounding environment into play as a collaborative force.
- Functional: Boulders for seating and some shade will be provided at various times of the day.

REAR ELEVATION



EARTHWORK ELEMENT

- Elevated earth & rock retaining wall simulates raised water level as visitors pass through. Rock is one of the methods used to support traditional fishing weirs against the river's current. Granite boulder platform traps were also built to funnel and trap fish at the mouth of Hangman Creek.

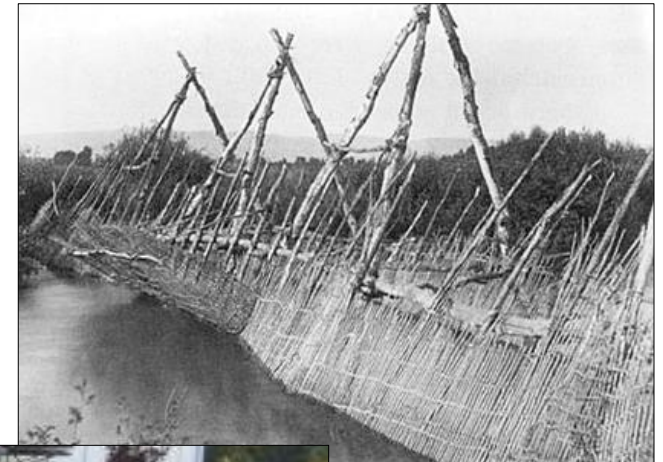


Figure 1



ANIMAL PICTOGRAPHS with QR CODES

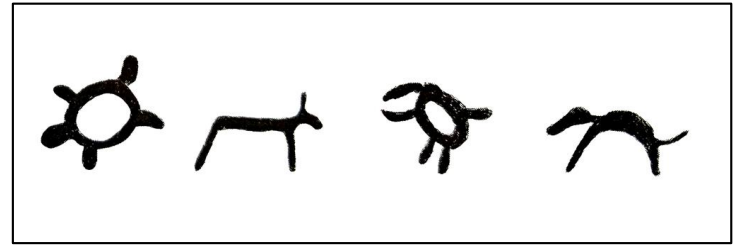
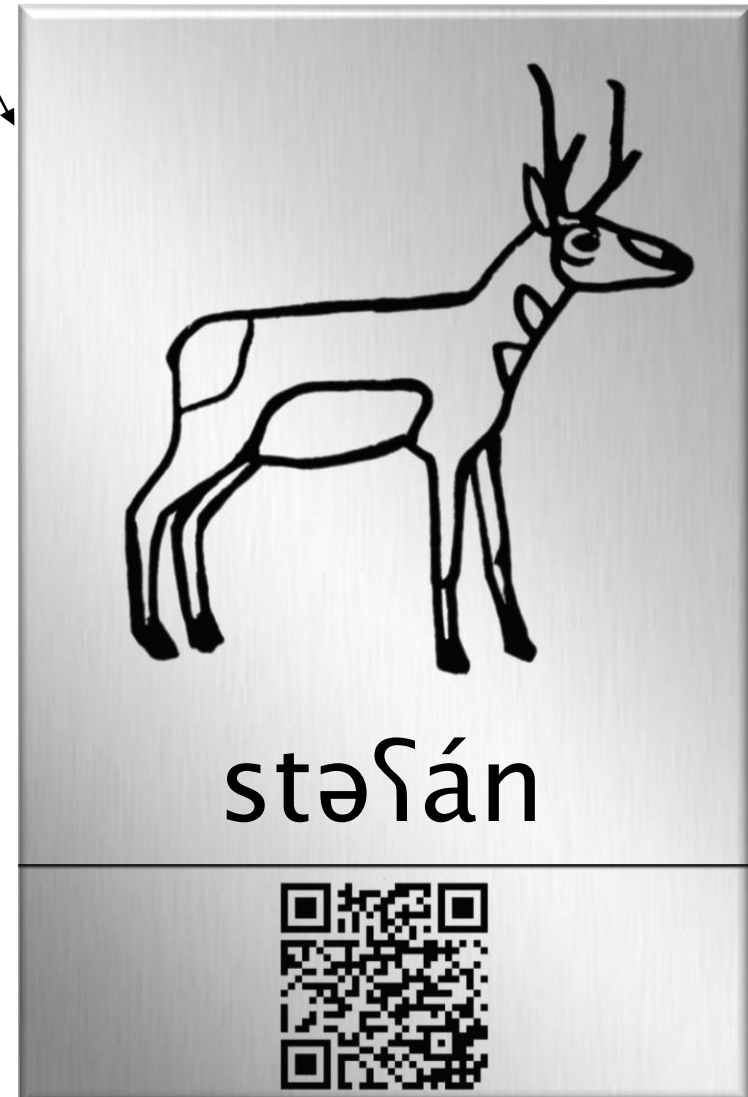


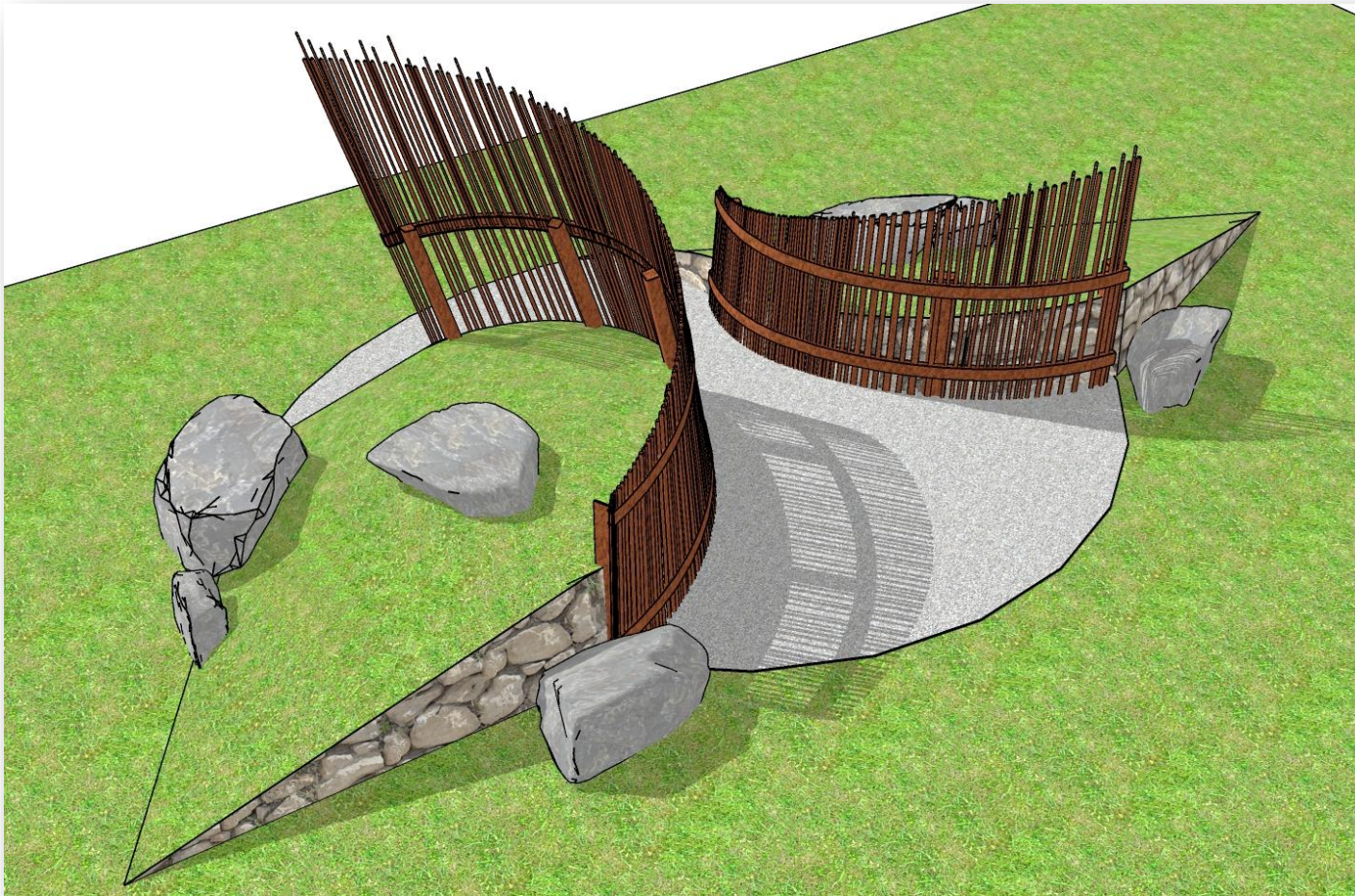
Figure 2

- The Spokane Tribe and culture as alive and well.
- Wildlife share important connections to the history of this site and to Tribal Culture. Some animals that were once prevalent in this area are no longer so.
- Inspired by the practice of bestowing an animal name to children based on particular traits and characteristics of that animal.
- Pictograph animals will be designed by tribal youth with the Salish word inscribed beneath and a QR code that links visitors to more information: pronunciation of the word, the artist's name and a short description or story of what that animal means to them.
- Images can be laser engraved onto stainless steel placards and/or boulders and installed throughout the installation site with the additional possibility of placement along the new trail. Some will be on the sculpture itself, others engraved on boulders, and some displayed on existing or new posts.
- Utilizes modern technology to engage and inform visitors while also involving tribal youth and asserting their connection to the site for future generations.

7 x 4.5" placards or equivalent- at least 8 different animals



MATERIALS



- Local Stone: Rounded granite for the retaining wall and basalt boulders for seating.
- Dirt backfill, seeded with natural grass.
- Weathering (Corten) steel framework.
- Recycled sucker rod for upright elements.
- Some stainless steel for accents at the top.
- Possible use of fiberglass rod for swaying elements.



NUTS & BOLTS

FABRICATION Steel Elements will be fabricated by myself at a shop in Hayden, Idaho. Rolled channel will be outsourced.

INSTALLATION

- The Earth work will be subcontracted to a landscaping/Rock Placing Company and install of the steel structure will be arranged through a licensed construction company.
- The steel structure posts will be bolted into concrete footings roughly 2 feet in-ground, and the structure itself will also be tied into the retaining wall. An alternative solution is to set the footings 3 feet into the ground with no bolting to the retaining wall.

SITE LOCATION:



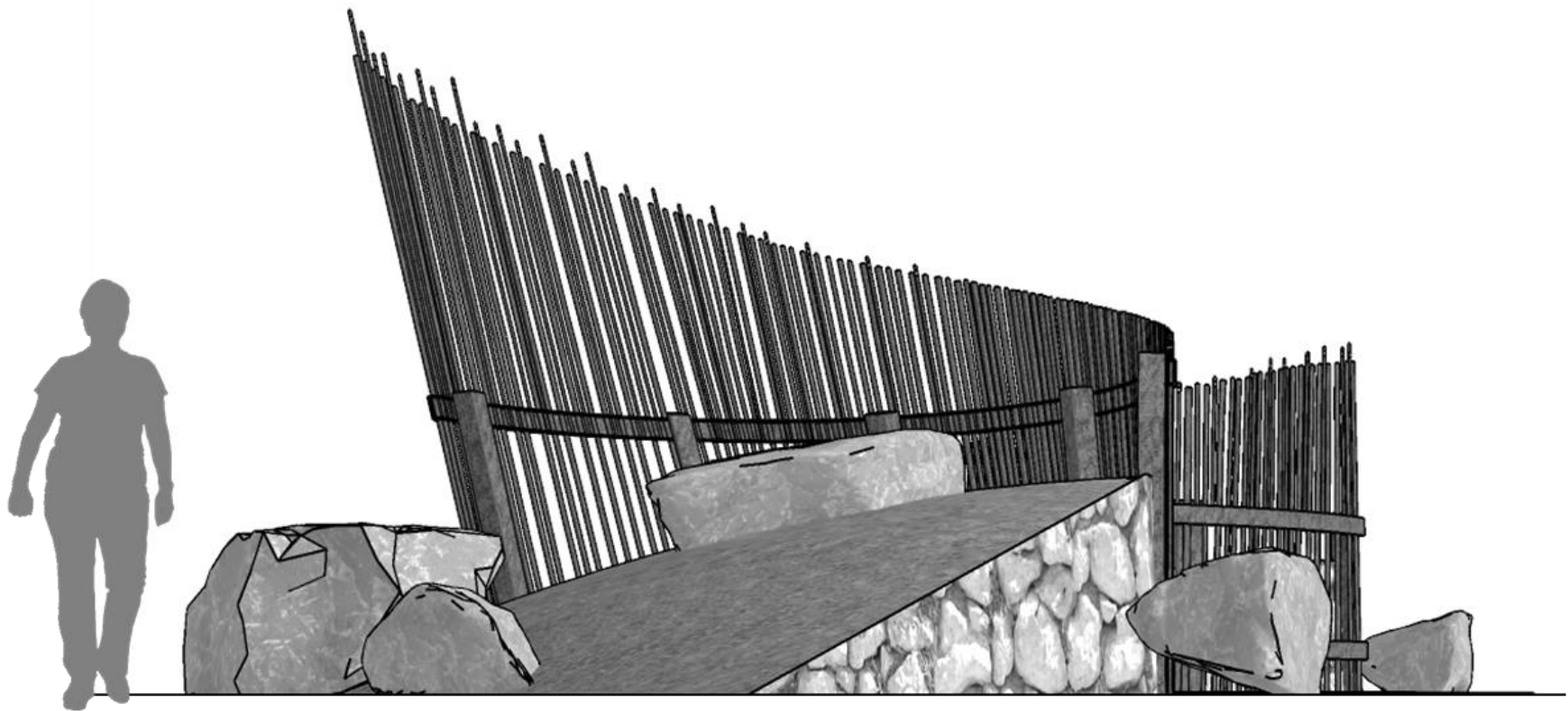


INFORMATION

- Interpretative signage: I will collaborate with Karen Mobley to incorporate descriptions of the fishing methods used at this particular site and how they relate to the sculpture.
- Pictograph placards: create a web page and a user-friendly map to show where all of the pictographs can be found. This can be linked with a directory for public art in Spokane.

SAFETY, MAINTENANCE, & SITE DISTURBANCE

- ADA compliant pathway (width and material).
- At least 50% open space on forms- no places to hide.
- Elevated grounds are compliant with building code height restrictions where railing is not present.
- Required maintenance is minimal to none.
- Site disturbance is low. Most elements are above current ground level with minimal concrete post footings reaching below ground.



Thank you.

Figure 1- Fishing Weir- <http://www.intimeandplace.org/Columbia/image/canner/weir.jpg>

Figure 2- Sketches of local pictographs pictured in *The Spokane Indians*, by Alan Ross, pg 235

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 2**

NAME OF CONTRACTOR: Engineering Remediation Resources Group

PROJECT TITLE: Dutch Jake's Park Renovation

CITY CLERK CONTRACT NUMBER: OPR2019-0418

=====

DESCRIPTION OF CHANGE:

AMOUNT

Item 1: Alternate 2 - underground power	\$ 3,480.00
Item 2: Added Curb Demo & Replace	\$ 8,087.00
Item 3:	\$
Item 4:	\$
Item 5:	\$

=====

TOTAL AMOUNT: \$ 11,567.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 339,536.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 71,713.00
CURRENT CONTRACT AMOUNT	\$ 411,249.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 11,567.00
REVISED CONTRACT SUM	\$ 422,816.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	01/31/2020
CURRENT COMPLETION DATE	01/31/2020
REVISED COMPLETION DATE	01/31/2020

Contractor: _____ Date: _____

City Approval: _____ Date: _____

City Clerk Attest: _____ Date: _____

Pre-Approved as to form: Pat Dalton, Assistant City Attorney

BID PROPOSAL

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

PROJECT: #4516-19 DUTCH JAKE'S PARK RENOVATION

BIDDER'S DECLARATION.

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

BID OFFER.

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

Base Bid: \$ 339,536.00

Sales Tax (8.9%) \$ 30,218.70

Total (Base Bid+ tax) \$ 369,754.70

Alternate 1 Bid: \$ 10,302.00
(Chestnut Walkway)

Alternate 2 Bid: \$ 3,480.00
(Underground power)

Alternate 3 Bid: \$ ~~5~~ 5,139.00
(Sport court surface)

added in CO #2

ADDENDA.


The undersigned acknowledges receipt of addenda number(s) 1 & 2 & 3 and agrees that their requirements have been included in this bid proposal.

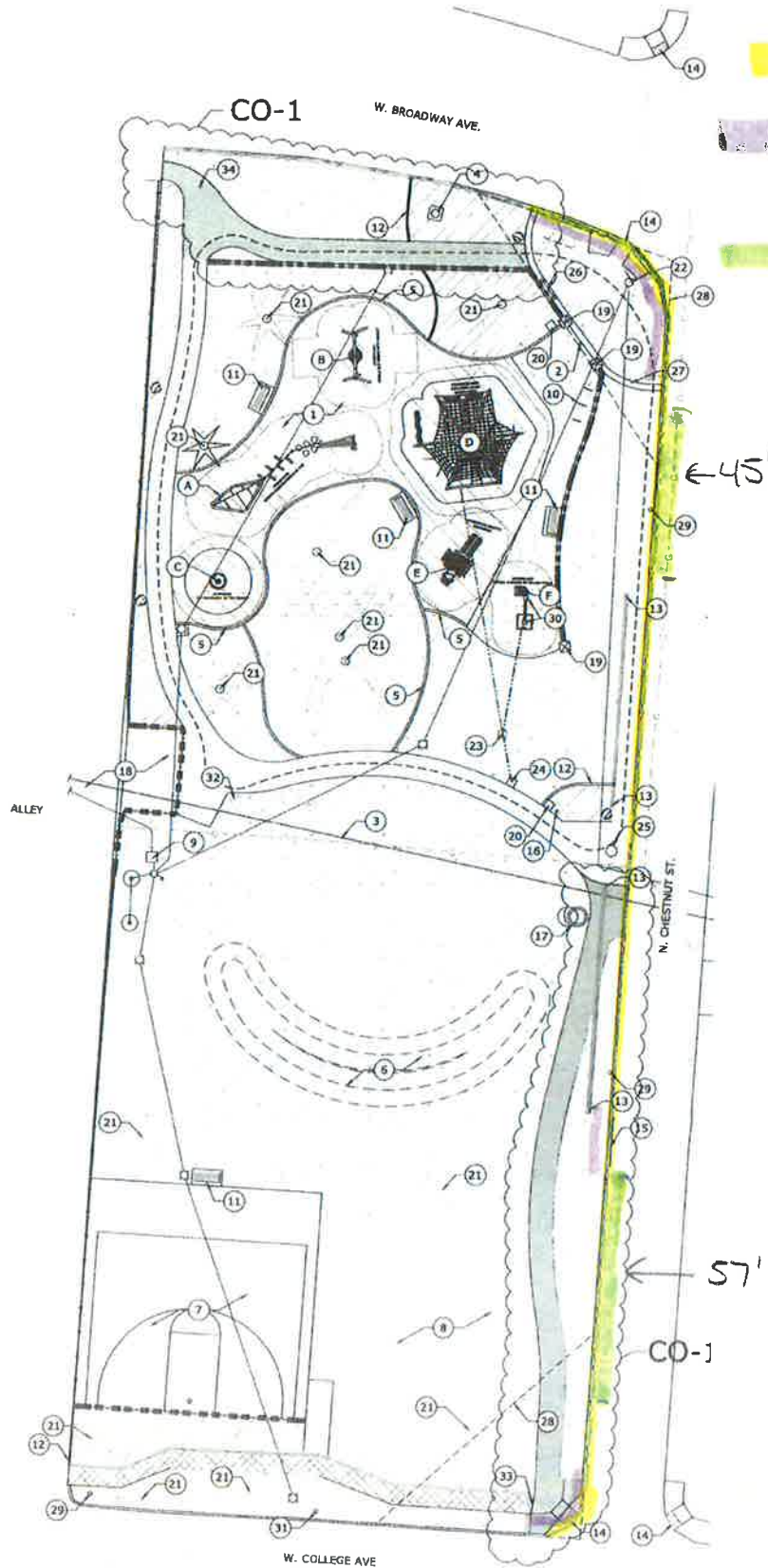
CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and specified work shall be substantially complete by **August 16, 2019**.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500.00) per working day until the work is satisfactorily completed.

Engineering Remediation/Resources Group Inc				Change Order Proposal				2		Date: 7/16/19			
Name of Project:				Dutch Jakes Park Renovation									
ITEM	DESCRIPTION	QUANT	U/M	UNIT PRICE				LABOR	MATERIAL	EQUIP	SUBS	TOTAL	
				Labor	Matl	Equip	Subs						
1	P.M. Hours for C.O. Preparation	8	HR	\$59.00	\$0.00	\$0.00	\$0.00	\$472.00	\$0.00	\$0.00	\$0.00	\$474.40	
2	ERRG labor to prep for new curb	32	HR	\$56.00	\$0.00	\$0.00	\$0.00	\$1,792.00	\$0.00	\$0.00	\$0.00	\$1,792.00	
3	Install of new curb by Five Star Concrete	148	EA	\$0.00	\$0.00	\$0.00	\$26.00	\$0.00	\$0.00	\$0.00	\$26.00	\$3,848.00	
4	Disposal of Additional Curb	1	EA	\$0.00	\$0.00	\$0.00	\$108.00	\$0.00	\$0.00	\$0.00	\$108.00	\$108.00	
5	Excavator and Operator Labor Removing Additional Curb	4	HR	\$75.00	\$0.00	\$125.00	\$0.00	\$75.00	\$0.00	\$125.00	\$0.00	\$800.00	
6													
7													
SUBTOTAL								\$2,339.00	\$0.00	\$125.00	\$134.00	\$7,022.40	
A & E Design				0.00%								\$0.00	
Sales Tax				0.00%				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Overhead and Fee - Labor				29.00%				\$678.31				\$678.31	
Overhead and Fee - Equipment, Materials, Subs				15.00%					\$0.00	\$18.75	\$20.10	\$38.85	
SUBTOTAL												\$7,740	
B & O Taxes				0.484%								\$37.46	
Bond & Insurance				4.00%								\$309.58	
TOTAL COST PROPOSAL												\$8,087	
<p>Change Order Proposal For: Additional Type A curb in response to RFI #1 dated 9 July 2019. The curbing in question lies along the full length of Chestnut St. around Broadway on the North end of the park and around to College St on the South end of the park. - a total of 351' of curbing. The contractor is responsible for 64' at the North end, 12' of existing approach (Note #15 Sheet L-2) in the middle of the park and 25' for a new ADA curb at the South end of the park. The contractor was able to salvage 102' of existing curb which leaves a balance of 148' of curb which is to be included in this change order.</p>													
Prepared By:			Ron R Marsh			Approved By:							



351' curb in question

In original contract
- 101' total

Salvaged - 102'
(Approx location)

A

CONSTRUCTION PLAN - BASE BID



TICKETING SERVICES AGREEMENT

Background

- RFP Issued for Concert Production and Ticketing Services (June 2018)
- AXS Group, LLC. selected by the committee based on value, services available and considerations to City.
- Ticketing Partnership: City that allow us to use the AXS.com ticketing platform for Pavilion and park ticket events.

Contract Overview

1. Term: Five (5) Years - Three (3) Years + Two (2) Year Optional Period
2. Exclusive Ticketing Provider (RFP / Pavilion Events Only)
3. White Label Ticketing Platform (website Branded Riverfront Park or Pavilion)
4. Includes all Box Office Ticketing Hardware - ticket scanners, PCs and printers
5. Riverfront receives a \$2 per ticket sold rebate on AEG concerts | \$40,000/contract year
6. Park will have a dedicated ticketing manager who adds event details –such as ticket prices, presale offers, on sale dates, into the ticketing system.
7. Riverfront responsible for on-site ticketing operations and staffing the box office.

