

Spokane Park Board Special Meeting

3:30 p.m. Dec. 19, 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

Jamie SiJohn (Absent/excused)

X Bob Anderson

X Barb Richey

X Mike Fagan – Council Liaison

Parks Staff:

Jason Conley
Fianna Dickson
Nick Hamad
Mark Buening
Al Vorderbrueggen

Jennifer Papich Mark Poirier

Angel Spell

Jonathan Moog

Berry Ellison

Megan Qureshi Katie Kosanke

Pamela Clarke

Guests:

Theresa Sanders Carol Neupert Hal McGlathery Ken Van Voorhis

MINUTES

(Click **HERE** to view a video recording of the meeting.)

1. Roll Call: Pamela Clarke

2. Additions or deletions to the agenda:

- A. Action item: Spokane Public Facilities District land lease/SportsPlex
- B. Action item: Spokane Public Facilities District Joint Use Agreement/SportsPlex
- C. Executive session: Litigation matters

Motion No. 1: Jennifer Ogden moved to defer the Spokane Public Facilities District land lease/SportsPlex and Spokane Public Facilities District Joint Use Agreement/SportsPlex action items to the Jan. 9 Park Board meeting. Garrett Jones recommended the executive session also be removed from the meeting agenda. Ms. Ogden agreed to add the removal of the executive session to her motion.

Bob