Benefits

- Customer Support – Seven Days Week (6am – 8pm PST)
- Flash Seats – Paperless Tickets
- Customer information available for cross promotions, add parking, dinner, VIP experiences, etc.
- Branded landing page
- Riverfront responsible for the customer experience

AXS Service Fee Breakout

		Service Fee	WEB		
From	To		CC	SPKN	AXS
\$ -	\$ -				
\$ 0.01	\$ 10.00	\$ 2.00	\$ 0.25	\$0.25	\$1.50
\$ 10.01	\$ 14.99	\$ 2.95	\$ 0.45	\$1.00	\$1.50
\$ 15.00	\$ 19.99	\$ 3.90	\$ 0.65	\$1.25	\$2.00
\$ 20.00	\$ 24.99	\$ 4.80	\$ 0.80	\$2.00	\$2.00
\$ 25.00	\$ 34.99	\$ 5.55	\$ 1.05	\$2.00	\$2.50
\$ 35.00	\$ 44.99	\$ 6.35	\$ 1.35	\$2.00	\$3.00
\$ 45.00	\$ 54.99	\$ 7.20	\$ 1.70	\$2.00	\$3.50



TICKETING SERVICES AGREEMENT

This Ticketing Services Agreement (this "Agreement") is entered into as of July 1, 2019 (the "Effective Date"), by and between AXS Group LLC, a Delaware limited liability company ("AXS") and the City of Spokane, a Washington state municipality ("Client") (each of AXS and Client may also be referred to herein as a "Party"), with reference to the following facts:

WHEREAS, AXS, through itself and its affiliated companies owns and operates proprietary, web-based electronic ticketing systems and applications and systems for the original sale, issuance, resale and/or transfer of tickets to entertainment and sporting events and other rights associated with such events, including but not limited to axs.com (and any successor websites or country specific variations thereof, as well as related mobile platforms) and operation of the AXS Official Resale marketplace which facilitates the creation of a proprietary, branded and controlled resale marketplace ("AXS Official Resale"); and in connection therewith AXS collects and analyzes consumer data, conducts consumer marketing activities, and provides other services in support of the foregoing (collectively, the "AXS Platform"); and

WHEREAS, Client desires to utilize the AXS Platform in connection with ticketing operations and to engage AXS as its agent for providing ticketing and other services to the public with respect to all concerts and other entertainment events (the "Events") which take place at Riverfront Park, including but not limited to the structure known as US Pavilion, Spokane, Washington 99202 (collectively the "Venue"), on the terms and conditions set forth herein. The term "Events" shall include events presented at the Venue by AEG Presents Northwest LLC ("AEG") or other third party promoters (each, a "Promoter") (and such Events may be referred to herein as "Promoter Events") as well as any non-Promoter Events presented at the Venue by Client ("Client Events"), unless specifically stated otherwise herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a three (3) year term (the "Initial Term"). Upon conclusion of the Initial Term, the term will extend for an additional two (2) calendar years, subject to such City approvals, on the same terms and conditions as set forth herein. The Initial Term and the Option Period (if any) are referred to collectively as the "Term". In the event that Client

is required to conduct an RFP for ticketing services after the end of the Term, Client shall provide AXS with an opportunity to participate in such RFP process. After the expiration of the Term, the parties shall cooperate in order to ensure that full settlement of all ticket proceeds has occurred, and all equipment, as provided pursuant to Exhibit A of this Agreement or any subsequent amendment, has been returned to AXS.

2. Ticket Sales Rights. During the Term, AXS shall serve as Client's sole and exclusive provider of primary and resale ticketing software sales and services with respect to all Events at the Venues. AXS shall have the sole and exclusive right to sell all tickets via any means (now known or to be discovered) in connection with all Events, in exchange for the fees as detailed in Exhibit A. Client shall place the entire manifest of tickets on the AXS Platform for all Events, all of which shall be offered via a white label site branded for the Client and/or Venue and www.axs.com. In connection with the sale, resale or issuance of tickets, Client will not endorse, support, integrate with, promote, receive revenue or any other compensation from or authorize the use of, any third party Internet site related to the sale of tickets, ticketing company, or software system related to the sale of tickets for Events. Client will use its reasonable best efforts to not sell tickets to any person or entity that Client believes will re-sell tickets to Events contrary to the intention of this Agreement. For example, sales to brokers shall not be permitted without the consent of AXS and the payment to AXS of required per ticket fees as detailed in Exhibit A of this Agreement.

3. License to Client; AXS IP Rights. AXS hereby grants Client a limited, non-exclusive, non-transferable license to access and use the AXS Platform and Hardware (as listed in Exhibit A) solely for Client's internal business use, throughout the Term. AXS and its licensors reserve all rights and licenses in and to the AXS Platform not expressly granted to Client under this Agreement. All intellectual property and proprietary rights as may be developed and/or provided by AXS to Client in connection with the AXS Platform and/or Services pursuant to this Agreement (the "AXS IP"), shall be and remain the property of AXS and its licensors and no portion thereof may be used, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of Client, its employees or agents, except as expressly provided in this Agreement.

4. Accounting Procedures and Settlement.

A) AXS shall collect all proceeds from the sale of tickets to Events made on AXS channels via AXS's merchant accounts and deposit all such proceeds, including any applicable sales taxes, into an account maintained by AXS, and shall be entitled to deduct any credit card processing fees or other fees due to AXS from Client or a Promoter prior to disbursing the Client Fee and the remaining net ticket proceeds (each, a "Settlement Payment") in the manner described below.

B) Sales Taxes. For all primary market ticket sales, Client is responsible for the accurate rate programming for sales and other applicable tax collection on tickets and any related fees sold on the AXS Platform. Any taxes collected as part of primary ticket

sales using AXS merchant accounts will be remitted as part of the Settlement Payment and will be the responsibility of the Client to file and remit timely with the applicable taxing authorities. Client may direct AXS to remit taxes collected to Promoters at its discretion. For AXS Official Resale transactions, AXS will be responsible for all tax programming, collection, filing and remittance of sales and other taxes collected to the applicable taxing authorities, including the State of Washington or other taxing authority with jurisdiction over the Event.

(C) Client Events. For Client Events, AXS shall make Settlement Payments to Client via ACH every Thursday, to the account designated by Client to AXS in writing, with respect to Client Events which took place during the previous Monday through Sunday.

(D) Promoter Events. For Promoter Events, AXS shall make Settlement Payments to the applicable Promoter designated by Client for such Promoter Event, via ACH in accordance with the pre-arranged payment schedule and terms between AXS and the Promoter, provided, however, that Client shall in any case receive an amount equal to the Client Fee for each Promoter Event ticket sold via AXS channels, either (i) directly from AXS, or (ii) from the applicable Promoter if Client and the applicable Promoter direct AXS to remit it to the Promoter who will then remit it to Client.

(E) Reports. AXS will provide Client with online access to reports summarizing all applicable account activity.

(F) Refunds – AXS Channels. For sales of tickets to events made on AXS Channels through AXS's merchant account, Client or Promoter (as applicable, as to their respective Events) may authorize AXS to grant refunds on a case by case basis. If an Event is canceled and not rescheduled, then AXS shall issue refunds with respect to such transactions, and AXS shall deduct the amounts of such refunds and related chargebacks from the next Settlement Payment (whether to Client or Promoter). If the ticket proceeds are insufficient to cover the refunds or if an Event has been cancelled, (i) Client or Promoter shall immediately electronically deliver sufficient funds for AXS to make such refunds, into an account specified by AXS not later than two (2) business days after receipt of AXS's invoice therefore, or (ii) such amounts shall be deducted from the next Settlement Payment(s) until fully repaid. AXS shall have no obligation to make any such refunds unless AXS has retained and/or is provided with sufficient funds to make such refunds and shall proceed under option (ii) of this Section at its sole discretion. In addition, if such amount required for refunds is not timely received by AXS, AXS may, in its sole discretion, withhold payment of all refunds until it has received such invoiced amounts from Client or the applicable Promoter. AXS will make such refunds for a period of thirty (30) days after the date upon which AXS is in possession of the required funds. After such thirty-day period, Client or the applicable Promoter shall be solely responsible for making all refunds and AXS shall have no further responsibility to make refunds with respect to the cancelled Event and shall have no liability whatsoever with respect thereto. AXS shall be entitled to all credit card fees incurred by AXS in connection with the cancelled Event in the event that an AXS merchant account was used for such Event, with such reimbursement either being paid by Client or the applicable Promoter

immediately upon invoice or, at AXS' sole discretion, such reimbursement amount being deducted from monies owed to Client or Promoter under the next settlement periods.

(e) Refunds – Client Channels. For sales of tickets to Events that later get cancelled that were made on Client channels through Client's merchant account (i.e. sales made directly by Client from the Platform or via the Venue box office), Client shall be solely responsible for effecting the payment of refunds to purchasers.

5. Data.

(a) Purchaser Data. Client and AXS shall jointly own all data (i) provided by users of the AXS Platform for Events at the time that such users purchase tickets to Events (the "Ticket Purchasers"), including but not limited to, names, email addresses, phone numbers, profile information, purchasing history, and other marketing or identifying information (including demographic information gathered and/or provided by third parties, including for example, Experian), so long as the Ticket Purchaser has consented to the collection and use of such information; and (ii) such other data regarding the Events as may be collected by AXS in the performance for Client of the Services (collectively, the "Purchaser Data"). Client grants to AXS a perpetual, worldwide, fully paid-up, non-exclusive right and license to use, analyze, modify, and copy the Purchaser Data for any lawful purpose deemed appropriate by AXS, including using such information for marketing and/or analytical purposes; to disclose to third parties de-identified or aggregated Purchaser Data; and to use all Purchaser Data for the purpose of providing AXS ticketing services (such as displaying ticketing purchase and transfer history) to such Ticket Purchasers, whether pursuant to this Agreement or otherwise. AXS grants to Client a perpetual, worldwide, fully paid-up, non-exclusive right and license to use, analyze, modify, and copy the Purchaser Data for any lawful purpose deemed appropriate by Client, including using such information for marketing and/or analytical purposes; to disclose to third parties de-identified or aggregated Purchaser Data; and to use all Purchaser Data for providing any services to such Ticket Purchasers, whether pursuant to this Agreement or otherwise. Client and AXS agree to collect, hold and use such information in compliance with all applicable laws and in accordance with applicable privacy policies. Each of Client and AXS agrees to indemnify and hold harmless the other party, and their affiliates, officers, directors, agents and employees from and against any claim or lawsuit arising out of, or relating to the use of, Purchaser Data by the indemnifying party. This Section 5(a) shall survive the termination of this Agreement. To the extent that Purchaser Data is a public record under Washington State law, such Data will be provided upon request to anyone who requests the Data.

(b) Event Data. Client will furnish to AXS or enter into the electronic AXS Platform, as the case may be, all necessary information and proposed arrangement of the Venue for each Event, including seating layout, ticket prices and structure, permissible discounts, ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as AXS may reasonably request or that may be necessary for the proper sale of tickets through the AXS Platform (collectively, "Event Data"). Included in such information will be Client's prepared disclaimer respecting refunds, Client's assumption

of risk of injury and such other relevant information, as Client and AXS deem appropriate. Such Event Data shall be provided to AXS sufficiently in advance of any on-sale date or ticket sales for each Event, whether AXS or Client is handling event creation (as detailed in Exhibit A). Client promptly will reimburse AXS for any additional costs it incurs as a result of changes made to this information after tickets for the applicable Event have been sold. Client shall be responsible for monitoring and assuring that Event Data or any other information posted by Client and/or AXS (including its assigns or designees) in connection with any Event(s) and/or the Services is accurate and up-to-date. Client acknowledges that AXS (and its assigns and/or designees) shall be entitled to rely on information posted by and/or approved by Client. Notwithstanding anything in this Agreement to the contrary, AXS will have no liability to Client under this Agreement for any act or omission by AXS in reliance on any Event Data so furnished by Client or in the event of any delay or failure by Client to so furnish any Event Data.

6. Representations and Warranties.

(a) Each of AXS and Client represent, warrant, and covenant to the other that: (i) it has the right and power to enter into this Agreement, to grant the rights hereunder, and to perform all terms hereof; (ii) it is duly organized and in good standing under the laws of its state of organization; (iii) the entering into and performance of this Agreement will not violate any judgment, order, law, contract, regulation, or agreement applicable to such party or violate the rights of any third party, or result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) the individual executing this Agreement, and whose signature appears below is duly authorized to execute this Agreement; and (v) it has been advised of its right to seek legal counsel of its own choosing in connection with the negotiation and execution of this Agreement.

(b) Client represents and warrants that it has the exclusive right to sell tickets as the owner (or owner's designee) of the Events, and to grant AXS the exclusive right to sell tickets in connection with Events as provided in Section 2 above.

(c) Each party will comply with all laws, rules and regulations ("Laws") applicable to such party in any country in which they do business under this Agreement, including but not limited to such Laws as they may relate to collection, use or storage of data. Client shall be solely responsible for compliance with all Laws with respect to Events.

7. Disclaimer. Client agrees that, except as set forth in this Agreement, Client's and its ticket purchasers' use of the services and the AXS IP are provided on an "AS IS," "AS AVAILABLE" basis without any warranties of any kind, whether express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose by Client or its ticket purchasers.

8. Limitation of Liability. Neither party shall be liable to the other party for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement or the operation of use of the AXS IP or the services. Nothing herein shall limit the ability of either party to obtain actual damages from the other upon the

occurrence of a default following applicable cure periods. Neither party shall be liable to the other for (a) damages (regardless of their nature) for any delay or failure by such party to perform its obligations under this Agreement due to a Force Majeure event as defined in Section 10 (b) below); or (b) claims made of a subject of a legal proceeding against AXS more than one year after any such cause of action first arose.

9. Address for Notices. All notices and other communications required hereunder shall be made in writing and delivered to the following: physical addresses with a corresponding email to the following email addresses:

If notice to AXS:

AXS Group LLC

425 W. 11th Street

Los Angeles, CA 90015

ATTN: Tom Andrus (tandrus@axs.com), and
Victoria von Szeliski (vvonszeliski@axs.com)

If notice to Client: City of Spokane Parks & Recreation

808 W. Spokane Falls Blvd.

Spokane, WA 99201

ATTN: Amy Lindsey alindsey@spokanecity.org

10. Termination.

(a) Termination for Breach. Except as otherwise contemplated herein, either Party shall have the right to terminate this Agreement if the other Party commits any material or repeated breach of any of the provisions of this Agreement and (in the case of a breach which is capable of remedy) fails to remedy the same within thirty (30) days after receipt of written notice from the other Party giving full particulars of the breach and requiring it to be so remedied (provided if the default cannot be reasonably cured within such thirty (30) days, the breaching Party shall not be in default if such breaching Party commences efforts to cure such breach within such thirty (30) day period and thereafter diligently and in good faith continues to cure the default); provided that neither Party may terminate this Agreement if the terminating Party is at the time in material breach of any of the provisions of this Agreement (other than as caused by the other party's material breach).

(b) Extension of Term for Force Majeure. In the event of a Force Majeure event, the Term of the Agreement will be extended by the period of time that such Force Majeure Event results in the failure or delay of such Party in the performance of any obligation under this Agreement or by an amount of time equal to the time that Events was not capable of being scheduled or presented at the Venue as a result of such Force Majeure event.

(c) Termination for Insolvency. AXS or Client (the "Insolvent Party") shall provide immediate written notice to the other Party in the event that any insolvency,

assignment for the benefit of creditors, bankruptcy or similar proceedings are instituted by or against such Insolvent Party. If such proceedings remain undismissed for a period of thirty (30) days after such institution, the other Party may immediately terminate this Agreement by written notice to the Insolvent Party.

(d) Survival. The Parties' rights and obligations which, by their nature, would continue beyond termination, cancellation or expiration of this Agreement, including, without limitation, confidentiality provisions, product warranties and governing law, shall survive any such termination, expiration or cancellation. The rights and remedies provided in this paragraph shall be cumulative and not exclusive of any rights or remedies provided by applicable laws. Any termination of this Agreement shall not affect any right or claim hereunder that arises prior to such termination, which claims and rights shall survive any such termination.

11. Miscellaneous Provisions.

(a) Waiver. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.

(b) Identification as Client. Subject to prior written approval of Client as to form and content, AXS may use the name of and identity of Client as an AXS customer in advertising, publicity or similar materials distributed or displayed to prospective customers or others.

(c) Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

(d) Assignment. This Agreement shall be binding upon and shall inure to the benefit of AXS and Client and their respective permitted successors and assigns. Neither party may assign, convey, or transfer any interest in any or all of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that such consent shall not be required (i) in the case of a collateral assignment to a lender, (ii) in the case of an assignment to any purchaser successor-in-interest which acquires a party and is capable of performing all obligations of the assignor hereunder, throughout the Term, (iii) in the case of an assignment by Client of its interest in this Agreement in connection with a sale of the Venue, or (iv) in the case of an assignment of its interest in this Agreement to a manager or an operator of the Venue, provided such manager or operator is capable of performing all obligations of assignor under this Agreement.

(e) Entire Agreement; Amendments. This Agreement and the Exhibit A attached hereto comprises the entire agreement between the parties and may not be

modified or amended except by written instrument signed by authorized representatives of the parties.

(f) Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the principles of conflict of law. Other than any claim for equitable or injunctive relief, which shall only be brought in a District Court in Los Angeles County, California, all other claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be decided by binding arbitration before one mutually agreed upon neutral arbitrator in Los Angeles, California in accordance with the Comprehensive Commercial Arbitration Rules of JAMS then in effect. Each party shall bear its own costs in connection therewith except that the prevailing party shall be entitled to recover, and the arbitrator shall be empowered to award, costs and reasonable attorneys' fees to the prevailing party.

(g) Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of a party that result in the failure or delay of a party in the performance of any obligation under this Agreement, that include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, pandemic outbreak, war or civil disturbance, strikes or other labor unrests, embargoes, and other governmental actions or regulations that would prohibit either Party from performing any of its obligations hereunder, delays in transportation and inability to obtain necessary labor, supplies, or manufacturing facilities. Neither party shall be liable or deemed in default as a result of any delay or failure in performance of this Agreement resulting from a Force Majeure event, but only for so long as such delay shall continue to prevent performance. In addition, when an Event or other use of the Events is prevented by operation of law, or if the Events does not take place because of the occurrence of a Force Majeure event that prevents the performance under this Agreement by AXS or Client of a material obligation under this Agreement, Client and AXS agree that each party shall be due any and all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time performance is excused.

(h) Electronic Signature; Counterparts. This Agreement, and any other documents requiring a signature hereunder, may be executed via fax, email, or other electronic means, and in one or more counterparts, each of which will constitute an original.

12. Insurance. During the Term, each Party shall maintain in force at its own expense, as the named insured, each insurance policy noted below. Self-insurance in the amounts and types described below shall satisfy this requirement.

(a) Worker's Compensation Insurance. Workers compensation insurance coverage in the amount required by statute and employee liability insurance in an amount of not less than \$1,000,000; and

(b) General Liability Insurance. Customary commercial general liability insurance policy, on an occurrence basis, with a combined single limit of not less than \$1,000,000

each occurrence and \$2,000,000 in the aggregate (covering bodily injury, advertisement injury and property damage).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

AXS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

WA. UBI No. City of Spokane Business
Endorsement No.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certificate Regarding Debarment

Attachment B – RFP Response

Attachment C – Fees and Service Details

EXHIBIT C

FEES AND SERVICES DETAILS

1. Per Ticket Fees. In consultation with Client (and Promoter, if applicable), AXS shall designate the per ticket convenience charge to be assessed to consumers on AXS sales channels in advance of the on sale of each Event, taking into account Event type, regional and other market conditions, face value of tickets, and other factors customarily reviewed in connection with setting up sales of tickets to an Event. AXS shall pay Client a per Ticket Fee out of the per ticket convenience charges that are assessed to consumers on sales of tickets to Events made on AXS Channels, in the amount of \$2.00 per Ticket (each, the "Client Fee"), to be disbursed consistent with Section 4 of the Agreement.

Notwithstanding the above, Client shall have the ability to deliver internal and complimentary tickets (i.e. tickets with zero face value) for Events at no charge, provided that if Client sells or distributes such tickets through any channel or partner for value or sells or provides such tickets for resale, then the appropriate per ticket AXS Fee shall apply. Notwithstanding anything herein, Client and AXS agree that Client shall not ticket Events that are offered to the public free of charge unless mutually agreed at a reasonable time prior to such Events being offered.

2. Per Order Delivery and Handling Fees. AXS shall charge the following per order amounts for handling and delivery of tickets:

Mobile Delivery (Flash/AXS ID): \$0.00

Standard Mail: \$15.00 per order

Will Call: \$6.00 per order

Flash/AXS ID shall be the only free, and only electronic, form of delivery of tickets to Events.

3. Credit Card Processing.

(a) Sales Made by AXS. All AXS channel sales (Internet, mobile and call center (if applicable)) will be processed via an AXS merchant account owned by AXS. AXS will provide Client with credit card processing and chargeback services, for a fee equal to 3% of the gross transaction value, which is calculated and deducted prior to remitting the Settlement Payments, as described in Section 4 of the Agreement. This processing fee includes merchant bank fees, processing, gateway fees, chargeback challenge administration or any other fee associated with the merchant account or processing of credit card payments. AXS will dispute chargebacks and assume risk on chargebacks sold via the AXS merchant account.

(b) Sales Made by Client at Venue. All Client sales (at-Venue or box office sales) will be processed by Client via a merchant account owned by Client. Client shall therefore be responsible for any credit card fees and chargebacks related to sales via its merchant account as applicable.

(c) AXS Fees for sales at Venue. AXS Fees as detailed in Section 1 above shall be due to AXS on all ticket sales made on the Platform through Client's merchant account, which AXS may offset via any amounts due to Client, consistent with Section 4(a) of this Agreement.

4. AXS Ticketing Technology. AXS ticketing software and technology that shall be included within the AXS Platform includes, but is not limited to, features such as self-serve inventory management tools and point of sale support and integration. More specifically, the AXS Platform includes:

- Tickets to Events can be made available for sale to the general public on the AXS Platform (i.e. the Platform is capable of "primary" market ticketing sales);
- Tickets to Events can be posted for resale, and the primary and resale tickets can be made available in a "Co-mingled" marketplace;
- Access to the both a Web-based electronic ticketing system for original sales of tickets to Events and a PC-based ticket selling system designed for use in box offices; and
- Client shall receive the number of end-user licenses reasonably necessary in order to provide use of the AXS Platform during the Term in accordance with the terms and conditions hereof.

5. AXS Anywhere Discovery and Distribution Program. Client may choose to allocate primary market tickets through any of AXS' third party distribution partners, such as Groupon and Goldstar (each, a "Distribution Partner"). Upon receipt of written direction from Client, AXS shall provide the appropriate Distribution Partner access to an AXS system API for the relevant Event(s) at no cost to Client (though AXS reserves the right to charge the Distribution Partner or any relevant third party negotiated amounts for such access). AXS shall be due the per ticket AXS fees for any ticket sold by any Distribution Partners and such ticket shall also be subject to any separate terms negotiated between AXS and the applicable Distribution Partner(s).

6. AXS Marketing Support. AXS will provide the following additional marketing support, at standard market rates, to Client:

- AXS Discovery partnerships, including but not limited to, Spotify, Facebook, Songkick, Bandsintown and YouTube, expanding consumers' ability to find the Events;
- Client branded purchase experience that integrates primary and resale inventory;
- Events will be featured on AXS.com;
- Various detail pages (event, venue, promote, etc.) will promote Events and available ticketing options; and
- Client will receive AXS.com database marketing support in Spokane and surrounding areas.

7. Set-Up/Conversion/Training/Support/Upgrades. The AXS setup fee will be waived for Client. Training and support will be provided at no cost to Client, including remote tech and IT support. System upgrades that are generally made available to all AXS clients will be made available to Client at no cost.

8. AXS Call Center. AXS will provide consumer facing call center services for sales of Client's Event tickets at no cost to Client (other than the per ticket and per order fees described above which are passed on to consumer). AXS' consumer call center is open seven days a week from 9:00am – 11:00pm (EST).

9. Box Offices & Connectivity/Equipment. Client is fully responsible for staffing to operate the box offices and on-site locations. Client shall have the option to request AXS to provide staffing, on either an on-going or one-off/Event specific capacity, subject to mutual agreement as to terms and costs (inclusive of travel, staffing, per diems, etc.) and fees to be payable to AXS, prior to AXS commencing such services. AXS agrees that it shall not charge Client more than the rates charged to other comparable clients for comparable events, as may be reasonably adjusted taking into account the services required, travel costs, labor costs, market conditions, etc. in comparable regions. In addition to staffing the box office(s), Client will be responsible for standard Internet connections to AXS and Wi-Fi connectivity for access control at its locations. AXS will provide the necessary equipment to Client to sufficiently equip two box office locations and manage access control during the term of agreement at no charge, including with PCs and monitors, ticket printers, credit card swipers and iTouch scanning devices, with exact numbers of such equipment to be determined by AXS in good faith. If additional equipment is required for special or unique Events or circumstances, costs for such additional equipment shall be determined by AXS in good faith. AXS will own the equipment and will be responsible for maintenance and upgrades of equipment. Client is responsible for any equipment damage due to its neglect.

10. Ticket Stock. AXS Branded ticket stock can be provided at no charge. Client is responsible for paying for Client branded ticket stock.

11. Implementation Support. AXS will designate an Implementation Lead and Account Manager at the onset of implementing Client onto the AXS Platform. For the initial three (3) months of implementation, weekly or bi-weekly meetings will be held to ensure a mutual exchange of information and efficient identification of issues and priorities. The AXS Implementation Lead, along with a designated AXS Account Manager, will:

- provide guidance, as requested, on best practices on the AXS Platform and the business operations of Client (if so desired);
- build initial "base" events from maps provided by Client, which Client will then validate for accuracy to be used as reference in subsequent event building process;

- work on the backend configuration of the client database and in some case, working in tandem with a representative from Client to validate configuration settings.
- manage the initial event creation, with Client responsible for subsequent setup of events;
- work with a representative from the Client to identify any customer, sales or payment data that is to be converted over to the AXS Platform from a previous provider.

The AXS IT and technical team will be responsible for the installation of any hardware, including AXS-provided box office equipment (for example, PCs, credit card readers, ticket printers) along with configuring and setting up access control system. AXS' IT team will also provide a training session to provide high level overview of several areas, including the installation of the AXS Platform, how to manage auto-updates to the AXS Platform as well as training on the AXS access control platform.

12. Optional Value Added Services. At Client's option, a new Client Website can be built by carbonhouse (an affiliate of AXS) and fully integrated with AXS.com for "publish once" functionality, with the cost of the initial building and ongoing monthly fee to be mutually negotiated. Additionally, at a cost and pace to be negotiated, AXS may offer or facilitate for Client the development of a mobile app, CRM programs, email marketing technology, analytics services and premium pricing services.

AXS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

WA. UBI No. City of Spokane Business
Endorsement No.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

2019-1100-203



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 18	Change Order Effective Date: 8/12/19 (date when executed by both parties)
Project: PAVILION DESIGN-BUILD PROJECT	Design-Builder's Project No: 172100
	Date of Agreement: APRIL 13, 2017
Owner: CITY OF SPOKANE - PARKS & RECREATION DIVISION	Design-Builder: GARCO CONSTRUCTION, INC.

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PAV	CO#9 Signage Credit	\$ (15,456)
Item 2	PAV	Seat Wall Configuration Design Costs	\$ 2,658
Item 3	PAV	Added Work to Install Hydrant at Washington	\$ 6,873
Item 4	PAV	Modify 2 nd Stage Power in Central Plaza	\$ 5,269
Item 5	PAV	Add Custom Vinyl Wall Covering with Graphics	\$ 30,298
Item 6	PAV	Modify Landscaping in Central Green & NE Entry	\$ 18,787
Item 7	PAV	Grade / Add Rock Walls for Sound Pad	\$ 7,372
Item 8	PAV	ReStripe Post Street	\$ 864
Item 9	PROM	New Blue Bridge Chain Link Handrail	\$ 81,104
Item 10	PROM	Unforeseen - Irrigation Leak on Centennial Trail	\$ 12,826
Item 11	PROM	Repair Damage from Existing Blue Bridge Water Line Leak	\$ 3,710
Item 12	PROM	Repair Blue Bridge South Abutment	\$ 1,713
		TOTAL AMOUNT	\$ 156,018

Original Contract Price:	\$	<u>14,500,000</u>	
Net Change by Previous Change Orders:	\$	<u>5,751,772</u>	
Net Change by GMP Amendment:	\$	<u>4,150,000</u>	
Net Change by Change Order No <u>18</u> :	\$	<u>156,018</u>	
New Contract Price:	\$		<u>24,557,790</u>

Original Contract Substantial Completion Date:		<u>May 30, 2019</u>
Adjustments by Previous Change Orders:	64	(calendar days)
Adjustments by Change Order No <u>18</u> :	0	(calendar days)
Revised Scheduled Substantial Completion Date for Site Only		<u>August 2, 2019</u>

By executing this Change Order, Owner and Design-BUILDER agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-BUILDER*, (2010 Edition).

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

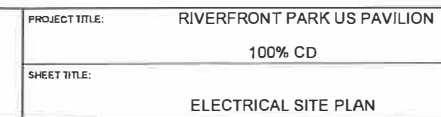
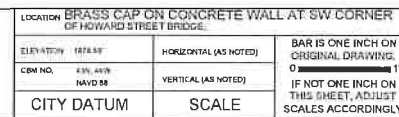
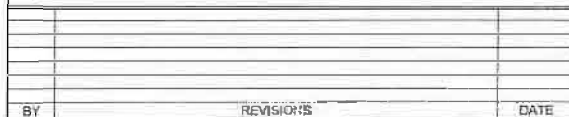
By: _____
Printed Name: _____
Title: _____
Date: _____



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS						
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL		
	PCE Rough-In For Signage Credit RFP # 10	1.0	LS				(4,771.00)	-	-	-	(4,771)	(4,771)		
	Garco Labor and Equipment for Excavation-1 operator and excavator for 2 weeks and a laborer for trenching and backfill	1.0	LS	(8,856)		(1,302)		(8,856)	-	(1,302)	-	(10,158)		
			LS					-	-	-	-	-		
			LS					-	-	-	-	-		
			LS					-	-	-	-	-		
			LS					-	-	-	-	-		
			LS					-	-	-	-	-		
			LS					-	-	-	-	-		
SUB-TOTALS								8,856	-	-	(4,771)	(14,929)		
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.					15.00% (of Labor, Material & Equip.)	
								OH&P: on Garco (as subcontractor) subcontracted work					4.00% (of Subcontract)	
								SUB-TOTAL					(15,120)	
Insurance								1.00% (of Subtotal)					(151)	
Bond Premium								0.75% (of Subtotal)					(113)	
								SUB-TOTAL					(15,384)	
B & O Tax								0.47% (of Subtotal)					(71)	
TOTAL - CHANGE ORDER REQUEST												\$ (15,456)		

SPECIFIC EXCLUSIONS:

1. WSST



OPR20170373	E1.01
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CURRENT EVENT DISPLAY MONITOR
REQUIRED IN THIS LOCATION.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.

FUTURE EVENT DISPLAY MONITOR
REQUIRED IN THIS EXTERIOR LOCATION.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.

Display
monitor
R.I. only

move this

FLOOR PLAN - WEST BLDG - NW - LOWER LEVEL - POWER
Scale 1/8" = 1'-0"

RIVERFRONT PARK
PAVILION SIGNAGE COORDINATION
SEPT 21, 2018
B. ELLISON
2 OF 3

100% CD



DIGITALLY SIGNED: —

TYPE OF IMPROVEMENT:	ARCHITECTURAL
CITY PURCHASING NUMBER	DRAWING NUMBER
OPR2017-0373	E3.01
DATE	REVISION NO.

BY	REVISIONS	DATE

NAC
ARCHITECTURE
nacarchitecture.com

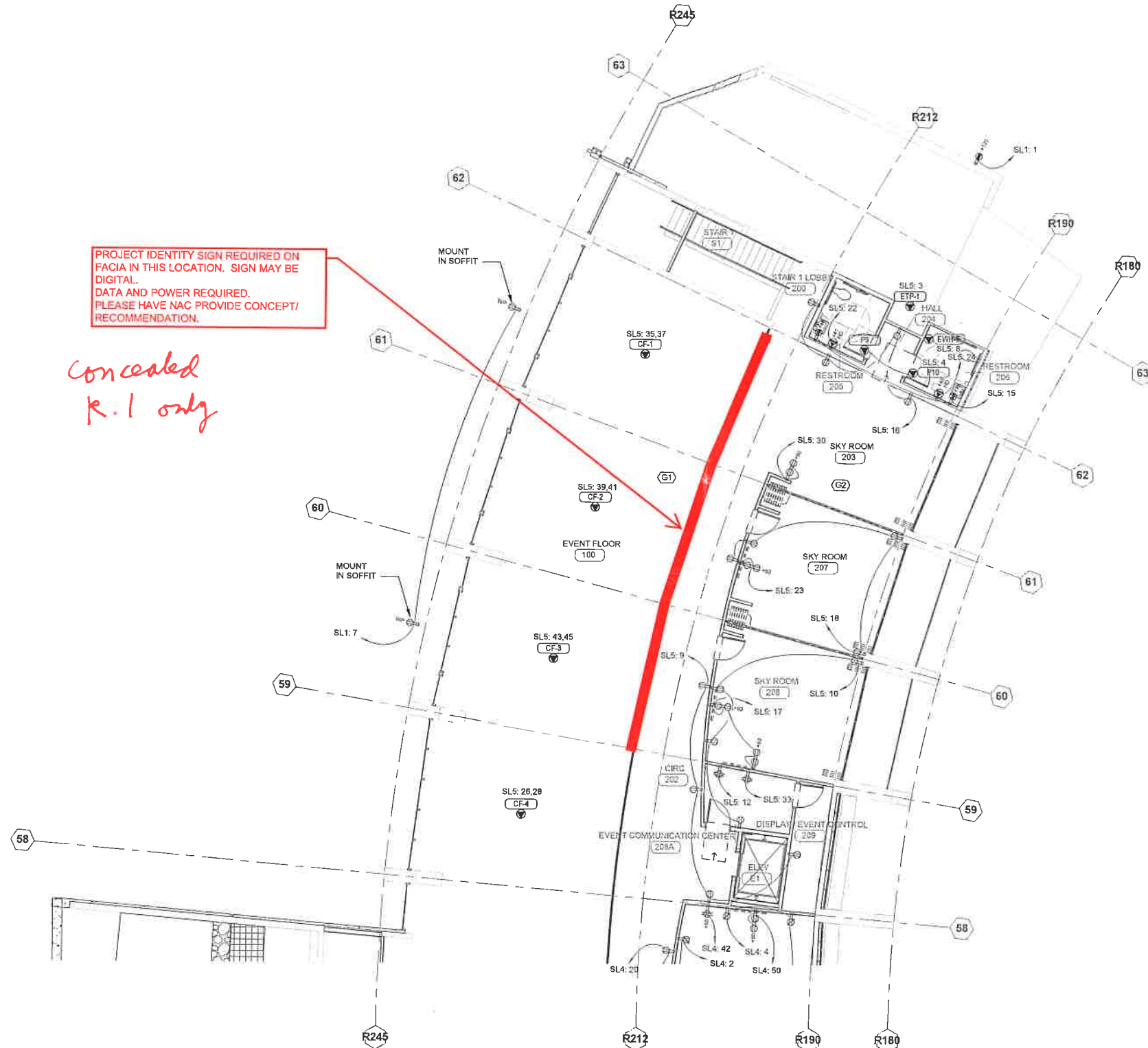
LOCATION	BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE.
ELEVATION	SEE 818
CITY DATUM	SCALE

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



CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6200

PROJECT TITLE:	RIVERFRONT PARK US PAVILION
	100% CD
SHEET TITLE:	FLOOR PLAN - WEST BLDG - NW - LOWER LEVEL - POWER



PROJECT IDENTITY SIGN REQUIRED ON
FACIA IN THIS LOCATION. SIGN MAY BE
DIGITAL.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.

concealed
R.I only

RIVERFRONT PARK
PAVILION SIGNAGE COORDINATION
SEPT 21, 2018
B. ELLISON
3 OF 3

FLOOR PLAN - WEST BLDG - NW - UPPER LEVEL - POWER
Scale 1/8" = 1'-0"

BY	REVISIONS	DATE

NAC
ARCHITECTURE
nacarchitecture.com

LOCATION BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE.	ELEVATION 1011.00	HORIZONTAL (AS NOTED)	VERTICAL (AS NOTED)
CITY DATUM	SCALE	SCALE	SCALE

DESIGNED YTD	CHECKED YTD	APPROVED JES
-----------------	----------------	-----------------

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 825-6200

PROJECT TITLE:	RIVERFRONT PARK US PAVILION
SHEET TITLE:	FLOOR PLAN - WEST BLDG - NW - UPPER LEVEL - POWER

PERMIT

DIGITALLY SIGNED: —

TYPE OF IMPROVEMENT:	ARCHITECTURAL
CITY PURCHASING NUMBER	DRAWING NUMBER
OPR2017-0373	E3.03



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 5/2/19
STREET 4114 E Broadway	JOB NAME RFP-10 Added sign rough in rev 2
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Rob Decker	PHONE: 509-535-4688

Josh,

Thank you for the opportunity to provide a proposal for the above mentioned project. As always, if I can provide any further information or clarification please do not hesitate to contact me.

General Inclusions

- Includes an empty 1" conduit for data per future sign.
- Includes an empty 1" power for power per sign.
- Includes credit for original mod033 (RFP-10)

General Exclusions

- Excavation
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Sales tax.
- Bond is available by request.
- All wire
- Sign conductors or termination. Raceway only is included.

Total Credit \$ -(4,772.00)

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date



3327 E. Olive, Spokane WA 99202
 (509) 535-8500, Ext 1016
 fax (509) 535-8598

DATE 2-May-19
 JOB RFP-10
 PROJECT Riverfront Park Pavilion

DESCRIPTION	AMT.	MTRL.	LABOR	MTRL. EXT.	LBR. EXT.	EXTENSION
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Orgional MOD033(CO#9)	-1	\$ 3,318.63	\$11,680.20	(\$3,318.63)	(\$11,680.20)	(\$14,998.83)
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
Rev MOD033	1	\$ 1,757.88	\$8,796.61	\$1,757.88	\$8,796.61	\$10,554.49
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
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		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL			\$0.00	(\$1,560.75)	(\$2,883.59)	(\$4,444.34)
						(46.7)

DIRECT JOB EXPENSES		
Truck/Trailer	All Terrain cart	Lifts
(\$144.18)	(\$24.64)	
SUPERVISION	Sm tools/Consum	PERMIT
	(\$100.93)	
HOUSE KEEPING	Safety	Large Tools
(\$28.84)	(\$28.84)	\$0.00

MATERIAL TOTAL	(\$1,560.75)
LABOR TOTAL	(\$2,883.59)
JOB EXPENSE	(\$327.42)
SUBTOTAL	(\$4,771.76)
OH & P	
TOTAL	(\$4,771.76)

DESCRIPTION OF WORK;

Job ID: JOB-2018-0007



Project: RFP-PAVILION CHANGE ORDERS STARTING 4/4/19

CO: CO-0006: RFP-10 signage revised

Summary by Item Number

2 May 2019 7:58:38

Item # Size	Description	Q/M	Quantity	U/M	Mat Result	Lab Result	Quo Result
1	TODDS CONSTRUCTIBILITY REVIEW	M	1.00		0.00	8.00	0.00
10002 1	GRC	M	80.00	FT	251.84	6.96	0.00
10055 1	EMT	M	640.00	FT	785.24	43.52	0.00
10549 1 1/2	CORED HOLE UP TO 8" D	M	2.00	EA	0.00	2.70	0.00
10561 1	CONDUIT CUT/THREAD/REAM	M	2.00	EA	0.00	0.50	0.00
20002 1	GRC FIELD-BEND	M	8.00	EA	0.00	8.80	0.00
20740 1	EMT FIELD-BEND	M	20.00	EA	0.00	9.60	0.00
20750 1	EMT 90-ELBOW	M	49.00	EA	169.85	15.19	0.00
30002 1	GRC/IMC COUPLING	M	2.00	EA	3.54	0.50	0.00
30190 1	GRC LB CONDUIT BODY	M	4.00	EA	74.57	4.00	0.00
30408 1	GRC CONDUIT BODY STEEL COVER	M	4.00	EA	27.01	0.18	0.00
30543 1	EMT STEEL-SS COUPLING	M	81.00	EA	34.75	5.67	0.00
30563 1	EMT STEEL-COMP COUPLING RT	M	32.00	EA	56.91	6.40	0.00
30669 1	EMT STEEL SS INS-THRT CONN	M	12.00	EA	4.14	1.80	0.00
30689 1	EMT STEEL COMP CONNECTOR RT	M	4.00	EA	5.55	1.72	0.00
40066 OUNCE	CUTTING OIL STEEL	M	0.04	OZ	0.01	0.00	0.00
40070 OUNCE	DEGREASING SPRAY	M	0.04	OZ	0.05	0.00	0.00
40141 1	GROUNDING BUSHING	M	4.00	EA	13.52	1.48	0.00
40234 1	PLASTIC BUSHING	M	20.00	EA	13.66	3.40	0.00
40257 1	LOCKNUT	M	8.00	EA	1.63	1.36	0.00
70221 8	BARE CU (SOL)	M	4.00	FT	1.12	0.06	0.00
100079 8	COPPER SPLIT BOLT	M	4.00	EA	20.61	2.48	0.00
100155 #12 SOL	8" PIGTAIL W/GRD SCREW	M	6.00	EA	4.33	0.48	0.00
100559 8	WIRE TERMINATION LBR	M	4.00	EA	0.00	1.00	0.00
150043 2-1/8"D	4"SQ 1"-KO NO BRKT	M	6.00	EA	6.14	2.10	0.00
150095	4"SQ BLANK COVER	M	6.00	EA	1.64	0.54	0.00
150572 2-5/8" DEEP 21.3-CI	1G ALUM WP BOX W/ 3 x 1"HUBS	M	2.00	EA	14.66	1.50	0.00
150597	4"ROUND BLANK COVER	M	2.00	EA	4.30	0.18	0.00
150673 2.69"D	1G FD MALLEABLE BOX 1 x 1"HUB	M	2.00	EA	87.58	2.10	0.00
160247 1/4 x 3 1/4"	PLTD WEDGE ANCHOR	M	12.00	EA	10.36	2.40	0.00
160393 1/4"	PLTD FLAT WASHER	M	6.00	EA	0.24	0.01	0.00
160785 1/4-20 x 1"	PLTD MACHINE SCREWS	M	6.00	EA	0.39	0.53	0.00
161236 3/16 x 1 1/2 - 3"	HAMMER DRILLED HOLE	M	12.00	EA	0.00	1.74	0.00
240302 1/4-20	STRUT CHNL TWIRL-NUT-ZN	M	6.00	EA	9.86	0.45	0.00
500195 1	ENCLOSURE HOLE PUNCH-STEEL	M	4.00	EA	0.00	1.20	0.00
630168 1	CABLE/CONDUIT 1-PIECE STRUT CLAMP	M	101.00	EA	154.37	3.79	0.00
Phase/Group totals:					1,757.88	142.34	0.00
Job totals:					1,757.88	142.34	0.00

Power City Electric, Inc

3327 E Olive Ave
Spokane, WA 99202

Phone: 509-535-8500

Web:



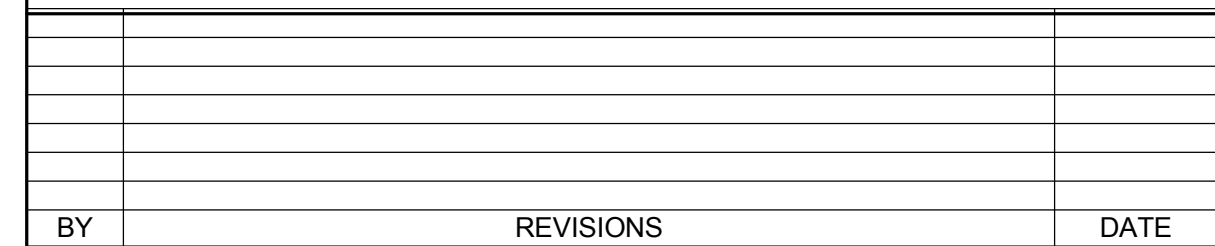
RIVERFRONT PARK MODERIZATION

Request for Proposal (RFP)


Project Name:	PAVILION	RFP No:	PAV 10
Project No.	SC6B0322000	Date:	9/25/18
Owner:	Spokane Parks & Recreation		
Contractor:	Garco Construction	Architect/Eng:	NAC/Berger/Jacobs

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments if applicable. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

Description: Provide pricing to design and install the signage noted on the attached Signage Coordination Drawings dated September 21, 2018. This is in addition to other signage noted in the review comments. Please note that the power and low voltage rough-in for the signage at the NE Entry was part of the Validation scope.



LOCATION BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE.		
ELEVATION	1878.66'	HORIZONTAL (AS NOTED)
CBM NO.	43N, 44W NAVD 88	VERTICAL (AS NOTED)
CITY DATUM	SCALE	

BAR IS ONE INCH ON ORIGINAL DRAWING.
0  1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



PROJECT TITLE:	RIVERFRONT PARK US PAVILION
	100% CD
SHEET TITLE:	ELECTRICAL SITE PLAN

UTILITY COMPANY CONTACTS	
<u>PHONE & FIBER SERVICE:</u>	
CENTURY LINK	
BRENT SMITH	
CUSTOMER PROJECT COORDINATOR	
509-540-5322	
BRENT.SMITH@CENTURYLINK.COM	
<u>POWER SERVICE:</u>	
AVISTA	
MIKE BOSSHARDT	
CUSTOMER PROJECT COORDINATOR	
509-495-2058	
MIKE.BOSSHARDT@AVISTACORP.COM	

SHEET ISSUE DATE: 07-02-2018

DIGITALLY SIGNED: --

TYPE OF IMPROVEMENT: ARCHITECTURAL

[illegible]

CITY PURCHASING NUMBER	DRAWING NUMBER
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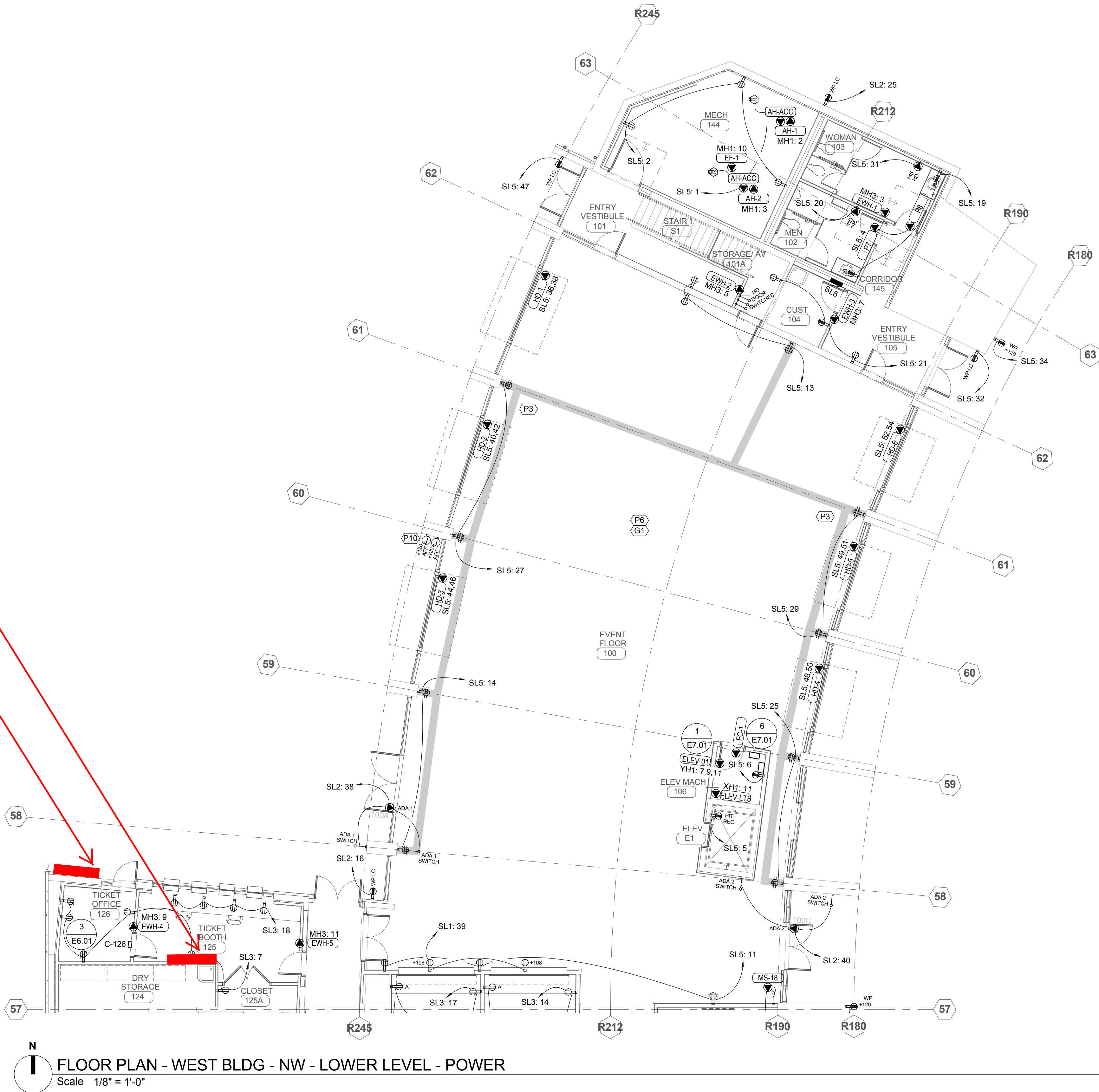
QPR2017-0373	E1.01
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OPR2017-0373	ET.01
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P#:	OF #	REVISION NO.:
-----	------	---------------

CURRENT EVENT DISPLAY MONITOR
REQUIRED IN THIS LOCATION.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.

FUTURE EVENT DISPLAY MONITOR
REQUIRED IN THIS EXTERIOR LOCATION.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.



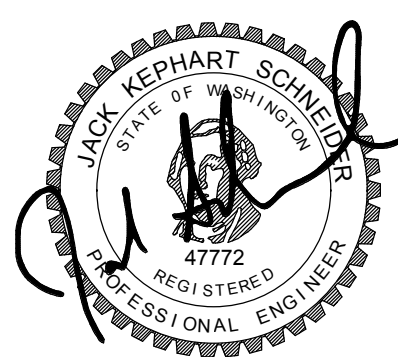
FLOOR PLAN - WEST BLDG - NW - LOWER LEVEL - POWER

Scale 1/8" = 1'-0"

RIVERFRONT PARK
PAVILION SIGNAGE COORDINATION

SEPT 21, 2018
B. ELLISON
2 OF 3

100% CD



SHEET ISSUE DATE: 07-02-2018

DIGITALLY SIGNED: --

TYPE OF IMPROVEMENT: ARCHITECTURAL

CITY PURCHASING NUMBER

OPR2017-0373

REVISION NO.

E3.01

NAC
ARCHITECTURE
nacarchitecture.com

LOCATION BRASS CAP ON CONCRETE WALL AT SW CORNER
OF HOWARD STREET BRIDGE

ELEVATION 1878.66'

CITY DATUM

SCALE

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

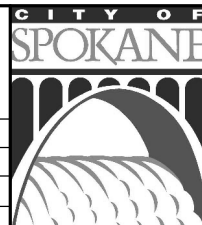
CURRENT DESIGN STANDARDS
CCS - ADOPTED 2/95

DRAWN VVO

DESIGNED NDO

CHECKED JKS

APPROVED JKS



CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION

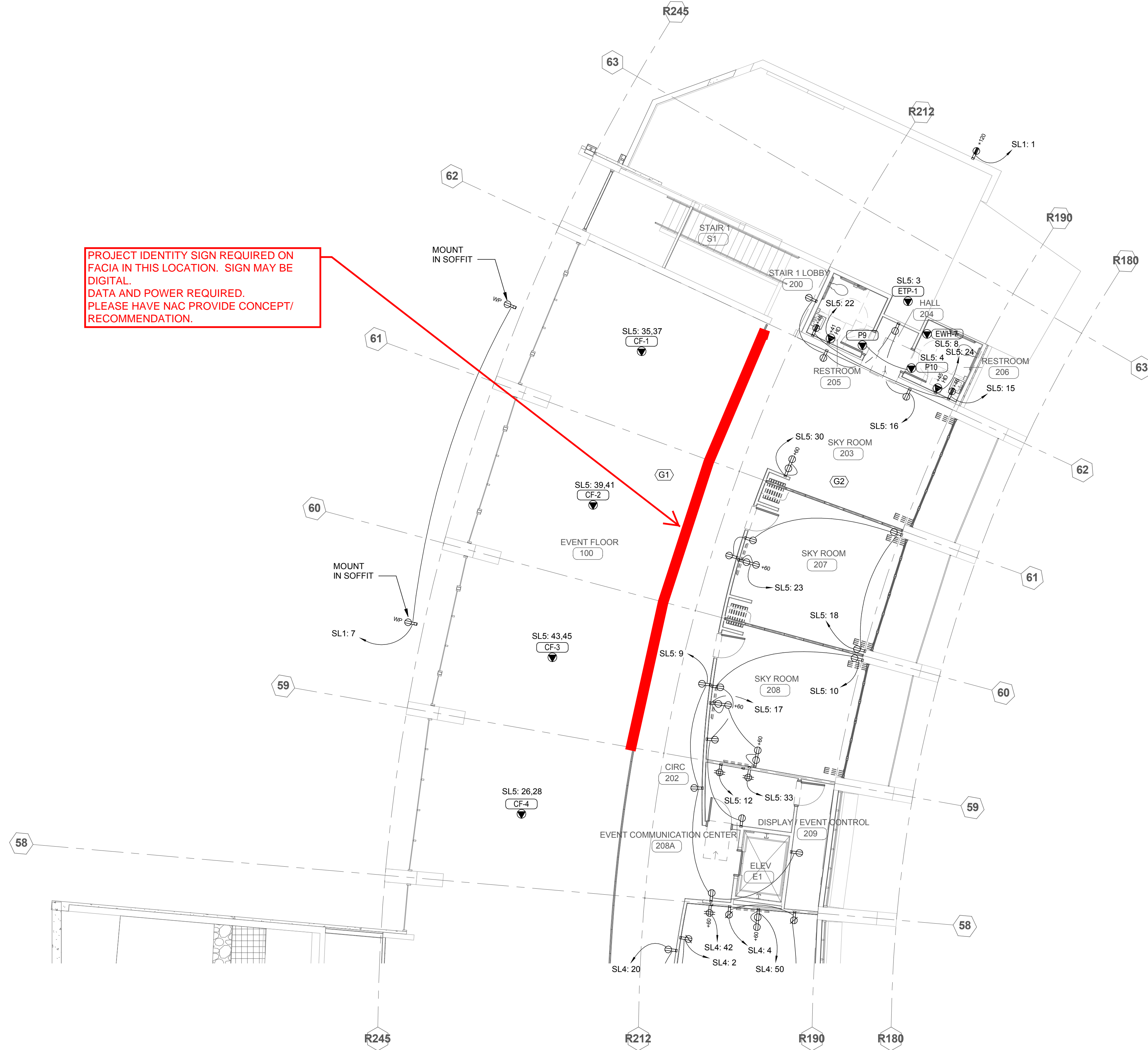
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6200

PROJECT TITLE: RIVERFRONT PARK US PAVILION

100% CD

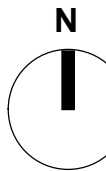
SHEET TITLE:

FLOOR PLAN - WEST BLDG - NW - LOWER LEVEL - POWER



PROJECT IDENTITY SIGN REQUIRED ON
FACIA IN THIS LOCATION. SIGN MAY BE
DIGITAL.
DATA AND POWER REQUIRED.
PLEASE HAVE NAC PROVIDE CONCEPT/
RECOMMENDATION.

RIVERFRONT PARK
PAVILION SIGNAGE COORDINATION
SEPT 21, 2018
B. ELLISON
3 OF 3



FLOOR PLAN - WEST BLDG - NW - UPPER LEVEL - POWER
Scale 1/8" = 1'-0"

BY	REVISIONS	DATE

NAC
ARCHITECTURE
nacarchitecture.com

LOCATION BRASS CAP ON CONCRETE WALL AT SW CORNER OF HOWARD STREET BRIDGE	
ELEVATION 1878.66'	HORIZONTAL (AS NOTED)
CBM NO. 43N, 44W NAVD 83	VERTICAL (AS NOTED)
CITY DATUM	SCALE

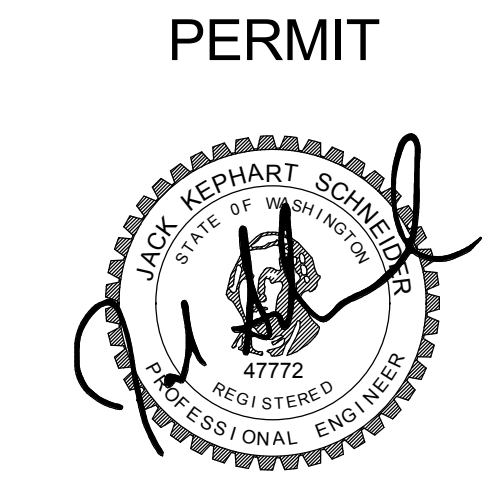
BAR IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

CURRENT DESIGN STANDARDS CCS - ADOPTED 2/95	
DRAWN WVO	DESIGNED NDO
CHECKED JKS	APPROVED JKS



CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6200

PROJECT TITLE:	RIVERFRONT PARK US PAVILION
	PERMIT
SHEET TITLE:	FLOOR PLAN - WEST BLDG - NW - UPPER LEVEL - POWER



SHEET ISSUE DATE 05-18-2018

DIGITALLY SIGNED: --	
TYPE OF IMPROVEMENT:	ARCHITECTURAL
CITY PURCHASING NUMBER	DRAWING NUMBER
OPR2017-0373	E3.03
PR: OF #	REVISION NO.

Riverfront Park Pavilion



Added Signage Locations at Pavilion
9-28-18

Garco Construction, Inc.

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Power City Electric (See attached Scope Breakdown)	1.0	LS				18,774	-	-	-	18,774	18,774
	NAC Electrical Design (ROM) Rough-In Only	1.0	LS				6,000	-	-	-	6,000	6,000
	Garco Labor and Equipment for Excavation - 1 operator and excavator for 2 weeks and a laborer for trenching & backfill	1.0	WK	8,856		1,302		8,856	-	1,302		10,158
SUB-TOTALS								8,856	-	1,302	24,774	34,932
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				1,524
								OH&P: on Garco (as subcontractor) subcontracted work				991
SUB-TOTAL											37,447	
Insurance								1.00% (of Subtotal)				374
Bond Premium								0.75% (of Subtotal)				281
SUB-TOTAL											38,102	
B & O Tax								0.47% (of Subtotal)				176
TOTAL - POTENTIAL CHANGE ORDER											\$ 38,278	

SPECIFIC EXCLUSIONS:

1. No Wire, Panel Upgrades or Signage is Included



Hill International

7/25/19

Pavilion – Rough In Signage Credit

Based on the original pricing in CO#9 and the revised scope - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead

RFP # 15 Seat Wall Configuration CO

8/1/2019

ITEM #2

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Berger Design Seat Wall Re-Configuration	1.0	LS				2,500.00	-	-	-	2,500	2,500
			LS					-	-	-		
SUB-TOTALS								-	-	-	2,500	2,500
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				-
								OH&P: on Garco (as subcontractor) subcontracted work				100
SUB-TOTAL											2,600	
Insurance								1.00% (of Subtotal)				26
Bond Premium								0.75% (of Subtotal)				20
SUB-TOTAL											2,646	
B & O Tax								0.47% (of Subtotal)				12
TOTAL - CHANGE ORDER REQUEST											\$ 2,658	

SPECIFIC EXCLUSIONS:

1. WSST

Mead, Lorraine

From: Keith Comes <kcomes@nacarchitecture.com>
Sent: Wednesday, July 3, 2019 10:50 AM
To: Robert Decker; Scott Battaglia
Cc: Matt Martenson; Rob Kuffel
Subject: RFP-15- PAV- Reconfigure Seat Walls-CO Status-190703

Rob Decker and Scott,

Rob Kuffel mentioned that there were questions about why we haven't billed for RFP 15 for \$2500 as noted in the Owner Cost Log. We are ready and eager to bill for this work, but haven't yet received a CO with RFP 15 included. We have only been billing for changes once they have been included in a CO issued by Garco. If we should do this differently please let me know. I'm sure Berger would like to have the CO issued soon, so they can bill for this effort. By the way, I had not been planning to add NAC mark-up this one.

Keith Comes AIA, LEED AP
NAC Architecture

From: Robert Decker <robertd@garco.com>
Sent: Monday, January 28, 2019 11:28 AM
To: Keith Comes <kcomes@nacarchitecture.com>
Cc: Matt Martenson <mattm@bergerpartnership.com>
Subject: RE: Pavilion Seatwall Comments

Keith,

Please proceed for an additional fee of \$2,500.

ROB DECKER
GARCO CONSTRUCTION | Project Manager
4114 East Broadway, Spokane WA 99202
o: (509) 535-4688 | d: (509) 232-1269
c: (509) 710-8114 | robertd@garco.com

From: Keith Comes <kcomes@nacarchitecture.com>
Sent: Sunday, January 27, 2019 10:55 PM
To: Robert Decker <robertd@garco.com>
Cc: Matt Martenson <mattm@bergerpartnership.com>; Robert Decker <robertd@garco.com>
Subject: Fw: Pavilion Seatwall Comments

Rob, please confirm that Berger is directed to proceed with approval of the additional fee of \$2500 as noted in the email below. Thanks!

Keith

Keith Comes, AIA, LEED AP

From: Robert Decker <robertd@garco.com>

Sent: Wednesday, January 23, 2019 11:23 AM

To: Matt Martenson

Cc: Scott Battaglia; Pete Madsen; Daniel Bennett; Rob Kuffel; Keith Comes

Subject: FW: Pavilion Seatwall Comments

Matt,

Please proceed with the design effort to implement the attached changes to the seat wall configuration.

ROB DECKER

GARCO CONSTRUCTION | Project Manager

4114 East Broadway, Spokane WA 99202

o: (509) 535-4688 | d: (509) 232-1269

c: (509) 710-8114 | robertd@garco.com

From: Mead, Lorraine <LorraineMead@hillintl.com>

Sent: Wednesday, January 23, 2019 10:10 AM

To: Robert Decker <robertd@garco.com>

Cc: Matt Martenson <mattm@bergerpartnership.com>; Pete Madsen <pete@garco.com>; Jeremy Sweatt <jeremys@garco.com>; Scott Battaglia <scottb@garco.com>; Daniel Bennett <danielb@garco.com>; Walker, Matthew <MatthewWalker@hillintl.com>; bellison@spokanecity.org

Subject: FW: Pavilion Seatwall Comments

Team,

Here is the latest on the Seatwall configuration from Berry.

Thanks,

Lorraine

From: Ellison, Berry <bellison@spokanecity.org>

Sent: Wednesday, January 23, 2019 9:56 AM

To: Mead, Lorraine <LorraineMead@hillintl.com>

Cc: Rob Decker (robertd@garco.com) <robertd@garco.com>; Scott Battaglia <scottb@garco.com>

Subject: RE: Pavilion Seatwall Comments

Hi Lorraine, please forward the attached comments to the design team for implementation.

Berry Ellison, PLA | City of Spokane Parks & Recreation | Riverfront Park Program Manager

tel 509.625.6276 | fax 509.363.5454 | <mailto:bellison@spokanecity.org> | riverfrontparknow.org

From: Mead, Lorraine <LorraineMead@hillintl.com>

Sent: Tuesday, January 22, 2019 9:43 AM

To: Ellison, Berry <bellison@spokanecity.org>

Cc: Rob Decker (robertd@garco.com) <robertd@garco.com>; Scott Battaglia <scottb@garco.com>

Subject: FW: Pavilion Seatwall Comments

Berry,

Please review the email string and these attached drawings. Let's discuss at today's meeting.

Thanks,
Lorraine

From: Robert Decker <robertd@garco.com>
Sent: Tuesday, January 22, 2019 9:00 AM
To: Mead, Lorraine <LorraineMead@hillintl.com>
Cc: Scott Battaglia <scottb@garco.com>
Subject: FW: Pavilion Seatwall Comments

Lorraine,

Please check with Berry on the attached proposal and revised schematic drawing.

ROB DECKER

GARCO CONSTRUCTION | Project Manager
4114 East Broadway, Spokane WA 99202
o: (509) 535-4688 | d: (509) 232-1269
c: (509) 710-8114 | robertd@garco.com

From: Matt Martenson <mattm@bergerpartnership.com>
Sent: Friday, January 18, 2019 12:14 PM
To: Robert Decker <robertd@garco.com>
Cc: Robert Kuffel <rkuffel@NACARCHITECTURE.com>; Scott Battaglia <scottb@garco.com>; Guy Michaelsen <guym@bergerpartnership.com>
Subject: RE: Pavilion Seatwall Comments

Hi Rob,

Thanks for checking in. Responding to the seat wall revision request received 1/17/2019, we have reviewed our progress to-date and we are approximately 90% complete with revisions necessary to implement the original RFP 15 request. We have compared this new request received yesterday to the original RFP15 request. The original RFP 15 request is attached for reference.

In comparing the two requests, we draw distinction between the original request which changed wall alignment but would allow the walls to fit within the framework of the existing paving and grading scheme (An tweak to the proposed design). The new request is much more substantive and involved as follows:

- 1) To reorient walls seems to lead to push the lower walls out into the pavilion floor area reducing the available space for events and seating and also straightening the path heading west from the mast wall between the two seat wall groups.
- 2) The new request necessitates a greater amount of fill and revisions to landscape grading plans as well given the push out into the flexible floor and changes to paving coupled with the wall revisions. Please see the attached markup over the new request for reference.
- 3) We defer to Garco to detail construction cost and schedule impacts.

We did agree to implement RFP 15 as originally requested with the caveat that it was a non-iterative process. Given that the new request comes at a time when we have completed the original RFP 15 and that this new change is more substantive, we respectfully request an additional design service fee of \$2500 dollars for Berger Partnership. We are eager to begin work on this new revision and will proceed upon your direction. We have prepared preliminary markup response to the new request and that is attached.

Thank you,

Matt Martenson Associate | PLA
206 492 5560 | Direct
206 325 6877 ext 238 | Main

Berger Partnership
Landscape Architecture | Urban Design

From: Robert Decker <robertd@garco.com>
Sent: Friday, January 18, 2019 8:07 AM
To: Matt Martenson <mattm@bergerpartnership.com>
Cc: Robert Kuffel <rkuffel@NACARCHITECTURE.com>; Scott Battaglia <scottb@garco.com>
Subject: RE: Pavilion Seatwall Comments

ROB DECKER
GARCO CONSTRUCTION | Project Manager
4114 East Broadway, Spokane WA 99202
o: (509) 535-4688 | d: (509) 232-1269
c: (509) 710-8114 | robertd@garco.com

From: Mead, Lorraine <LorraineMead@hillintl.com>
Sent: Thursday, January 17, 2019 4:35 PM
To: Robert Decker <robertd@garco.com>
Cc: Robert Kuffel <rkuffel@NACARCHITECTURE.com>; Matt Martenson <mattm@bergerpartnership.com>; Scott Battaglia <scottb@garco.com>; Daniel Bennett <danielb@garco.com>
Subject: FW: Pavilion Seatwall Comments

Team,

Can you please address the comments.

Thanks,
Lorraine

From: Ellison, Berry <bellison@spokanecity.org>
Sent: Thursday, January 17, 2019 3:07 PM
To: Mead, Lorraine <LorraineMead@hillintl.com>
Cc: Moog, Jonathan <jmoog@spokanecity.org>; Lindsey, Amy <alindsey@spokanecity.org>
Subject: Pavilion Seatwall Comments

Lorraine, please ask the designers to review the attached comments and offer a solution for review/approval.

Berry Ellison, PLA | City of Spokane Parks & Recreation | Riverfront Park Program Manager

Washington St. Hydrant Replacement
Curb and Wall Replacement CO

ITEM #3



8/1/2019

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS					
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL	
	Northside Bobcat Excavation, Hydrant Replacement and Road Repair	1.0	LS				4,226.00	-	-	-	4,226	4,226	
	Garco Carpenters Formed New Curb for Washington St. due to over excavation of Existing Waterline 4-5-2019	9.0	mh	55				495	-	-	-	495	
	Garco Laborers Placed and Finished concrete for new curb and wall 4-5-2019	7.5	mh	49				368	-	-	-	368	
	Concrete for Curb and Retaining Wall	8.0	yds		114			-	912	-	-	912	
	Garco Hand Tools/Finishing Tools	1.0	LS			250		-	-	250	-	250	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
SUB-TOTALS								863	912	250	4,226	6,251	
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				15.00% (of Labor, Material & Equip.)	304
								OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)	
								SUB-TOTAL				6,723	
Insurance								1.00% (of Subtotal)				67	
Bond Premium								0.75% (of Subtotal)				50	
								SUB-TOTAL				6,841	
B & O Tax								0.47% (of Subtotal)				32	
TOTAL - CHANGE ORDER REQUEST												\$ 6,873	

SPECIFIC EXCLUSIONS:

1. WSST

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
12/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19)			0.00
	Bobcat with breaker	17	196.00	3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)			0.00
	Demo Saw		100.00	100.00
	Compaction	1	200.00	200.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Demo saw	1	200.00	200.00
	Labor	20	55.34	1,106.80
	Hydrant install including overtime and asphalt patch, trench box for city	1	17,000.00	17,000.00
1/4/2019	Unforeseen concrete demo (demo bench wall & footing)			0.00
	Mini-Excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
	Bobcat	8	131.00	1,048.00
	Labor	8	55.34	442.72
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
1/17/2019	Unforeseen concrete breaking US Pavilion			0.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Bobcat w/breaker	8	196.00	1,568.00
1/18/2019	Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Bobcat to load out	3	131.00	393.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
1/24/2019	Unforeseen concrete breaking US Pavilion			0.00
	Bobcat w/breaker	4	196.00	784.00
	Trucking	4	135.00	540.00
1/25/2019	Concrete breaking at north swale			0.00
	Mini-excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat for load out	8	131.00	1,048.00
	Trucking	6	135.00	810.00
3/18/2019	3/18-22/19 Light pole bases and excavation/backfill and compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors		1,865.50	1,865.50
4/9/2019	4/9-12/19 Build stone retaining walls on northeast entrance and north swale			0.00
	Mini-Excavator	20	131.00	2,620.00
	Labor	20	55.34	1,106.80
	Bobcat #1	20	131.00	2,620.00
	Bobcat #2	20	131.00	2,620.00
	Compactors	1	200.00	200.00
4/23/2019	Unforeseen (expose hole at Howard St Bridge; excavate/backfill & compact for safety)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	3	55.34	166.02
	Compactor	1	100.00	100.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
4/24/2019	Centennial Trail asphalt demo			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor (1 man laboring; 1 man public safety)	10	55.34	553.40
	Bobcat w/breaker	1	196.00	196.00
4/25/2019	Water main break at south end of Howard St Bridge. Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor	5	55.34	276.70
	Labor	5	55.34	276.70
	Compaction	1	150.00	150.00
	Compaction	1	100.00	100.00
	Compaction	1	55.00	55.00
4/25/2019	Place crushed rock on Centennial Trail irrigation repair			0.00
	Labor (1 man labor; 1 man public safety)	8	55.34	442.72
	Bobcat #1	4	131.00	524.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat #2	4	131.00	524.00
4/26/2019	Backfill; compaction & testing and re-grade after water line break at south end of Howard St Bridge			0.00
	Compactor	1	150.00	150.00
	Compactor	1	55.00	55.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	6	55.34	332.04
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)	2	196.00	392.00
6/5/2019	Remove footing and foundation from former ice skating rink			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
6/12/2019	Unforeseen footing and foundation demo at US Pavilion seating excavation			0.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
7/9/2019	Mini-Excavator	5	131.00	655.00
	Bobcat w/breaker	5	196.00	980.00
	Demo saw	1	100.00	100.00
	Labor	1	55.34	55.34
	Unforeseen concrete footing demo at US Pavilion trench drain excavation			0.00
	Bobcat w/breaker	2	196.00	392.00
	Labor	1	55.34	55.34
	Demo saw	1	100.00	100.00
		Customer Resale No.		Subtotal \$63,394.12
		600-297-734		Sales Tax (0.0%) \$0.00
				Total \$63,394.12
Phone #	Fax #	Cell #	E-mail	Payments/Credits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due \$63,394.12

A service charge of 1.5% will be applied to all balances over 30 days



Hill International

7/25/19

Pavilion – Extra Work for Hydrant on Washington

Based on the original scope of work - we believe this represents a fair and reasonable cost for the extra work required to install the hydrant and put the street and wall back together.

Lorraine Mead

CCD #3 Secondary Power @
Central Plaza

8/1/2019

ITEM #4



Phase	Description	Quan. Unit	UNIT PRICES				TOTALS					
			Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL	
	Power City Electric, Secondary Power to Central Plaza	1.0 LS				4,591.00	-	-	-	4,591	4,591	
	Garco carpenter formed, place concrete for transformer pad. 4-8-2019	6.0 mh	55				330	-	-	-	330	
		LS					-	-	-	-	-	
		LS					-	-	-	-	-	
		LS					-	-	-	-	-	
SUB-TOTALS							330	-	-	4,591	4,921	
ADD-ONS:							OH&P: on Garco (as subcontractor) self-performed work.				15.00% (of Labor, Material & Equip.)	50
							OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)	184
							SUB-TOTAL				5,154	
Insurance							1.00% (of Subtotal)				52	
Bond Premium							0.75% (of Subtotal)				39	
							SUB-TOTAL				5,244	
B & O Tax							0.47% (of Subtotal)				24	
TOTAL - CHANGE ORDER REQUEST											\$ 5,269	

SPECIFIC EXCLUSIONS:

1. WSST

DESCRIPTION OF WORK:

Report Selections:	Job:	2245500	Transaction Type:	ALL	Billing Status:	All
	Division:	ALL	Vendor Code:	ALL	From Transaction Date:	Inception
	Job Status:	ALL	Employee Code:	ALL	To Transaction Date:	06/27/19
	Phase:	MOD067	Equipment Code:	ALL	From 'PR' Work Date:	Inception
	Cost Type:	ALL			To 'PR' Work Date:	06/27/19

POWER CITY ELECTRIC
Pre-Billing Report Sorted by Phase

G/L Date	Type	Selected?	Description	Tran Date	Reference		Rate	Hours/Quantity	Extension	Markup	Total
Job: 2245500 GARCO/ US PAVILION											
Phase: MOD-067 REVISION TO SL7 / Cost Type: L LABOR											
04/21/19	PR		SPOKANE FOREMAN REG	04/16/19	E82143	Reg	64.000	3.00	192.00		192.00
04/21/19	PR		SPOKANE FOREMAN REG	04/17/19	E82143	Reg	64.000	2.00	128.00		128.00
04/21/19	PR		SPOKANE FOREMAN REG	04/09/19	E82143	Reg	64.000	2.00	128.00		128.00
			MOVE FROM MOD 15 &3								
04/21/19	PR		SPOKANE FOREMAN REG	04/10/19	E82143	Reg	64.000	2.00	128.00		128.00
			MOVE FROM MOD 15 &3								
04/21/19	PR		SPOKANE FOREMAN REG	04/18/19	68885	Reg	64.000	3.00	192.00		192.00
04/21/19	PR		SPOKANE FOREMAN REG	04/09/19	68885	Reg	64.000	2.00	128.00		128.00
			MOVE FROM MOD005								
04/21/19	PR		SPOKANE FOREMAN REG	04/18/19	E82175	Reg	64.000	3.00	192.00		192.00
04/21/19	PR		SPOKANE FOREMAN REG	04/09/19	E82175	Reg	64.000	2.00	128.00		128.00
			MOVE FROM PHASE 2								
04/28/19	PR		SPOKANE FOREMAN REG	04/22/19	E82295	Reg	64.000	3.00	192.00		192.00
04/28/19	PR		SPOKANE FOREMAN REG	04/23/19	E82295	Reg	64.000	3.00	192.00		192.00
Subtotal for Cost Type: L LABOR								25.00	1,600.00	0.00	1,600.00
Phase: MOD-067 REVISION TO SL7 / Cost Type: M MATERIAL											
06/04/19	AP		VALLEYFORD METAL CRAFTERS LLC	05/22/19	44248			1.00	2,195.00		2,195.00
			HIDE A OUTLET ENCLOSURE								
Subtotal for Cost Type: M MATERIAL								1.00	2,195.00	0.00	2,195.00
Subtotal for Phase: MOD-067 REVISION TO SL7								26.00	3,795.00	0.00	3,795.00
Total for Job: 2245500 GARCO/ US PAVILION											3,795.00



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS					
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL	
	All Wall Contracting Inc.	1.0	LS				28,500.00	-	-	-	28,500	28,500	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
SUB-TOTALS								-	-	-	28,500	28,500	
ADD-ONS:								15.00% (of Labor, Material & Equip.)					-
								OH&P: on Garco (as subcontractor) self-performed work.					4.00% (of Subcontract)
								OH&P: on Garco (as subcontractor) subcontracted work					
								SUB-TOTAL					29,640
Insurance								1.00% (of Subtotal)					296
Bond Premium								0.75% (of Subtotal)					222
								SUB-TOTAL					30,159
B & O Tax								0.47% (of Subtotal)					139
TOTAL - CHANGE ORDER REQUEST												\$ 30,298	

SPECIFIC EXCLUSIONS:

1. WSST



All Wall Contracting, Inc.
723 South Lochsa Street
Post Falls ID 83854
208.773.4650

License: ALLWACI021CZ

Change Proposal

Proposal #:1

Date: 07/18/2019

To: Garco Construction
4114 East Broadway
Spokane WA 99202

Project: 19038
US Pavilion/Promenade Renovation
598 N Howard St
Spokane WA 99201

Proposed By: 3 Karl Aldrich

Customer Proposal:

Description of Work	Amount
Add Graphic Murals Various locations	
Graphic Materials	19,880.00
Graphic Labor	7,800.00
Graphic Equipment	820.00

Notes

Scott,

Here is the official change for the graphic murals at the US Pavilion project. Please let me know if you need anything further regarding this work.

Thanks, Karl

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Proposed Change

28,500.00

Contractor: _____

Date: _____

Subcontractor: _____

Date: _____



Hill International

7/25/19

Pavilion – Custom Vinyl Wall Covering

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

ITEM #6

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Land Expressions Landscaping Additions RFP 22	1.0	LS				17,672.00	-	-	-	17,672	17,672
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
SUB-TOTALS								-	-	-	17,672	17,672
ADD-ONS:								15.00% (of Labor, Material & Equip.)				-
OH&P: on Garco (as subcontractor) self-performed work.								4.00% (of Subcontract)				707
OH&P: on Garco (as subcontractor) subcontracted work												
SUB-TOTAL											18,379	
Insurance								1.00% (of Subtotal)				184
Bond Premium								0.75% (of Subtotal)				138
SUB-TOTAL											18,701	
B & O Tax								0.47% (of Subtotal)				86
TOTAL - CHANGE ORDER REQUEST											\$ 18,787	

SPECIFIC EXCLUSIONS:

1. WSST

July 18, 2019

Riverfront Park - U.S. Pavilion

Proposal for RFP 22

Per redlines on plan provided in RFP 22, dated 07.02.19 per B. Ellison.

RFP Pavilion 22 - Clear and Grub

- Remove top 2" under existing oak trees to allow for touch up soil and bark mulch.
- Spot spray along river bank and tree well at NE ramp.
- Weed eat tree well at NE ramp and native area where Russian olive trees were removed.
- Load all organic material generated and dispose of appropriately.

RFP Pavilion 22 - Sod

- Supply and install leveling course of soil - up to 2".
- Fine grade soil.
- Supply and install sod.
- NO EDGING.

RFP Pavilion 22 - Mulch

- Supply and install 3" of bark mulch in designated areas per RFP request.
- Supply and install basalt talus at buttresses, tree well, and slope to the south of the NE ramp (currently grubbed).

NOTE - mulch at top of river bank will just be blown in around existing shrubs per our takeoff.

TOTAL: \$ 17,672.85

NOTES:

- In the event of a discrepancy between this Proposal/Exhibit A or the landscape plans, this Proposal/Exhibit A takes precedence.
- Pricing valid for 30 days and assumes installation complete in 2019.
- Costs based on state prevailing wages.
- Sales tax has not been included.
- Access and staging area to be provided by owner / general contractor.

EXCLUSIONS:

- Any necessary permits.
- Root pruning or tree protection.
- Erosion control measures.
- Street closures / traffic control.



509.466.6683 .T
509.466.7694 .F
LANDEXPRESSIONS.COM

5615 E. DAY MT. SPOKANE RD.
MEAD, WA 99021

CHANGE ORDER

OWNER'S NAME	Garco Construction	PHONE	509.370.8767	DATE	07.25.19
ADDRESS		JOB NAME	Pavilion - RFP 22	JOB NUMBER	182028

You are hereby authorized to perform the following specifically described additional work:

Per Garco/City request, please find the break down for the previously submitted Change Order Proposal for RFP 22:

Clear and Grub, Sod, Mulch - Per WSDOT Force Account markups

		Qty	u.o.m.	Rate		Markup	
LABOR	clear and grub	46	hrs @	\$ 27.95	x	129%	\$1,658.55
	sod	46	hrs @	\$ 27.95	x	129%	\$1,658.55
	mulch	64	hrs @	\$ 27.95	x	129%	\$2,307.55
MATERIAL	clear and grub	1	ls @	\$ 630.00	x	121%	\$762.30
	sod	1	ls @	\$2,124.00	x	121%	\$2,570.04
	mulch	1	ls @	\$1,632.00	x	121%	\$1,974.72
EQUIPMENT	clear and grub	30	hrs @	\$ 35.00	x	121%	\$1,270.50
	sod	4	hrs @	\$ 35.00	x	121%	\$169.40
	mulch	33	hrs @	\$ 35.00	x	121%	\$1,397.55
SUBCONTRACTOR	clear and grub	0	ls @	\$ -	x	113%	
	sod	1	ls @	\$ 405.00	x	113%	\$457.65
	mulch	1	ls @	\$3,014.00	x	113%	\$3,405.82

ADDITIONAL CHARGE FOR ABOVE WORK IS:

\$17,632.64

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Authorized Signature

(OWNER SIGNATURE)

Date:

Authorized Signature

(CONTRACTOR SIGNATURE)

Date: 07.25.19

THIS IS CHANGE ORDER NO.

182028-1

NOTE: This Revision becomes part of, and in conformance with, the existing contract.



Hill International

7/25/19

Pavilion – Modify Landscaping in the Central Green and at NE Entry

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

ITEM #7

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Northside Bobcat Excavation, Grading and Wall Placements	1.0	LS				6,556.92	-	-	-	6,557	6,557
	Action Materials Boulders for Retaining Walls	1.0	LS		342			-	342	-	-	342
			LS						-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
SUB-TOTALS								-	342	-	6,557	6,898
ADD-ONS:								-				
OH&P: on Garco (as subcontractor) self-performed work.								15.00% (of Labor, Material & Equip.)				51
OH&P: on Garco (as subcontractor) subcontracted work								4.00% (of Subcontract)				262
SUB-TOTAL											7,212	
Insurance								1.00% (of Subtotal)				72
Bond Premium								0.75% (of Subtotal)				54
SUB-TOTAL											7,338	
B & O Tax								0.47% (of Subtotal)				34
TOTAL - CHANGE ORDER REQUEST											\$ 7,372	

SPECIFIC EXCLUSIONS:

1. WSST

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/23/2019	3874

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
7/15/2019	REQUEST TO CONSTRUCT BASALT RETAINING FOR 20 X 15 PAD Build ramp for access; cut subgrade with mini-excavator and haul off with Bobcat Mini-Excavator Bobcat #1 Grade Labor (Man Hours)	 6 6 12	 131.00 131.00 55.34	 786.00 786.00 664.08 2,236.08
7/16/2019	Complete subgrade and begin stacking wall Mini-Excavator Bobcat #1 Grade Labor (Man Hours)	 7 7 14	 131.00 131.00 55.34	 917.00 917.00 774.76 2,608.76
7/17/2019	Complete retaining wall and remove ramp Mini-Excavator Bobcat #1	 4 4	 131.00 131.00	 524.00 524.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/23/2019	3874

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Grade Labor (Man Hours)	12	55.34	664.08 1,712.08
		Customer Resale No. 600-297-734		Subtotal \$6,556.92
				Sales Tax (0.0%) \$0.00
				Total \$6,556.92
Phone #	Fax #	Cell #	E-mail	Payments/Credits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due \$6,556.92

A service charge of 1.5% will be applied to all balances over 30 days

ACTION Materials

P.O. Box 19425
Spokane, WA 99219
(509) 443-6230 Office
(509) 443-6234 Fax

Invoice

Date	Invoice #
7/15/2019	56112

Bill To
Garco Construction, Inc 4114 E. Broadway Spokane WA 99202

Job Address
Job 1721 Riverfront Park

Sales Rep	P.O. #	Job Name			Ordered By	Due Date
	JOB1721_RIVERFR					8/10/2019
Description		Ticket #	Qty	Unit	Rate	Amount
Boulders Delivered Truck# 218_SOLO		1037545	7.59	TN	45.00	341.55
Locally Owned and Operated				Please remit payment on this invoice.		
ACTION MATERIALS, INC. An Equal Opportunity Employer Washington Contractor Number: ACTIONMI906D4 Idaho Contractor Number: RCE-19761				Subtotal		\$341.55
				Sales Tax (0.0%)		\$0.00
All invoices are net and payment is due on all invoices through the end of the calendar month by the 10th of the following month. Interest may accrue on all invoices that are past due at the rate of 1 1/2% per month (18% per annum) until paid in full. Customer shall pay all attorney's fees, court costs, collection fees and other charges both at trial and on appeal, if this invoice should be placed in the hands of an attorney or collection agency for collection. Venue for any legal action shall be in Spokane County, Washington. For all credit card payments, there will be a 3% transaction fee.				Total		\$341.55
				Payments/Credits		\$0.00
				Balance Due		\$341.55

Mead, Lorraine

From: Scott Battaglia <scottb@garco.com>
Sent: Wednesday, July 24, 2019 11:23 AM
To: Mead, Lorraine; Centenari, Eric
Subject: RE: RFP #23

Lorraine,

I will verify that the hours are consistent with the work completed.

Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767

From: Mead, Lorraine <LorraineMead@hillintl.com>
Sent: Wednesday, July 24, 2019 9:22 AM
To: Scott Battaglia <scottb@garco.com>; Centenari, Eric <EricCentenari@hillintl.com>
Subject: FW: RFP #23

Team,

Since this is a T&M issue – can both of you confirm that the hours look like what you observed on site for this work.

Thanks,
Lorraine

From: Scott Battaglia <scottb@garco.com>
Sent: Wednesday, July 24, 2019 7:40 AM
To: Mead, Lorraine <LorraineMead@hillintl.com>
Subject: RFP #23

Lorraine,

See attached,

Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767

Post Street Striping CO

8/1/2019

ITEM #8



Phase	Description			UNIT PRICES				TOTALS				
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Mathis Striping	1.0	LS				600.00	-	-	-	600	600
	Garco Laborer Blacking Out Existing Arrows	4.0	mh	48				192	-	-		192
SUB-TOTALS								192	-	-	600	792
ADD-ONS:								OH&P: on Garco (as subcontractor) self-performed work.				29
								OH&P: on Garco (as subcontractor) subcontracted work				24
SUB-TOTAL											845	
Insurance								1.00% (of Subtotal)				8
Bond Premium								0.75% (of Subtotal)				6
SUB-TOTAL											860	
B & O Tax								0.47% (of Subtotal)				4
TOTAL - CHANGE ORDER REQUEST											\$ 864	

SPECIFIC EXCLUSIONS:

1. WSST



Invoice

DATE 6/11/2019

INVOICE # 16731

TERMS: N/30

CUSTOMER

Garco Construction
4114 E. Broadway
Spokane, WA 99202

PROJECT

Pavilion
Post Street Striping
June 4th

P.O. / JOB # 17-21

DESCRIPTION	QTY	RATE	AMOUNT
Roadway Striping Includes Prevailing Wage Rates	1	600.00	600.00

BILLING ADDRESS:

PO BOX 14071 SPOKANE VALLEY, WA 99214

WE APPRECIATE YOUR BUSINESS, FOR BILLING INQUIRES PLEASE
CONTACT 1-509-473-9230 OR HALEY@MATHISSTRIPING.COM

1 1/2 % INTEREST CHARGED ON ALL PAST DUE ACCOUNTS

SUBTOTAL \$600.00

SALES TAX (0.0%) \$0.00

CREDITS \$0.00

TOTAL \$600.00

HSP Blue Bridge Chain Link Fence Railing CO

8/1/2019

ITEM #9



Phase	Description			UNIT PRICES				TOTALS				
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Fence Post Base Plates and Hardware--Galvanized--Phoenix Fabrications	1.0	LS				8,640.00	-	-	-	8,640	8,640
	54" (3) Rail Black Vinyl Chain Link Fence @ 7' OC Spacing--Northwest Fence	1.0	LS				32,320.00	-	-	-	32,320	32,320
	Base Plate Grout White Cap Construction	1.0	LS		156			-	156	-	-	156
	Base Plate Epoxy Simpson ATXP All Weather Adhesive Star Rental	1.0	cs		1,475			-	1,475	-	-	1,475
	Concrete Piers	6.0	yd		110			-	660	-	-	660
	Garco Skid Steer	2.0	wk			767		-	-	1,534	-	1,534
	Garco Concrete Walk Behind Saw	1.0	wk			195		-	-	195	-	195
	Garco Jack Hammer	1.0	wk			400		-	-	400	-	400
	Garco Air Compressor	1.0	wk			420		-	-	420	-	420
	Triple A Sweeping--Vacuum Truck	1.0	ls				5,949.00	-	-	-	5,949	5,949
	Asphalt Disposal @ Graham Rd.	1.0	trk		154			-	154	-	-	154

HSP Blue Bridge Chain Link Fence Railing CO

8/1/2019



	Asphalt Disposal--Trucking	2.0 mh			135		-	-	270	-	270
	Garco Laborers--Safety Set-Up, Asphalt Removal, Concrete Placement, Non-Shrink Grout Placement, Clean-Up	335.0 mh					19,406	-	-	-	19,406
	Temporary Fencing Rental @ \$2.00 per Ft. per month. 540 lineal ft.	2.0 ms			1,080		-	-	2,160	-	2,160
	Design Fees--NAC/DCI	1.0 Ls				3,204.50	-	-	-	3,205	3,205
	PCE Mod-58 Conduit Refeed	1.0 LS				1,619.00	-	-	-	1,619	1,619
	Home Depot Sackcrete	1.0 Ls		59			-	59	-	-	59
	DCI Base Plate Design Fees	1.0 Ls				2,500.00	-	-	-	2,500	2,500
	Sealcoat Credit Woodys Sealcoat	1.0 Ls				(1,305.60)	-	-	-	(1,306)	(1,306)
	Blue Bridge Credit For Plate Installation	1.0 Ls				(7,359.00)	-	-	-	(7,359)	(7,359)
	Star Rental Safety	1.0 Ls			72		-	-	72	-	72
	Star Rental All Purpose concrete	1.0 Ls		271			-	271	-	-	271
SUB-TOTALS							19,406	3,384	5,071	45,568	73,341
ADD-ONS: OH&P: on Garco (as subcontractor) self-performed work.							15.00% (of Labor, Material & Equip.)			4,179	

HSP Blue Bridge Chain Link
Fence Railing CO

8/1/2019



OH&P: on Garco (as subcontractor) subcontracted work	4.00% (of Subcontract)	1,823
SUB-TOTAL		79,343
Insurance	1.00% (of Subtotal)	793
Bond Premium	0.75% (of Subtotal)	595
SUB-TOTAL		80,731
B & O Tax	0.47% (of Subtotal)	373
TOTAL - CHANGE ORDER REQUEST		\$ 81,104

SPECIFIC EXCLUSIONS:

1. WSST

LYNN L. REYNOLDS, INC dba PHOENIX COMPANY



P.O. Box 13099 * 5405 E. Cataldo Ave.
Spokane Valley, WA 99213
PH. (509) 536-9396 FAX: (509) 535-2034
WSDOT QPL NUMBER 2005-694

Quotation

Project Name: Blue Bridge Posts - Garco
Date: 3/13/2019
Bid Due: 12/21/2018
Addenda: n/a
Estimator: Shelley Connall

Item	QTY		Description	Unit	Total
1	80	EA	Posts - 2x2x1/4 with top cap - Powdercoat Black - leave 1" from bottom bare	108.00	8,640.00
Total					8,640.00

Notes

- Prices good for 30 days from bid date.
- Additional shipping requests will be paid by customer
- Allow 6 weeks for Shop Fabrication from date of approved shop drawings
- Material that is supplied for installation by others that is defective in any way - Purchaser of said material must contact Phoenix Co prior to making any repairs or contracting outside fabricator for repair and allowing for our field crews to make said repairs - Back charges for this type of repair must be agreed upon by both parties.

Inclusions

- Shop drawings - field dimensions will be the responsibility of the contractor
- All material shop primed unless otherwise noted
- All hardware for supplied materials
- All material F.O.B. jobsite

Exclusions

- Retainage
- Engineering
- Sales tax
- Installation



March 1, 2019

*** BID *** BID *** BID *** BID *** BID *** BID *** BID *** BID ***

To: Scott

Re: Riverfront Park

From: Roy Masterson

Furnish and install 520 LF x 54" Black Chain link fence per latest revised detail dated 2-26-19

Price includes NW Fence welding posts to sleeves
- Installed by Garco

Option #1

7 Foot Post Spacing

\$32,320

Option #2

4 Foot Post Spacing

\$47,612

EXCLUSIONS:

Fall Restraint Cable
Excavation of Solid Rock
Bond, Permit, Clearing,
Removal and Disposal of existing fence
Staking & Painting/Marking for Utility
Locate
Grading, Grounding
Stamped Engineered Fence Drawings

Temporary Fencing
Mowstrip, Concrete Coring
Sales Tax
Off Site Disposal of Posthole Soil
Locating Private Utilities
Pollution Liability Insurance
Barrier Gates

Price is good for 30 days.

Do not hesitate to contact me if you have any questions.

Mead, Lorraine

From: Scott Battaglia <scottb@garco.com>
Sent: Wednesday, July 24, 2019 3:06 PM
To: Mead, Lorraine
Subject: FW: Blue Bridge - Breakdown

FYI,

Scott Battaglia
Garco Construction
scottb@garco.com
509-370-8767

From: Alexis Hallett <alexis@northwestfencecompany.com>
Sent: Wednesday, July 24, 2019 12:58 PM
To: Scott Battaglia <scottb@garco.com>
Subject: Blue Bridge - Breakdown

Scott,

Per your request here is the breakdown of our bill:

Material Cost	\$18,320
Labor	\$13,000
Equipment	<u>\$1000</u>
	\$32,320

Thanks!

Alexis Hallett

Alexis@NorthwestFenceCompany.com
www.NorthwestFenceCompany.com
14909 E. Sprague Ave
Spokane Valley, WA 99216
(509) 928-8084 Office
(509) 926-9931 Fax

[Please Review Our Company Here!!](#)





ON ACCOUNT



047 - Spokane
3825 East Trent Ave.
Spokane, WA, 99202
(509) 535-5223

QUOTE

32450353

Sold To: 1655000
GARCO CONSTRUCTION
PO BOX 2946
SPOKANE, WA, 99220-2946
509-535-4688

Ship To : YARD-1655999,1655999
E 4114 BROADWAY
SPOKANE, WA, 99202
Job Site Contact:
Job Site Phone:
Map #:

10:49 AM

Ordered By: PETE MADESN

Contact Phone:

Quote Number		Quote Date	Valid Until	Request Date		Sales Person
				04/08/2019		Mullen, J
Terms		Shipping Method	Quote Name	Customer PO		Created By
N30D		5. Walk In		1721		Herbert, Z
LN	Part# H/M	Description	Ord Quantity	U/M Unit WT	Price COO	Amount
1.1	227CM604K	60 LB 4000 PSI AVERAGE COMPRESSIVE STRENGTH CONCRETE MIX QUIKRETE	8	EA 60 LBS	\$4.87	\$38.96
2.1	433JSCR50B	50LB BAG JETSET COMPLETE REPAIR	4	BAG 50 LBS	\$29.49	\$117.96

Shipped amount	\$156.92
Order charges	\$0.00
Tax amount	\$0.00
Lumber Tax rate/amount	1.00%
Quote total	\$156.92

Shipped Weight: **680.00** Customer acceptance signature: _____ Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE DATE.



www.starrentals.com

Rented from
EAST 6812 DESMET 509-924-8080 Phone
SPOKANE WA 99212 509-924-1652 Fax

Customer #: 133743
GARCO CONSTRUCTION
P O BOX 2946
SPOKANE WA 99220 2946 509-535-4688 Phone

Status: Completed

Invoice #: 392707-13
Invoice Date: Thu 4/25/2019
Date Out: Thu 4/25/2019 1:58PM
Billed Thru: Thu 4/25/2019

Ordered By: .
Terms: Net 10th
Operator: Rhys Birky
Job Descr: Will Call
PO #: 1721

Qty	Key	Items Sold	Status	Each	Price
29	4433-0378-13	.EPOXY SET-XP TWIN TUBE	Pulled	\$43.85	\$1,271.65
29	4433-0387-13	.NOZZLE EPOXY MIXING W/ ATT NUT SIMPSON	Pulled	\$2.85	\$82.65

Used at Address

Will Call

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid	\$1,474.83	Thu 6/ 6/2019 9:57AM Check # 295953
Total	\$1,474.83	

Rental Contract

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM. Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

Sales:	\$1,354.30
Subtotal:	\$1,354.30
SPOKANE VALLEY:	\$120.53
Total:	\$1,474.83
Paid:	\$1,474.83
Amount Due:	\$0.00

Signature:

GARCO CONSTRUCTION



CENTRAL PRE-MIX
A New Company

P O Box 3366
Spokane, WA 99220-3366

Customer No: 12730
Invoice No: 2802919
Inv Date: 05/20/19
Page: Page 1 of 1
Customer PO: 1721
Customer Job: 0

Garco Construction
PO Box 2946
Spokane WA 99220-2946

heidih@garco.com
ap@garco.com

Central Pre-Mix Concrete Co.
P O Box 3366
Spokane, WA 99220-3366
509-534-6221

Delivered To: RIVERFRONT PARK (CPM) US PAVILION

Ordered By: DENNIS

Date	Code - Material Description	QTY	UM	Unit Price	Haul QTY	Matl Total	Haul Total	Tax	Total
Plant: 05136 Spok-Sullivan Concrete									
05/20/19	314066 - 4000 PSI 3/4" EXTERIOR	5.00	CY	101.50	0.00	507.50	0.00	0.00	507.50
05/20/19	467755 - FUEL SURCHARGE	1.00	EA	0.00	0.00	0.00	0.00	0.00	0.00
05/20/19	487000 - ENVIRONMENTAL SURCHARGE	5.00	EA	4.00	0.00	20.00	0.00	0.00	20.00
05/20/19	481122 - NONCHLORIDE ACCEL .5%	2.50	CY	4.00	0.00	10.00	0.00	0.00	10.00
Plant: 05142 Spok-Crestline Concrete									
05/20/19	307037 - 7 SK 3/8" EXTERIOR, WRA	6.00	CY	110.50	0.00	663.00	0.00	0.00	663.00
05/20/19	467755 - FUEL SURCHARGE	1.00	EA	0.00	0.00	0.00	0.00	0.00	0.00
05/20/19	487000 - ENVIRONMENTAL SURCHARGE	6.00	EA	4.00	0.00	24.00	0.00	0.00	24.00
05/20/19	487955 - STAND BY TIME - MIXER	72.00	MIN	0.00	0.00	0.00	0.00	0.00	0.00
Total Invoice:		98.50				1,224.50	0.00	0.00	1,224.50

Ticket number(s) shipped from plant 05136 - Spok-Sullivan Concrete
*456065

Ticket number(s) shipped from plant 05142 - Spok-Crestline Concrete
*471600

E- INVOICING IS AVAILABLE! PLEASE CONTACT US TO GET YOU STARTED.

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Terms: If paid by 06/10/2019 and account is current,
cash* discount of 24.49 will be allowed

* Discounts not allowed if paid by credit card.

Invoice Amount: 1,224.50

Amount Paid: _____

Customer Name: Garco Construction
Customer No: 12730
Invoice #: 2802919
Date: 05/20/19
Customer Job: 0
Customer PO: 1721
Due Date: 06/10/19

If you have any questions about your invoice please call 509-534-6221

Remit Payment To: Central Pre-Mix Concrete Co.
PO Box 742421
Los Angeles, CA 90074

Please provide your email address below if you would like to start receiving your invoices via email

AAA Sweeping, L.L.C.
P. O. Box 624
Veradale, WA 99037

INVOICE

INVOICE # 64253
CLIENT # GARC01

Telephone: 509.922.1363

SERVICE LOCATION

US Pavilion/Promenade Renovation

Garco Construction
4114 E. Broadway Ave.
Spokane, WA 99202

Contact: Scott
Telephone: 370.8767

INVOICE DATE | ORDERED DATE

04/29/19 04/17/19

Terms

NET 30 DAYS

MAIN

			<u>SERVICE DESCRIPTION</u>		<u>PRICE</u>
1.000	1.000	N	SC-EX	3,248.000	3,248.00
			US Pavilion/Promenade Renovation		
			Vacuum truck service ordered for hydro-excavation on 4/17/19		
			Mobilization - 1.00 hrs @ 128.75 = 128.75		
			Vacuum svc RT - 7.50 hrs @ 193.50 = 1451.25		
			Laborer mob - 1.00 hrs @ 69.00 = 69.00		
			Laborer RT - 7.50 hrs @ 98.00 = 735.00		
			Flex hose, 240 ft @ 3.60 = 864.00		
1.000	1.000	N	SC-EX	2,700.500	2,700.50
			US Pavilion/Promenade Renovation		
			Vacuum truck service ordered for hydro-excavation on 4/18/19		
			Mobilization - 1.00 hrs @ 128.75 = 128.75		
			Vacuum svc RT - 8.00 hrs @ 193.50 = 1548.00		
			Vacuum svc OT - 0.50 hrs @ 218.50 = 109.25		
			Laborer mob - 1.00 hrs @ 69.00 = 69.00		
			Laborer RT - 8.00 hrs @ 98.00 = 784.00		
			Laborer OT - 0.50 hrs @ 123.00 = 61.50		

Printed: 04/29/19

Page: 1

Total Paid 0.00
Balance Due 5,948.50
Due Date 05/29/19

Sub Total 5,948.50
Sales Tax 0.00

TOTAL DUE \$ 5,948.50

Invoices not paid within thirty days will be charged a 1.5% finance fee per month (18% per annum).

Graham Road Facility
1820 S. Graham Road
Medical Lake, WA, 99022

Reprint
Ticket# 589438
Ph: (509)244-0151

Customer Name GARCOCONS GARCO CONSTRUC Carrier ACME CONCRETE ACME CONCRETE
Ticket Date 05/21/2019 Vehicle# JIM
Payment Type Credit Account Container
Manual Ticket# Driver JIM
Route Check#
Hauling Ticket# Billing# 0000063
Destination Grid
Manifest
Profile ()
Generator
PO# 1721

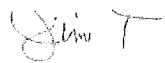
	Time	Scale	Operator	Inbound	Gross
In	05/21/2019 11:32:59	Scale1	ASHIELD2		Tare
Out	05/21/2019 11:32:59		ASHIELD2		Net
					Tons

Comments

Product	LD%	Qty	UOM	Rate	Tax/Fee	Amount	Origin
1 CDLY-CD WASTE YARDS	100	9.50	Yards	10.95	3.75	\$104.03	SPOKANE
2 FUEL-Fuel Surcharge - L	100		%	6.63		\$8.54	SPOKANE
3 EVF-L-Standard Environm	100	1	Load	24.00		\$24.00	SPOKANE
4 WWMt-P-Waste Water Mana	100		%	6.50		\$8.37	SPOKANE
5 RCR-P-Regulatory Cost R	100		%	3.60		\$4.64	SPOKANE
6 SRHD2-Spokane Regional	100	9.50	Yards	0.08		\$0.76	

Total Tax/Fees \$3.75
Total Ticket \$154.09

Driver's Signature



The total amount includes fees and taxes that may not all be listed on this ticket due to technical limitation.

Acme Concrete Paving, Inc.
4124 E. Broadway
Spokane, WA 99202

Invoice No. **2019-045**

INVOICE

Customer

Name GARCO CONSTRUCTION INC
Address 4114 E BROADWAY AVE
City SPOKANE State WA ZIP 99202
Phone _____

Misc

Date 7/1/2019
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	JOB #1721		
8	TRUCKING TICKET 05/21/19	\$ 135.00	\$ 1,080.00
	THANK YOU		
		SubTotal	\$ 1,080.00
		Shipping	
		Tax Rate(s) 0.00%	\$ -
		TOTAL	\$ 1,080.00

Partial

x 2
270

Payment

Select One...

Comments _____
Name _____
CC # _____
Expires _____

Tax Rate(s)

Office Use Only

Report Selections:	Job: 172100	Job Status: Active
	Phase: 0203700	Phase Status: Active, Inactive, Complete
	Cost Type: ALL	Division: ALL
	Tran. Type: AP, EQ, GL, IC, JC, PR, OH	Customer: ALL
	Vendor: ALL	Draw Appl. #: ALL
	Employee: ALL	A/P Contract Labor Hours? No
	Inv. Item: ALL	Master Job? No
	Cost Group: ALL	

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 06/04/19
Including P.O. Receipts and Payroll in Progress

UnPosted?						Unit of Measure	
Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 172100 US PAVILION/PROMENADE							
Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: L Labor							
04/20/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				284.88
04/27/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				120.50
05/04/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				340.32
05/11/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				189.26
05/25/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				78.16
04/20/19	PR AMOJAS		JASON A AMOUR	Check# E55294	10.00		287.10
04/20/19	PR CLALAN		LANCE A CLAFLIN	Check# E55318	16.00		343.52
04/20/19	PR DAVJAR		JARROD J DAVIS	Check# 523382	2.00		53.68
04/20/19	PR DENMYL		MYLES C DENTON	Check# E55328	2.00		60.68
04/20/19	PR GIBCUL		CULLEN J GIBSON	Check# E55340	13.00		450.84
04/20/19	PR HAUTRA		TRAVIS A HAUCK	Check# 523391	13.00		515.84
04/20/19	PR KIMTYL		TYLER S KIMM	Check# E55361	10.00		215.30
04/20/19	PR MCLROB		ROBERT D MCLEOD	Check# E55383	18.00		555.12
04/20/19	PR SAVDAV		DAVID C SAVITZ	Check# E55415	2.00		68.88
04/20/19	PR YOUCIN		CINDY F YOUNG	Check# 523413	10.00		268.40
04/20/19	PR BURDEN - PR		PAYROLL BURDEN				2,131.23
04/27/19	PR DENMYL		MYLES C DENTON	Check# E55566	9.00		273.06
04/27/19	PR KELSTE		STEVEN B KELLEY	Check# E55595	11.00		315.81
04/27/19	PR KIMTYL		TYLER S KIMM	Check# E55596	2.00		43.06
04/27/19	PR MCLROB		ROBERT D MCLEOD	Check# E55617	4.00		123.36
04/27/19	PR ONEDAV		DAVID T O'NEILL	Check# E55630	9.00		258.39
04/27/19	PR SAVDAV		DAVID C SAVITZ	Check# E55646	3.00		103.32
04/27/19	PR YOUCIN		CINDY F YOUNG	Check# 523464	5.00		134.20
04/27/19	PR BURDEN - PR		PAYROLL BURDEN				826.28
05/04/19	PR CLALAN		LANCE A CLAFLIN	Check# E55733	8.00		171.76
05/04/19	PR DENMYL		MYLES C DENTON	Check# E55743	12.00		364.08
05/04/19	PR GIBCUL		CULLEN J GIBSON	Check# E55757	32.00		1,109.76
05/04/19	PR HAUTRA		TRAVIS A HAUCK	Check# 523481	32.00		1,269.76
05/04/19	PR MCLROB		ROBERT D MCLEOD	Check# E55796	8.00		246.72
05/04/19	PR RODLAN		LANCE B RODENBOUGH	Check# E55820	2.00		61.74

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 06/04/19
Including P.O. Receipts and Payroll in Progress

UnPosted?		Including P.O. Receipts and Payroll in Progress					Unit of Measure	
Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount	
Job: 172100 US PAVILION/PROMENADE								
Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: L Labor								
05/04/19	PR	SAVDAV	DAVID C SAVITZ	Check# E55823	2.00		68.88	
05/04/19	PR	BURDEN - PR	PAYROLL BURDEN				2,670.93	
05/11/19	PR	CLALAN	LANCE A CLAFLIN	Check# E55957	4.00		85.88	
05/11/19	PR	DAVJAR	JARROD J DAVIS	Check# 523523	4.00		107.36	
05/11/19	PR	DENMYL	MYLES C DENTON	Check# E55968	3.00		91.02	
05/11/19	PR	GIBCUL	CULLEN J GIBSON	Check# E55982	16.00		554.88	
05/11/19	PR	HAUTRA	TRAVIS A HAUCK	Check# 523532	14.00		555.52	
05/11/19	PR	MCLROB	ROBERT D MCLEOD	Check# E56023	6.00		185.04	
05/11/19	PR	YOU CIN	CINDY F YOUNG	Check# 523564	10.00		268.40	
05/11/19	PR	BURDEN - PR	PAYROLL BURDEN				1,460.05	
05/25/19	PR	DAVJAR	JARROD J DAVIS	Check# 523625	12.00		322.08	
05/25/19	PR	DENMYL	MYLES C DENTON	Check# E56335	6.00		182.04	
05/25/19	PR	HOLJEF	JEFFERY M HOLLAND	Check# 523636	8.00		214.72	
05/25/19	PR	SAVDAV	DAVID C SAVITZ	Check# E56427	3.00		103.32	
05/25/19	PR	BURDEN - PR	PAYROLL BURDEN				525.53	
Subtotal for Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: L Labor					321.00	0.00	18,660.66	
Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: M Material								
04/30/19	AP	PHOCOM	PHOENIX COMPANY	Invoice 1390 dated 4/25/19			8,640.00	
04/30/19	AP	STAREN	STAR RENTALS	Invoice 392707-13 dated 4/25/19			1,474.83	
04/30/19	AP	WHICAP	WHITE CAP CONSTRUCTION SUPPLY	Invoice 10010359459 dated 4/ 8/19			156.92	
05/28/19	AP	PHOCOM	PHOENIX COMPANY	Invoice 1382 dated 5/ 1/19			948.00	
Subtotal for Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: M Material					0.00	0.00	11,219.75	
Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: O Other								
04/30/19	AP	AAASWE	AAA SWEEPING LLC	Invoice 64253 dated 4/29/19			5,948.50	
Subtotal for Phase: 02037-00 BLUE BRIDGE FENCING Cost Type: O Other					0.00	0.00	5,948.50	
Total for Job: 172100 US PAVILION/PROMENADE					321.00	0.00	35,828.91	

Job 172100 Recap

Hours Amount	Labor	Material	Other	Total
02037-00 BLUE BRIDGE FENCING	321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91
Total	321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 06/04/19
Including P.O. Receipts and Payroll in Progress

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Report Recap by Job				Report Totals	321.00	0.00	35,828.91

<i>Hours</i>				
Amount	Labor	Material	Other	Total
172100 US PAVILION/PROMENADE	321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91
Total	321.00 18,660.66	0.00 11,219.75	0.00 5,948.50	321.00 35,828.91

Report Selections:	Job: 172100	Job Status: Active	
	Phase: 0200803	Phase Status: Active, Inactive, Complete	
	Cost Type: ALL	Division: ALL	
	Tran. Type: AP, EQ, GL, IC, JC, PR, OH	Customer: ALL	
	Vendor: ALL	Draw Appl. #: ALL	
	Employee: ALL	A/P Contract Labor Hours? No	
	Inv. Item: ALL	Master Job? No	
	Cost Group: ALL		

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 06/04/19
Including P.O. Receipts and Payroll in Progress

UnPosted?		Including P.O. Receipts and Payroll in Progress					Unit of Measure	
Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount	
Job: 172100 US PAVILION/PROMENADE								
Phase: 02008-03 BLUE BRIDGE SEAL COAT Cost Type: L Labor								
05/25/19	OH OVERHEAD - PR		PAYROLL OVERHEAD BURDEN				40.88	
05/25/19	PR HARSTE		STEVE W HARRIS	Check# 523633	2.00		67.68	
05/25/19	PR HARZAC		ZACHARY D. HARRIS	Check# E56359	2.00		53.68	
05/25/19	PR MURDEN		DENNIS V MURPHY	Check# 523650	2.00		78.14	
05/25/19	PR MURKAM		KAMERON C MURPHY	Check# E56403	2.00		61.14	
05/25/19	PR NORSET		SETH M NORMAN	Check# E56409	2.00		58.14	
05/25/19	PR PARANT		ANTONE B PARADISO	Check# 523653	2.00		58.14	
05/25/19	PR VANAND		ANDREW J VAN HEES	Check# E56461	2.00		53.68	
05/25/19	PR BURDEN - PR		PAYROLL BURDEN				274.33	
Subtotal for Phase: 02008-03 BLUE BRIDGE SEAL COAT Cost Type: L Labor					14.00	0.00	745.81	
Job 172100 Recap					14.00	0.00	745.81	
Total for Job: 172100 US PAVILION/PROMENADE								

Job 172100 Recap

Hours Amount	Labor	Total
02008-03 BLUE BRIDGE SEAL COAT	14.00 745.81	14.00 745.81
Total	14.00 745.81	14.00 745.81

Finish Concrete for Base Plates

= 19,404 ✓

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 06/04/19
Including P.O. Receipts and Payroll in Progress

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Report Recap by Job				9 records processed	14.00	0.00	745.81

Hours		
Amount	Labor	Total
172100 US PAVILION/PROMENADE	14.00 745.81	14.00 745.81
Total	14.00 745.81	14.00 745.81



Pavilion Reimaging design-build with Garco Construction
City of Spokane
Blue Bridge Guardrail
July 1, 2019

	Hours	Rate	Cost
Guardrail Redesign			
NAC- Manage change	2	250	500
Design	0	145	0
Manage/ coord consultant	2	145	290
Berger	4	150	600
DCI- Josh Comfort	9.25	140	1295
DCI- Dylan Larson	4.75	110	522.5
Total Fee			3207.5



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

Proposal

PROPOSAL SUBMITTED TO Garco Construction	DATE 3/7/19
STREET 4114 E Broadway	JOB NAME MOD-58 Blue Bridge Conduit refeed
CITY, STATE, AND ZIP CODE Spokane WA 99202	JOB LOCATION 507 N Howard St Spokane, WA 99201
ATTN: Rob Decker and Scott Battaglia	PHONE: 509-535-4688

Rob and Scott,
Thank you for the opportunity to provide pricing for the above mentioned project. Our proposal is detailed as follows.

General Inclusions

- Up to 60' of ¾" GRC conduit to be run on top of the bridge/curb to refeed the existing blue bridge lights.
- This price assumes that all work will be performed on the bridge deck and not out of a crane basket or being suspended over the edge.
- New conductors as needed.
- Assumes that we can tie into existing underground conduit system.

General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's

Price \$1,619.00

Thank you for the opportunity,

Steve Gilbertz
509-481-0465
PM/Estimator



www.dci-engineers.com

Washington
Oregon
California
Texas
Alaska
Colorado
Montana

March 15, 2019

Scott Battaglia
Garco Construction
4114 East Broadway
Spokane, Washington 99202

professional services agreement

Re: Structural Engineering Services Proposal for the **Howard Street Bridge Guardrail Fence Design in Spokane, Washington**

Project Description: This project includes the design of the Guardrail Fence portion of the Howard Street Bridge improvement project. The guardrail fence will be comprised of typical chain-link fence materials as directed by Northwest Fence.

Scope of Services: DCI Engineers will provide structural calculations with detailing as provided by the fence supplier. It is assumed that the existing conditions closely match the original construction drawings, but our fee includes an allowance to cover typical issues that may arise during the installation process. If excessive unforeseen as-built conditions are discovered which require significant engineering effort, those services will be performed on an hourly basis as an additional service to this contract.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost. Our fees are proposed as follows:

1. Guardrail Fence Design: \$2,500 (Fixed Fee)

Professional services for this project shall be provided according to this professional services agreement and the attached Terms and Conditions. The parties agree that this agreement and all terms and conditions hereto shall become effective immediately upon DCI's commencement of the services described herein and regardless of whether this agreement is signed by both parties. This agreement shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

Sincerely,

DCI Engineers

Joshua R. Comfort, PE, SE
Senior Project Manager

Approved By: _____ Date: _____
Signature

Printed Name: _____ Title: _____

Attachments: ☒ Terms and Conditions ☒ Schedule of Expenses ☐ BIM



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client. This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by electronic mail) to proceed with the services, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

STANDARD OF CARE: DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

CLIENT FURNISHED INFORMATION: Client shall provide DCI with a survey describing the physical characteristics, legal limitations and utility locations for the Project site, a written legal description and geotechnical reports. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness or timeliness, of services and information furnished by Client and Client's consultants, contractors and agents.

FEES: The fees set forth in this Agreement are good for 90 days from the date on the first page of this Agreement to the commencement of substantial work, as reasonably determined by DCI. If Client requests any material changes to this Agreement, or if the Project's design or construction schedule is substantially delayed, DCI reserves the right to modify its fees.

PAYMENTS: Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement by Client and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability to the Client for any costs or damages resulting from such suspension. Amounts unpaid 30 days after the invoice date will be subject to a monthly finance charge of 1.5% on the unpaid balance or maximum rate allowed by law, whichever is less. Client shall have no right of setoff against any billings of DCI for disputed services or claims.

ADDITIONAL SERVICES: Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services. Additional Services shall entitle DCI to compensation as agreed upon by the parties.

DELAY: DCI shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without the fault or negligence of DCI or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including, without limitation, their failure to furnish information in timely fashion and/or their faulty or untimely performance.

CONTINGENCY RESERVE: Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 5% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

INDEMNIFICATION: Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of DCI's breach of this Agreement, or arising out of DCI's breach of duties owed independent of this Agreement, if any, including but not limited to breach of warranty, indemnity, negligence, strict liability, or other tort or statutory cause or causes, or otherwise related to formation of this Agreement or services rendered by DCI in connection herewith, or any amendment thereto, shall not exceed ten times DCI's fee or \$500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed any limits of liability insurance then available at the time of settlement or judgment.

CONSEQUENTIAL DAMAGES: DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited, to lost profits, loss of capital, loss of use, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.

INSTRUMENTS OF SERVICE: DCI's Instruments of Service (as defined in AIA Document A201™-2017) will be prepared and are intended for use solely for this Project. DCI's Instruments of Service also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, including prompt payment of all sums when due, DCI grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from and against any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

DIGITAL MEDIA FILES: DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees to not further disseminate the Digital Media Files without DCI's prior written consent.

PROJECT SITE: DCI shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

MEDIATION: DCI and Client agree that as a condition precedent to any litigation, all disputes arising out of or relating to this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. DCI and Client further agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the Project.

LAW AND FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to laws regarding choice of law. Any mediation or litigation relating to this Agreement shall be brought in Seattle, WA.

CORPORATE RESPONSIBILITY: DCI's services shall not subject DCI's individual employees, officers or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against DCI, a Washington state corporation, and not against any of DCI's individual employees, officers or directors.

TERMINATION: Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIRD PARTIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither DCI nor Client shall assign this Agreement without the written consent of the other.

RIGHTS CUMULATIVE: All rights and remedies of either party under the Agreement, at law and in equity, will be cumulative and not mutually exclusive; the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

ENTIRE AGREEMENT: If any term, condition or provision of this Agreement, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable. Neither party has relied upon any statement, estimate, forecast, projection, representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements and representations.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or electronic mail of an image of an executed counterpart shall have the same binding effect as the hand-delivery of a manually-signed original.



SCHEDULE OF EXPENSES

DCI ENGINEERS

PROFESSIONAL SERVICES

Clerical and Administrative 1000	\$50/hr	Project Manager 3100	\$100/hr
Clerical and Administrative 1010	\$60/hr	Project Manager 3110	\$120/hr
		Project Manager 3120	\$140/hr
		Project Manager 3130	\$160/hr
Technical Designer 2000	\$60/hr		
Technical Designer 2010	\$70/hr		
Technical Designer 2020	\$80/hr	Senior Project Manager 3200	\$120/hr
Technical Designer 2030	\$90/hr	Senior Project Manager 3210	\$140/hr
Technical Designer 2040	\$100/hr	Senior Project Manager 3220	\$160/hr
		Senior Project Manager 3230	\$180/hr
Senior Technical Designer 2100	\$80/hr		
Senior Technical Designer 2110	\$100/hr	Associate 4000	\$140/hr
Senior Technical Designer 2120	\$120/hr	Associate 4010	\$160/hr
Senior Technical Designer 2130	\$140/hr	Associate 4020	\$180/hr
Senior Technical Designer 2140	\$160/hr		
		Associate Principal 4110	\$160/hr
		Associate Principal 4120	\$180/hr
		Associate Principal 4130	\$200/hr
Project Engineer 3010	\$80/hr		
Project Engineer 3020	\$90/hr		
Project Engineer 3030	\$100/hr	Principal Engineer 4200	\$160/hr
Project Engineer 3040	\$110/hr	Principal Engineer 4210	\$200/hr
Project Engineer 3050	\$120/hr	Principal Engineer 4220	\$250/hr
Project Engineer 3060	\$130/hr	Principal Engineer 4230	\$300/hr
Project Engineer 3070	\$140/hr	Principal Engineer 4240	\$300/hr

REIMBURSABLE SERVICES

Original Plots and Architectural Plotting with Drawing Files

Copies and Architectural Plotting with Plot Files

Media	Size	Fee	Media	Size	Fee
Bond	A,B+C Size	\$4.00/Plot	Bond	A+B Size	\$0.20/Plot
Bond	D,E+E1 Size	\$7.75/Plot	Bond	C+D Size	\$1.50/Plot
			Bond	E+E1 Size	\$2.50/Plot
Vellum	A,B+C Size	\$6.00/Plot	Color	A Size	\$1.00/Plot
Vellum	D,E+E1 Size	\$11.50/Plot	Color	B Size	\$1.50/Plot
			Color	Scan to File	\$5.00
Mylar	A,B+C Size	\$10.00/Plot			
Mylar	D,E+E1 Size	\$19.00/Plot			
			Out of Office Services/Expenses		\$1.10x Direct Cost
			Personnel Transportation		\$0.580/mile

STAR RENTALS

Preferred Supplier to the West's Best Contractors

www.starrentals.com

Rented from
EAST 6812 DESMET 509-924-8080 Phone
SPOKANE WA 99212 509-924-1652 Fax

Customer #: 133743
GARCO CONSTRUCTION
P O BOX 2946
SPOKANE WA 99220 2946 509-535-4688 Phone

Status: Completed

Invoice #: 395921-13
Invoice Date: Wed 5/ 8/2019
Date Out: Wed 5/ 8/2019 9:25AM
Billed Thru: Wed 5/ 8/2019
Job Loc: River front park ; Spokane, Wa
Job No: 1721
Ordered By: Travis
Terms: Net 10th
Operator: Gary Arnold
Job Descr: Will Call
PO #: 1721

Qty	Key	Items Rented	Ser#	Status	Returned Date	Price
1	190-0060#A0345	COME-A-LONG, 6T AMH LA063-2	01C0261-09	Returned	Wed 5/ 8/2019 3:02PM	\$33.00
		1day \$33.00 1week \$95.00 4weeks \$180.00				
1	190-0060#A0344	COME-A-LONG, 6T AMH LA063-2	01C0260-09	Returned	Wed 5/ 8/2019 3:02PM	\$33.00
		1day \$33.00 1week \$95.00 4weeks \$180.00				

Used at Address

River front park
Spokane, Wa

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid \$71.87 Tue 7/ 2/2019 11:08AM Check # 296529-A
Total \$71.87

Rental Contract

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM.
Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law.
This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES.
See paragraph 11 on the reverse side of this form.

Rental:	\$66.00
Subtotal:	\$66.00
SPOKANE VALLEY:	\$5.87
Total:	\$71.87
Paid:	\$71.87
Amount Due:	\$0.00

Signature:

GARCO CONSTRUCTION

Open Monday through Friday 7:00 am to 5:00 PM, Closed Saturday + Sunday

Printed On Tue 7/23/2019 9:36:23AM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #3

Contract-Params.SQL.rpt (5)



www.starrentals.com

Rented from

EAST 6812 DESMET 509-924-8080 Phone
SPOKANE WA 99212 509-924-1652 Fax

Customer #: 133743

GARCO CONSTRUCTION
P O BOX 2946

SPOKANE WA 99220 2946 509-535-4688 Phone

Status: Completed

Invoice #: 396320-13
Invoice Date: Thu 5/ 9/2019
Date Out: Thu 5/ 9/2019 9:40AM
Billed Thru: Thu 5/ 9/2019

Ordered By: miles
Terms: Net 10th
Operator: Don Miller

PO #: 17-21

Qty	Key	Items	Status	Each	Price
1	4999-0010-13	18" all purpose cconc./asphalt	Pulled	\$249.00	\$249.00

Used at Address

miles
pavilion

Thank you for your Business

Payments made on this contract:

Rental/Sale Paid \$271.16 Tue 7/ 2/2019 11:08AM Check # 296529-A
Total \$271.16

Rental Contract

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM. Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

Sales:	\$249.00
Subtotal:	\$249.00
SPOKANE VALLEY:	\$22.16
Total:	\$271.16
Paid:	\$271.16
Amount Due:	\$0.00

Signature:

GARCO CONSTRUCTION

ITEM #10

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS					
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL	
	North Side Bobcat Excavation	1.0	LS				3,549.00	-	-	-	3,549	3,549	
	Clearwater Summit Irrigation Investigation and Repair	1.0	LS				7,966.63	-	-	-	7,967	7,967	
	Garco Laborers Sawcutting and Demo 4-24-2019	9.0	mh	48				432	-	-	-	432	
	Garco Concrete Walk Behind Saw	1.0	LS			65		-	-	65	-	65	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
SUB-TOTALS								432	-	65	11,516	12,013	
ADD-ONS:								15.00% (of Labor, Material & Equip.)				75	
								OH&P: on Garco (as subcontractor) self-performed work.				4.00% (of Subcontract)	
								OH&P: on Garco (as subcontractor) subcontracted work				SUB-TOTAL 12,548	
Insurance								1.00% (of Subtotal)				125	
Bond Premium								0.75% (of Subtotal)				94	
								SUB-TOTAL				12,767	
B & O Tax								0.47% (of Subtotal)				59	
TOTAL - CHANGE ORDER REQUEST												\$ 12,826	

SPECIFIC EXCLUSIONS:

1. WSST



CLEARWATER • SUMMIT GROUP INC.

Landscape Design & Construction

6/6/2019

RE: Irrigation Repairs

5/1-pot holing around stair case under Washintong St Bridge to find mainline leaks.
5/2-pot holing to find mainline leaks, located repairs Clearwater made last year and none of these were leaking. Kept tracing mainline back up hillside up to vetrans memorial. Installed 2 quick couplers for parks to be able to drain mainline better
5/3-Continued digging near vetrans memorial to trace mainline to a point it could be capped
5/5-Finally found mainline underneath staircase next to Washinton St Bridge about 3 or 4 flights up from the bottom. Line was cut and capped. System is opperational with no leaks.

Materials	QTY	Unit Measur	Unit Cost	Total Cost
Irrigaiton	1	LS	\$ 15.00	\$ 15.00
		CY	\$ 15.21	\$ -
Total Material Cost				\$15.00

Labor

Working Foreman (1)	36.5	Hrs	\$ 55.00	\$ 2,007.50
Landscape Labor (3)	109	Hrs	\$ 45.00	\$ 4,905.00
Total Labor Cost				\$ 6,912.50

Equipment

Skid Steer		Hrs	\$ 46.63	\$ -
Mini Excavator		Hrs	\$ 46.76	\$ -
Crew Truck		Days	\$ 120.00	\$ -
Total Equipment Cost				\$ -

Total Material, Labor & Equipment **\$6,927.50**

Subtotal **\$6,927.50**

Overhead & Profit - 15% **\$ 1,039.13**

Total **\$7,966.63**

Project Manager

Carlos Lima

Email: Clima@clearwatersummitgroup.com

Cell: 208-818-4073

DAILY JOB REPORT

JOB NAME: HOWARD ST. PROM

DATE: 5/1 - 5/6

CREW:

1. Jeff DeChenne
2. Cesar Montese
3. Saul Montese

4. MARCO Rocca
5. _____
6. _____

7. _____
8. _____
9. _____

MATERIALS:

<u>PURCHASED FROM</u>	<u>PRODUCT DESCRIPTION</u>	<u>AMOUNT</u>	<u>DATE</u>

SUBCONTRACTORS:

EQUIPMENT RENTAL:

DAILY REPORT / DAY'S ACTIVITIES / CONVERSATIONS OF IMPORTANCE:

Wed. Spot digging to find mainline leaks. 10 hrs.

Thurs. " " " " Installed 2 Q.C. Couplers. 10 hrs.

Fri. Digging to find leaks. 10 hrs.

Mon. Found leak. Installed quick coupler. 6.5 hrs.

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
12/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker	17	196.00	0.00 3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)			0.00
	Demo Saw		100.00	100.00
	Compaction	1	200.00	200.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Demo saw	1	200.00	200.00
	Labor	20	55.34	1,106.80
	Hydrant install including overtime and asphalt patch, trench box for city	1	17,000.00	17,000.00
1/4/2019	Unforeseen concrete demo (demo bench wall & footing)			0.00
	Mini-Excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
	Bobcat	8	131.00	1,048.00
	Labor	8	55.34	442.72
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
1/17/2019	Unforeseen concrete breaking US Pavilion			0.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Bobcat w/breaker	8	196.00	1,568.00
1/18/2019	Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Bobcat to load out	3	131.00	393.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
1/24/2019	Unforeseen concrete breaking US Pavilion			0.00
	Bobcat w/breaker	4	196.00	784.00
	Trucking	4	135.00	540.00
1/25/2019	Concrete breaking at north swale			0.00
	Mini-excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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Northside Bobcat Service

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Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat for load out	8	131.00	1,048.00
	Trucking	6	135.00	810.00
3/18/2019	3/18-22/19 Light pole bases and excavation/backfill and compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors		1,865.50	1,865.50
4/9/2019	4/9-12/19 Build stone retaining walls on northeast entrance and north swale			0.00
	Mini-Excavator	20	131.00	2,620.00
	Labor	20	55.34	1,106.80
	Bobcat #1	20	131.00	2,620.00
	Bobcat #2	20	131.00	2,620.00
	Compactors	1	200.00	200.00
4/23/2019	Unforeseen (expose hole at Howard St Bridge; excavate/backfill & compact for safety)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	3	55.34	166.02
	Compactor	1	100.00	100.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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Northside Bobcat Service

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Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
4/24/2019	Centennial Trail asphalt demo			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor (1 man laboring; 1 man public safety)	10	55.34	553.40
	Bobcat w/breaker	1	196.00	196.00
4/25/2019	Water main break at south end of Howard St Bridge. Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor	5	55.34	276.70
	Labor	5	55.34	276.70
	Compaction	1	150.00	150.00
	Compaction	1	100.00	100.00
	Compaction	1	55.00	55.00
4/25/2019	Place crushed rock on Centennial Trail irrigation repair			0.00
	Labor (1 man labor; 1 man public safety)	8	55.34	442.72
	Bobcat #1	4	131.00	524.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

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Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat #2	4	131.00	524.00
4/26/2019	Backfill; compaction & testing and re-grade after water line break at south end of Howard St Bridge			0.00
	Compactor	1	150.00	150.00
	Compactor	1	55.00	55.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	6	55.34	332.04
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)	2	196.00	392.00
6/5/2019	Remove footing and foundation from former ice skating rink			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
6/12/2019	Unforeseen footing and foundation demo at US Pavilion seating excavation			0.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
7/9/2019	Mini-Excavator	5	131.00	655.00
	Bobcat w/breaker	5	196.00	980.00
	Demo saw	1	100.00	100.00
	Labor	1	55.34	55.34
	Unforeseen concrete footing demo at US Pavilion trench drain excavation			0.00
	Bobcat w/breaker	2	196.00	392.00
	Labor	1	55.34	55.34
	Demo saw	1	100.00	100.00
		Customer Resale No.		Subtotal \$63,394.12
		600-297-734		Sales Tax (0.0%) \$0.00
				Total \$63,394.12
Phone #	Fax #	Cell #	E-mail	Payments/Credits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due \$63,394.12

A service charge of 1.5% will be applied to all balances over 30 days

Mead, Lorraine

From: Ellison, Berry <bellison@spokanecity.org>
Sent: Friday, July 26, 2019 11:41 AM
To: Mead, Lorraine
Cc: Brown, Jo-Lynn
Subject: PROM Unforeseen Irrigation Break at Centennial Trail

Hi Lorraine,

The points below summarize the flow of events as I understand them. Please review and let me know if your recollection differs.

- Irrigation was installed per redesigned plan that added valves and heads on the west side of the clock tower as well as just north of the lilac bowl. (per revised drawings sent over 9/19/2019)
- Mainline and lateral work was completed on the centennial trail area during 2018 and was operational for several weeks. It was winterized with no issues.
- Damages to existing irrigation that was encountered during excavation of utility line along south side of centennial trail was repaired to working condition and there were no leaks reported.
- Before final paving, the system was tested for leaks and there were none reported.
- Mainline that broke under Washington Street bridge did not leak while system was running nor reveal any issues during winterization.
- After parks department notified Garco of asphalt damage, the contractor provided the labor, material and equipment to repair leaks and asphalt damage at two locations: south of the clock tower and under Washington Street bridge.
- Mainline repair under Washington Street bridge had to be traced up the staircase along the east side of Washington using specialized equipment (ie ground penetrating radar).
- Mainline was able to be excavated and capped near the top of the staircase.
- The location of investigation and repair was outside of the scope work.

Berry Ellison, PLA | City of Spokane Parks & Recreation | Riverfront Park Program Manager
tel 509.625.6276 | bellison@spokanecity.org | RiverfrontSpokane



Hill International

7/25/19

Promenade – Fix Leaks in Existing Irrigation on the CT

Based on the subcontractor quote and discussions of the scope of work - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

Blue Bridge Waterline Leak CO. Damage due
To Frozen Existing Mainline.

8/1/2019

ITEM #11



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS					
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL	
	NorthSide Bobcat Excavation	1.0	LS				3,490.00	-	-	-	3,490	3,490	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
			LS					-	-	-	-	-	
SUB-TOTALS								-	-	-	3,490	3,490	
ADD-ONS:								15.00% (of Labor, Material & Equip.)					-
								OH&P: on Garco (as subcontractor) self-performed work.					4.00% (of Subcontract)
OH&P: on Garco (as subcontractor) subcontracted work													
SUB-TOTAL												3,630	
Insurance								1.00% (of Subtotal)					36
Bond Premium								0.75% (of Subtotal)					27
SUB-TOTAL												3,693	
B & O Tax								0.47% (of Subtotal)					17
TOTAL - CHANGE ORDER REQUEST												\$ 3,710	

SPECIFIC EXCLUSIONS:

1. WSST

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
12/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker	17	196.00	3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)			0.00
	Demo Saw		100.00	100.00
	Compaction	1	200.00	200.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Demo saw	1	200.00	200.00
	Labor	20	55.34	1,106.80
	Hydrant install including overtime and asphalt patch, trench box for city	1	17,000.00	17,000.00
1/4/2019	Unforeseen concrete demo (demo bench wall & footing)			0.00
	Mini-Excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
	Bobcat	8	131.00	1,048.00
	Labor	8	55.34	442.72
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
1/17/2019	Unforeseen concrete breaking US Pavilion			0.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Bobcat w/breaker	8	196.00	1,568.00
1/18/2019	Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Bobcat to load out	3	131.00	393.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
1/24/2019	Unforeseen concrete breaking US Pavilion			0.00
	Bobcat w/breaker	4	196.00	784.00
	Trucking	4	135.00	540.00
1/25/2019	Concrete breaking at north swale			0.00
	Mini-excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat for load out	8	131.00	1,048.00
	Trucking	6	135.00	810.00
3/18/2019	3/18-22/19 Light pole bases and excavation/backfill and compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors		1,865.50	1,865.50
4/9/2019	4/9-12/19 Build stone retaining walls on northeast entrance and north swale			0.00
	Mini-Excavator	20	131.00	2,620.00
	Labor	20	55.34	1,106.80
	Bobcat #1	20	131.00	2,620.00
	Bobcat #2	20	131.00	2,620.00
	Compactors	1	200.00	200.00
4/23/2019	Unforeseen (expose hole at Howard St Bridge; excavate/backfill & compact for safety)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	3	55.34	166.02
	Compactor	1	100.00	100.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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7/14/2019	3870

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4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
4/24/2019	Centennial Trail asphalt demo			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor (1 man laboring; 1 man public safety)	10	55.34	553.40
	Bobcat w/breaker	1	196.00	196.00
4/25/2019	Water main break at south end of Howard St Bridge . Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor	5	55.34	276.70
	Labor	5	55.34	276.70
	Compaction	1	150.00	150.00
	Compaction	1	100.00	100.00
	Compaction	1	55.00	55.00
4/25/2019	Place crushed rock on Centennial Trail irrigation repair			0.00
	Labor (1 man labor; 1 man public safety)	8	55.34	442.72
	Bobcat #1	4	131.00	524.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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Invoice

Date	Invoice #
7/14/2019	3870

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Garco Construction
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Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat #2	4	131.00	524.00
4/26/2019	Backfill; compaction & testing and re-grade after water line break at south end of Howard St Bridge			0.00
	Compactor	1	150.00	150.00
	Compactor	1	55.00	55.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	6	55.34	332.04
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)	2	196.00	392.00
6/5/2019	Remove footing and foundation from former ice skating rink			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
6/12/2019	Unforeseen footing and foundation demo at US Pavilion seating excavation			0.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

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Northside Bobcat Service

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Invoice

Date	Invoice #
7/14/2019	3870

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Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
7/9/2019	Mini-Excavator	5	131.00	655.00
	Bobcat w/breaker	5	196.00	980.00
	Demo saw	1	100.00	100.00
	Labor	1	55.34	55.34
	Unforeseen concrete footing demo at US Pavilion trench drain excavation			0.00
	Bobcat w/breaker	2	196.00	392.00
	Labor	1	55.34	55.34
	Demo saw	1	100.00	100.00
		Customer Resale No.		Subtotal \$63,394.12
		600-297-734		Sales Tax (0.0%) \$0.00
				Total \$63,394.12
Phone #	Fax #	Cell #	E-mail	Payments/Credits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due \$63,394.12

A service charge of 1.5% will be applied to all balances over 30 days



Hill International

7/25/19

Promenade – Fix/Repair Damage from Existing Waterline Leak near the Blue Bridge

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

ITEM#12

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Northside Bobcat Excavation	1.0	LS				1,052.00	-	-	-	1,052	1,052
	Garco Carpenters Repair Abutment hole with Rebar/Pan-decking and Concrete 4-25-2019	9.0	mh	55				495	-	-	-	495
	Concrete Demo Saw	1.0	day			11		-	-	11	-	11
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
			LS					-	-	-	-	-
SUB-TOTALS								495	-	11	1,052	1,558
ADD-ONS:								15.00% (of Labor, Material & Equip.)				76
								OH&P: on Garco (as subcontractor) self-performed work.				4.00% (of Subcontract)
								OH&P: on Garco (as subcontractor) subcontracted work				
SUB-TOTAL												1,676
Insurance								1.00% (of Subtotal)				17
Bond Premium								0.75% (of Subtotal)				13
SUB-TOTAL												1,705
B & O Tax								0.47% (of Subtotal)				8
TOTAL - CHANGE ORDER REQUEST												\$ 1,713

SPECIFIC EXCLUSIONS:

1. WSST



Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
12/24/2018	Footing and retaining wall demo beyond original estimate (3/22/19 - 4/8/19) Bobcat with breaker	17	196.00	3,332.00
	City water - hydrant excavation; pot hole labor (Hydrant install, including overtime, asphalt patch and trench box for city)			0.00
	Demo Saw		100.00	100.00
	Compaction	1	200.00	200.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Demo saw	1	200.00	200.00
	Labor	20	55.34	1,106.80
	Hydrant install including overtime and asphalt patch, trench box for city	1	17,000.00	17,000.00
1/4/2019	Unforeseen concrete demo (demo bench wall & footing)			0.00
	Mini-Excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
	Bobcat	8	131.00	1,048.00
	Labor	8	55.34	442.72
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
1/17/2019	Unforeseen concrete breaking US Pavilion			0.00
	Mini-Excavator	10	131.00	1,310.00
	Bobcat	10	131.00	1,310.00
	Bobcat w/breaker	8	196.00	1,568.00
1/18/2019	Unforeseen concrete demo of footing and wall inside US Pavilion (previous skating arena)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Bobcat to load out	3	131.00	393.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
1/24/2019	Unforeseen concrete breaking US Pavilion			0.00
	Bobcat w/breaker	4	196.00	784.00
	Trucking	4	135.00	540.00
1/25/2019	Concrete breaking at north swale			0.00
	Mini-excavator	8	131.00	1,048.00
	Bobcat w/breaker	8	196.00	1,568.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To
Garco Construction 4114 E. Broadway Spokane, WA 99202

P.O. No.
US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat for load out	8	131.00	1,048.00
	Trucking	6	135.00	810.00
3/18/2019	3/18-22/19 Light pole bases and excavation/backfill and compaction to include Mini-Excavator; Bobcat #1, Bobcat #2, labor & compactors		1,865.50	1,865.50
4/9/2019	4/9-12/19 Build stone retaining walls on northeast entrance and north swale			0.00
	Mini-Excavator	20	131.00	2,620.00
	Labor	20	55.34	1,106.80
	Bobcat #1	20	131.00	2,620.00
	Bobcat #2	20	131.00	2,620.00
	Compactors	1	200.00	200.00
4/23/2019	Unforeseen (expose hole at Howard St Bridge; excavate/backfill & compact for safety)			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	3	55.34	166.02
	Compactor	1	100.00	100.00

			Customer Resale No. 600-297-734	Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
4/24/2019	Centennial Trail asphalt demo			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor (1 man laboring; 1 man public safety)	10	55.34	553.40
	Bobcat w/breaker	1	196.00	196.00
4/25/2019	Water main break at south end of Howard St Bridge. Complete destruction of previous two days work plus 30 tons of 5/8 minus on Garco			0.00
	Mini-Excavator	5	131.00	655.00
	Bobcat	5	131.00	655.00
	Labor	5	55.34	276.70
	Labor	5	55.34	276.70
	Compaction	1	150.00	150.00
	Compaction	1	100.00	100.00
	Compaction	1	55.00	55.00
4/25/2019	Place crushed rock on Centennial Trail irrigation repair			0.00
	Labor (1 man labor; 1 man public safety)	8	55.34	442.72
	Bobcat #1	4	131.00	524.00
		Customer Resale No. 600-297-734		Subtotal
				Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
	Bobcat #2	4	131.00	524.00
4/26/2019	Backfill; compaction & testing and re-grade after water line break at south end of Howard St Bridge			0.00
	Compactor	1	150.00	150.00
	Compactor	1	55.00	55.00
	Mini-Excavator	3	131.00	393.00
	Bobcat	3	131.00	393.00
	Labor	6	55.34	332.04
4/26/2019	Unforeseen concrete breaking in paver pathway (Bobcat w/breaker)	2	196.00	392.00
6/5/2019	Remove footing and foundation from former ice skating rink			0.00
	Mini-Excavator	3	131.00	393.00
	Bobcat w/breaker	3	196.00	588.00
	Labor	3	55.34	166.02
	Demo saw	1	100.00	100.00
6/12/2019	Unforeseen footing and foundation demo at US Pavilion seating excavation			0.00
		Customer Resale No.		Subtotal
		600-297-734		Sales Tax (0.0%)
				Total
Phone #	Fax #	Cell #	E-mail	Payments/Credits
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due

A service charge of 1.5% will be applied to all balances over 30 days

Northside Bobcat Service

PO Box 66
Colbert, WA 99005-0066

Invoice

Date	Invoice #
7/14/2019	3870

Bill To

Garco Construction
4114 E. Broadway
Spokane, WA 99202

P.O. No.

US Pavilion

Serviced	Description	Quantity	Rate	Amount
7/9/2019	Mini-Excavator	5	131.00	655.00
	Bobcat w/breaker	5	196.00	980.00
	Demo saw	1	100.00	100.00
	Labor	1	55.34	55.34
	Unforeseen concrete footing demo at US Pavilion trench drain excavation			0.00
	Bobcat w/breaker	2	196.00	392.00
	Labor	1	55.34	55.34
	Demo saw	1	100.00	100.00
		Customer Resale No.		Subtotal \$63,394.12
		600-297-734		Sales Tax (0.0%) \$0.00
				Total \$63,394.12
Phone #	Fax #	Cell #	E-mail	Payments/Credits \$0.00
(509) 238-5172	(509) 238-5172	(509) 951-2189	ranchbossbars@gmail.com	Balance Due \$63,394.12

A service charge of 1.5% will be applied to all balances over 30 days



Hill International

7/25/19

Promenade – Fix/Repair the Hole in the South Abutment of the Blue Bridge

Based on the subcontractor quote - we believe this represents a fair and reasonable cost for the work.

Lorraine Mead

137Out Of Scope Work Ammendment (Sports-Plex)

Date: Friday, July 19, 2019

Project: Riverfront Park North Bank Playground

To: Bill LaRue, ASLA

From: Jim Rhodes, PE

Cc: Andrew, Staples, PE

Aimee-Navickis-Brasch, PhD, PE

Subject: Amendment for out of Scope Work (Sports-Plex)

Dear Bill LaRue,

The purpose of this letter is to summarize our budget status for the City of Spokane Riverfront Park North Bank Playground and request an amendment for out of scope work requested by the City and verbally authorized in previous meetings. The Sports-Plex facility is developing the property directly north and adjacent to the North Bank Playground site. The Sports-Plex and Playground drainage is complex and the Sports-Plex needs to discharge large flows beyond the 50-year storm event through the Park property for conveyance to the Spokane River. During design, this was determined as feasible and we were requested to perform work to coordinate and make revisions for this to occur. Preliminary estimates had this work effort estimated to be \$10,271. Now that we have completed the tasks, the following is a summary of the out of scope work performed which we are seeking an amendment to address:

Additional Team Coordination/Project Management:	\$600
Performing Storm Drainage Concept Analysis for feasibility:	\$800
Performing Storm Drainage Design calculations at 95% design:	\$800
Performing Storm Drainage Revisions to Comments and Changes for 100% design:	\$800
Developing Pipe Alignment and vertical profile and coordinating utility clearances:	\$800
Performing Energy Dissipater Analysis:	\$1,600
Revision of Specifications for Sports-Plex Pipe system (95 and 100%)	\$800
Plans Preparation for 95% Design:	\$800
Plans Preparation for 100% Design:	\$800



Detailing the Sports-Plex Connection:	\$800
Detailing the Outfall Pipe and evaluating hydraulics:	\$800
Cost Estimating for the Sports-Plex 95% design connection:	\$400
Cost Estimating for the 100% Sports-Plex design connection	\$400
Developing Hydraulic Report documentation:	\$800
Updating Hydraulics Report based on 95% and 100% comments:	\$800
Grand Total	\$11,800

These items include only the level of effort to support the design revisions associated with the Sports-Plex drainage solution. Additional project items considered out of scope, or otherwise extra work beyond our original expectations (for all team members) are not included in this estimate. The reason our actual cost to perform this amendment work was slightly higher than estimated (\$10,271) is largely due to the complex nature of the hydraulics associated with the bluff and City outfall. It is our understanding this project likely carries with it a significant cost associated with the specialty nature of the work. It is my opinion our team's scope and fee did not fully account for the level of effort necessary to obtain full agreements with the Washington State Department of Health and that we are over budget due to other factors. Should the construction bids reflect the complex nature of this work, we would like to request the opportunity to evaluate full compensation for those complex items like the braided stream which involved a rather significant level of effort beyond original expectations.

We have also performed an opinion of probable cost for construction which breaks out the work associated with the Sports-Plex. Assuming the Contractor will furnish and install all materials, the cost associated with taking the Sports-Plex run-off to the Spokane River is approximately \$137,000. This includes the pipe materials, manholes, special bolt down lids, connection and anchoring structure at the base of the bluff, and large diameter connection to the City outfall at the Spokane River. Without the Sports-Plex, the park connection would have had a smaller pipe, no anchoring, less structures, and a much simpler connection to the City system.

Thank You for raising this issue and leading the way for a wonderful project which we have enjoyed supporting and which will no doubt be the focal point and flag ship facility for the Spokane Parks Department.

Sincerely,

Jim Rhodes



RIVERFRONT PARK REDEVELOPMENT: 2019-2020 PARKWIDE PERMITTING COMPLIANCE SERVICES EXHIBIT A: SCOPE OF WORK for Amendment No. 2

INTRODUCTION

CH2M HILL ENGINEERS, Inc. (CONSULTANT), a fully owned subsidiary of Jacobs Engineering Group Inc, is requesting a scope and budget amendment to the existing contract OPR 2016.0462 with the City of Spokane Parks and Recreation (OWNER) that concludes on June 30, 2020. This Amendment No. 2 is for permitting services for the Parkwide Riverfront Park Redevelopment project.

SCOPE OF WORK

These additional permitting services will be added to the project and are not in conflict with original and Amendment No. 1 scope:

Task 1.1 SEPA Addendum

Jacobs has prepared a second SEPA Addendum for the Riverfront Park Redevelopment Project (File Z16-667SCUP), which was not included in the scope of work. The SEPA amendment revised the project description to include a permanent stormwater and drainage system serving the North Bank Park site as well as receiving runoff from the Sport Plex's roof to the City's stormwater outfall near Washington Street.

Deliverable:

- Draft and Final SEPA Addendum.

BUDGET

Amendment No. 2 adds to the budget as follows:

Task	Hours	Labor (\$)	Expenses (\$)	Total (\$)
Task 1.1 SEPA Addendum	43	7,458	42	7,500
Total	43	7,458	42	7,500

As shown below, the existing contract will be supplemented by \$24,750.

Budget Descriptions	Budget (\$)
• Original Contract	270,000
• Amendment No. 1	26,950
• Amendment No. 2	7,500
Total	304,450

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



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
 Phone (425) 313-9161 FAX (425) 313-9194
 Email: sales@nwplayground.com

BUDGETARY QUOTE

This quote is only valid for 90 days.

Quote # 7112019CB1
 Date: 7/11/2019

To: City of Spokane
 Re: North Bank Playground- Purchase Order #2

Spokane, WA 99201
 Contact Name: Jo-Lynn Brown
 Email: jlbrown@spokanecity.org

Phone: 509.625.6264
 Cell/Fax:

Item #	Qty	Description	Price	Total Price
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EQUIPMENT

Playworld Playground Equipment (5-12 Motion Play)

ZZXX0355	1	Cruise Line - Motion Play		\$ 11,185.00
ZZXX1158	1	Accessible Whirl		\$ 11,095.00
ZZXX0151	1	Spinami		\$ 4,645.00
ZZXX0065	1	Spin Cup		\$ 775.00

Playworld Playground Equipment (2-5 Motion Play)

ZZYY1234	2	Custom 2-5 Spring Riders	\$ 4,600.00	\$ 9,200.00
ZZXX0495	2	Spring Rider Footer Frame	\$ 155.00	\$ 310.00
ZZXX0065	1	Spin Cup		\$ 775.00
ZZXX0132	1	Spintastic		\$ 715.00

Playworld Playground Equipment (slides)

8' Tube	1	8' Tube Slide - At northeast GFRC wall	\$ 6,457.00	\$ 6,457.00
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Freenotes Harmony Park Musical Equipment (Inclusive Play)

TD-IG-N	2	Set of 5 LLDPE Green Drums with Colored Caps, In-Ground, Standard Height	\$ 3,137.40	\$ 6,274.80
COL-FWR-IG	2	Flower Collection - Turquoise, Orange, Indigo, and Yellow Flower Chimes, In Ground and Surface Mt.	\$ 3,148.95	\$ 6,297.90
PBEL-IG-STL	1	Pagoda Bells, Steel Post, In-Ground.		\$ 3,939.60

Dynamo Playground Equipment

IM-1055	1	Cobra Climber, 12ft		\$ 133,327.00
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Bison Pumps

1	Bison 54" Playground Hand Pump	\$ 5,133.33	\$ 5,133.33
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Notes: *Please Note All Terms and Conditions and Pricing Provided is Part of the NASPO ValuePoint Master Agreement for 2019 - Customer is Responsible for Verifying Quantities and Descriptions.*

		Equipment Subtotal	\$ 200,129.63
Playworld	NASPO Value Point Cooperative Purchasing Discount:	NASPO 10.00%	\$ (4,515.70)
Freenotes	NASPO Value Point Cooperative Purchasing Discount:	NASPO 10.00%	\$ (2,164.56)
Dynamo	NASPO Value Point Cooperative Purchasing Discount:	NASPO 12.00%	\$ (15,999.24)
	Playworld Systems Freight:		\$ 7,744.16
	Freenotes Freight:		\$ 1,100.83
	Dynamo Freight:		\$ 12,246.15
	Equipment Total (less tax)		\$ 198,541.27

CERTIFIED INSTALLATION

1	Installation of the Playworld, Dynamo, FreeNotes, and Bison equipment listed above tower - includes erection of structures including footings. Receiving of equipment.	\$ 97,435.90
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Notes: We assume that we will be able to dispose of all packaging and equipment in owner provided dumpster. We assume that all site materials from footings will be disposed of on site or stored on site for removal / remediation by owner. We assume good access will be provided to perform the work and nothing that will prevent work to be performed by powered equipment- Tractors and excavators.

Davis Bacon Prevailing Wage Job

Installation Total: **\$ 97,435.90**

Bond or Credit Card Fee:	Performance Bond (If Required):	3.0%	\$ 5,956.24
Location Code:	Resale Certificate Required for Tax Exemption:	Tax: 8.9%	\$ 17,670.17
ORDER TOTAL:			<u>\$ 319,603.58</u>

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Ashley Larsen
Sales Assistant

Customer Signature

Date

*Thank you for considering Northwest Playground Equipment, Inc. for your
Park, Playground, Shelter and Sports Equipment requirements.*



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
 Phone (425) 313-9161 FAX (425) 313-9194
 Email: sales@nwplayground.com

Project Name: North Bank Playground- Purchase Order #2

Quote # 7112019CB1

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 90 days.

Orders placed or requested for delivery after 90 days are subject to Steel and Material price increases and Surcharges .

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits if applicable; Certified Payroll
 Site work and landscaping
 Removal of existing equipment
 Borders or drainage requirements
 Landscaping Repairs DUE to poor access or incimate weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5-12+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Ashley Larsen

Sales Assistant

 Customer Signature

Thank you for choosing Northwest Playground Equipment

 Date



July 24, 2019
File: SPP16512H

Ms. Jo-Lynn Brown
Project Coordinator
City of Spokane Parks and Recreation
City Hall Fifth Floor
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

RE: **REVISED PROPOSAL AND FEE ESTIMATE**
Special Inspection & Construction Materials
Testing Services
Riverfront Park Redevelopment
North Bank Playground
Spokane, Washington

Greetings Ms. Brown:

STRATA appreciates the opportunity to provide you the following revised proposal and fee estimate (Estimate) for special inspection (SI) and construction materials testing (CMT) services. We are confident that our firm can provide you with the required inspection and testing services in a cost-effective, timely, and professional manner.

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

- The project plans and specifications issued by City of Spokane Parks and Recreation, received June 26, 2019;
- Electronic mail and telephone conversations;
- The special inspection and testing requirements established in the 2015 *International Building Code* (IBC 2015); and
- Scoping meeting held July 22, 2019 at City Hall, between City of Spokane Parks and Recreation, Bernardo-Wills Architects, Hill International, and STRATA.

PROPOSED CONSTRUCTION

We understand the project consists of several new attractions located along the north bank of the Spokane River in Riverfront Park. The new attractions include a Water Park, Skate Park, picnic area, pavilion areas, maintenance/restroom building, parking area and landscaped areas. New construction includes site grading, installation of new utilities, cast-in-place concrete footings, foundation walls, slabs, site retaining walls, sidewalks and curbs, and portions of the Skate Park are constructed with shotcrete. The two-story maintenance building will be concrete masonry unit (CMU) construction with structural steel framing of the mezzanine and roof, and a new Hot Mixed Asphalt (HMA) parking area.

On this project, we anticipate our primary revised scope of services will consist of the following activities:

- Observation and field testing during earthwork, preparing subgrades for slab-on-grade areas, and placing base course material associated with the maintenance building;
- Special inspection of reinforced concrete for foundations of the maintenance building;
- Special inspection of structural masonry of the maintenance building;
- Special inspection of structural steel of the maintenance building;
- Special inspection of epoxy bolts; and
- Special inspection of site retaining walls.

We elaborate on our anticipated scope of services and our approach to providing The City of Spokane Parks and Recreation with professional special inspection and construction materials testing services in the following sections.

SCOPE OF SERVICES

Project Team

Ms. Heidi Brouwer will be the Project Manager and your main point of contact for the coordination of our special inspections, field observation and laboratory services. In general, requests for scheduling our inspection and testing services, meeting attendance and routine communications will be handled through our Spokane office (phone 509.891.1904). We request that scheduling calls be made a minimum of 24 hours in advance to allow the appropriate response time for requested inspections and testing.

Meetings

Our Project Manager will attend a pre-construction conference with your representative, the general contractor, appropriate subcontractors, and the local jurisdictional agency to review the special inspection and materials testing requirements for the project, and to establish report distribution protocol.

Earthwork Observation and Testing Services

We assume that GeoEngineers will retain their involvement as the Geotechnical Engineer-of-Record (GEOR) and be responsible for subgrade preparation, verification, approval and micro-pile installation. After subgrade approval, we will provide a field professional to perform soil moisture and in-place density testing services during subgrade preparation, crushed gravel base below slabs. We will perform in-place density testing in reference to the requirements established in the previously referenced project documents using a nuclear densometer. Our personnel will sample and transport to our laboratory for appropriate testing, any on-site and imported materials used for structural fill, sub-base course, and base course.

Special Inspection of Reinforcing Steel and Embedded Items

We will provide an International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to placing concrete at foundation structures, retaining walls, and slabs-on-grade for the maintenance building and retaining walls. Our reinforcing steel and embedded item inspection will include verifying type, grade, size, cleanliness, lap splice, clearance, coverage, and general placement of reinforcing steel/embedded items, with reference to project



plans and specifications. Observed discrepancies will be reported to the contractor for correction prior to the placement of concrete. If discrepancies are uncorrected, we will notify you and other designated persons of non-compliant conditions. We anticipate the contractor will supply the required reinforcing steel documentation (mill certification reports) directly to the design team for approval, eliminating the need for us to perform compliance testing. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Concrete Observation and Testing Services

Our special inspector will observe the placement of concrete for the cast-in-place footings, foundation walls, retaining walls, and slabs-on-grade for the maintenance building and retaining walls. Our field services will include testing for slump, temperature, air content, unit weight, and casting of compression test specimens. Concrete compressive strength specimens will initially cure on site for up to 24 hours and subsequently be transported to our laboratory for appropriate storage, curing and testing.

We have estimated the test requirement based on frequency of one test per 100 cubic yards, or fraction thereafter, or day's placement for each type of concrete placed. Additionally, we will cast one set of five, 4-inch by 8-inch concrete compressive strength cylinders for each sample obtained. We will test 1 concrete compressive strength specimen at 7-days, 3 at 28-days and we will hold the 5th cylinder and break it at 56-days if the average 28-day test results fail to meet the specified strength. We will notify you via telephone or email should the test results of the 7-day test achieve less than 70 percent of the design strength (f'_c) or if 28-day specimens fail to meet f'_c . Results of concrete compressive strength testing will be distributed via electronic mail to the distribution list established during the preconstruction meeting, unless directed otherwise.

Structural Concrete Masonry Observation and Testing Services

We will provide a certified special inspector to observe and test the masonry components as required by the project specifications. Prior to grout placement we will observe and document reinforcing steel placement, grout space cleanliness, and embedded items. We understand masonry components (mortar cubes, masonry grout prisms and CMU brick, etc.) used in the construction will require specimens to be obtained every 5,000 square feet. Specimen samples will be initially cured on-site for 24 to 48 hours. At the conclusion of the initial cure period, we will transport the samples to our laboratory for final curing and compressive strength testing.

Structural Steel Welding and Bolting Observation

We will provide an American Welding Society (AWS) or International Code Council (ICC) certified special inspector to observe weld connections during structural steel erection and cold-formed steel framing at the project location. Our services will include reviewing contractor's field welding procedures, observation of welder certifications, material certification, joint fit-up, pre/post-weld heat treatment, visual observation of welds and general compliance of structural steel construction to the project requirements and applicable codes. We will employ ultrasonic inspection at your request if additional inspection is warranted. Cold-formed steel framing system inspections will include visual inspection of erected light gauge steel framing, verifying material thickness, reviewing material certification submittals, inspecting threaded fastener connections, visual inspection of fillet welds and bracing stiffening, member locations and proper application of joint details at each connection.



We will provide an ICC certified special inspector to perform periodic observation during installation and tightening of high-strength bolts as dictated on the approved project plans. Our field services will include the observation of faying surfaces, fit-up, visual observation, and bolt tensioning as required by the project documents.

We anticipate the manufacturer will supply the required documentation for the structural steel and ASTM A325 bolts (mill certifications reports) to the design team for approval. However, we request copies of the mill certificates be made available for our verification of materials delivered as required by project specifications and IBC 2015.

Technical Management and Reports

Our project manager will review the daily field activities (DFA's) generated by our field staff during construction. These daily field activities will be delivered to you electronically.

We will bring to the immediate attention of the project superintendent and other designated individuals, items found in non-compliance with the project requirements. These items will be documented and the information forwarded to you periodically for appropriate follow-up action. Items that do not conform to the project documents will be delineated if unresolved during construction. As reinspection or retesting items can have a serious impact on our budget, we will review the DFA's to monitor items requiring reinspection.

SAFETY

We are committed to providing a safe work environment and take actions to prevent injury to our employees. We recognize that the most important element in the success of our business is our individual employees. We encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness, to think about their safety and well-being, and the safety of their fellow employees and co-workers.

LIMITATIONS

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

REVISED FEE ESTIMATE

We propose to perform the above Revised Scope of Services on a time-and-expense basis, as detailed on the enclosed *Preliminary Fee Estimate*. Based on our current project understanding, as conveyed throughout this proposal, we estimate our fees for this project will be **\$22,283.00**. Provided it is required, overtime will be invoiced at 1½ times the hourly rate for all time before 7:00 AM, after 5:00 PM, over 8 hours per day, weekends or holidays. A two-hour minimum charge, including travel, will be invoiced for field testing. Time and vehicle charges will be invoiced portal to portal from our office.



SUMMARY

We sincerely appreciate the opportunity to continue working with the City of Spokane Parks and Recreation, and the design team, and look forward to successful project construction and completion. We will perform the testing and inspection services in accordance to the Consultant Agreement in place with the City of Spokane Parks and Recreation Department. If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely,
STRATA



Heidi Brouwer
Assistant Construction Services Manager



Rick Woodworth
Construction Services Manager

HLB/RJW/cm

Attachment: *Revised Preliminary Fee Estimate*





REVISED PRELIMINARY FEE ESTIMATE

Riverfront Park Redevelopment
North Bank Playground

SP16512H

Project Manager: Heidi L. Brouwer

	Quantity	Unit	@	Rate	Totals
Earthwork Testing					
Field Professional <i>Estimate 15 site visits at 4 hours each for in-place density testing.</i>	60.00	each	@	\$48.00	\$2,880.00
Field Professional <i>Estimate 2 site visits at 2 hours each to obtain soil samples for laboratory analyses.</i>	4.00	hours	@	\$48.00	\$192.00
Moisture Density Relationship Curve	2.00	each	@	\$175.00	\$350.00
Sieve Analysis of Coarse & Fine Aggregate	2.00	each	@	\$125.00	\$250.00
Density Gauge - Day	10.00	each	@	\$40.00	\$400.00
Vehicle Charge	17.00	each	@	\$35.00	\$595.00
ESTIMATED FEE:					\$4,667.00
Concrete Testing					
Special Inspector <i>Estimate 15 site visits at 4 hours each for reinforcing steel inspection and concrete placement.</i>	60.00	hours	@	\$60.00	\$3,600.00
Special Inspector <i>Estimate 2 site visits at 6 hours each for reinforcing steel inspection and concrete placement of slabs-on-grade.</i>	12.00	hours	@	\$60.00	\$720.00
Field Professional <i>Estimate 10 site visits at 2 hours each for cylinder retrieval.</i>	20.00	hours	@	\$48.00	\$960.00
Compressive Strength - Cylinder - 4x8	95.00	each	@	\$22.00	\$2,090.00
Vehicle Charge	27.00	each	@	\$35.00	\$945.00
ESTIMATED FEE:					\$8,315.00
Structural Masonry					
Special Inspector <i>Estimate 14 site visits at 5 hours each for grout placement.</i>	70.00	hours	@	\$60.00	\$4,200.00
Field Professional <i>Estimate 2 site visits at 4 hours each for sample retrieval.</i>	8.00	hours	@	\$48.00	\$384.00
Compressive Strength - Grouted Masonry	8.00	each	@	\$50.00	\$400.00
Compressive Strength - Masonry Grout	8.00	each	@	\$22.00	\$176.00
Compressive Strength - Mortar Cylinder	8.00	each	@	\$22.00	\$176.00
Vehicle Charge	16.00	each	@	\$35.00	\$560.00
ESTIMATED FEE:					\$5,896.00

Structural Steel

Special Inspector - Structural Steel	20.00	hours	@	\$65.00	\$1,300.00
<i>Estimate 5 site visits at 4 hours each for steel inspection.</i>					
Special Inspector	8.00	hours	@	\$60.00	\$480.00
<i>Estimate 2 site visits at 4 hours each for epoxy inspection.</i>					
Vehicle Charge	7.00	each	@	\$35.00	\$245.00
ESTIMATED FEE:					\$2,025.00

Project Administration

Project Manager	8.00	hours	@	\$85.00	\$680.00
Project Administrator	10.00	hours	@	\$45.00	\$450.00
Final Summary Letter	1.00	each	@	\$250.00	\$250.00
ESTIMATED FEE:					\$1,380.00

Total Preliminary Fee Estimate: \$22,283.00



August 1, 2019
File: SP16512E

Mr. Jo-Lynn Brown
City of Spokane Parks and Recreation Dept.
City Hall - Fifth Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Email: jlbrown@spokanecity.org

RE: **Change Order Request**
Special Inspection and Construction
Material Testing
Riverfront Park Redevelopment
Pavilion Reconstruction
Spokane, Washington

Greetings Jo-Lynn,

We are providing this letter to summarize our current budget status, and to provide an estimated fee request for the additional inspections associated with completing the Riverfront Park Pavilion Reconstruction project.

As you are aware, STRATA provided a proposal in December, 2017 for the North Howard Street Promenade, Mid Howard Street Promenade, and Pavilion Reconstruction projects, with a budget of \$50,419.00. The two Howard Street Promenade projects utilized \$12,141.10 of the budget amount, leaving a remaining budget of \$38,277.90 for the Pavilion Reconstruction.

As of our invoice dated June 30, 2019, STRATA has invoiced \$37,046.78 for the Pavilion. Our July invoice will exceed the remaining budget of \$38,277.90 by \$1,671.88. Based on our current understanding of the inspection and testing needs for the remainder of the project, we anticipate an additional \$6,215.00, will be necessary to complete the project. Please reference the attached *Estimated Fees for Completion*.

Therefore, we respectfully request our overall budget for services performed to date for the projects (North Howard Street Promenade, Mid Howard Street Promenade, Pavilion Reconstruction) be increased from \$50,419.00 to \$58,305.88.

We look forward to continue working with the City of Spokane Parks and Recreation Department, and consider it a privilege to be a part of the Riverfront Park Redevelopment. If you have any questions or require additional information, please don't hesitate to contact us.

Sincerely,
STRATA, Inc.

A blue ink signature of Heidi L. Brouwer, consisting of a stylized 'H' and 'B' followed by a horizontal line.

Heidi L. Brouwer
Assistant Construction Services Manager

A blue ink signature of Paxton K. Anderson, featuring a stylized 'P' and 'A' followed by a horizontal line.

Paxton K. Anderson, P.E.
Director, North Region Manager

HLB/PKA/cm

Attachment: *Estimated Fees for Completion*



Riverfront Park Pavilion Reconstruction
Estimated Fees for Completion

Description	Quantity	Unit		Rate	Totals
Earthwork Testing					
Field Professional	12	hours	@	\$48.00	\$576.00
<i>Estimate 3 trips at 4 hours each for in-place density testing</i>					
Density Gauge - Day	3	days	@	\$40.00	\$120.00
Vehicle Charge	3	each	@	\$35.00	\$105.00
ESTIMATED FEE:					\$801.00
Concrete Testing					
Field Professional	36	hours	@	\$48.00	\$1,728.00
<i>Estimate 12 trips at 3 hours each for concrete testing</i>					
Field Professional	12	hours	@	\$48.00	\$576.00
<i>Estimate 6 trips at 2 hours each for cylinder retrieval</i>					
Compressive Strength - Cylinder - 4x8	60	each	@	\$22.00	\$1,320.00
Vehicle Charge	18	each	@	\$35.00	\$630.00
ESTIMATED FEE:					\$4,254.00
Asphalt Testing					
Field Professional	8	hours	@	\$48.00	\$384.00
<i>Estimate 1 trip at 8 hours for HMA density testing</i>					
Field Professional	2	hours	@	\$48.00	\$96.00
<i>Estimate 1 trip at 2 hours to retrieve batch plant sample</i>					
Asphalt Volumetrics Properties - Gyratory	1	each	@	\$250.00	\$250.00
Extraction Gradation w/Moisture - Iginition	1	each	@	\$200.00	\$200.00
Rice Max Theoretical	1	each	@	\$120.00	\$120.00
Density Gauge - Day	1	day	@	\$40.00	\$40.00
Vehicle Charge	2	each	@	\$35.00	\$70.00
ESTIMATED FEE:					\$1,160.00
Total Fee Estimate:					\$6,215.00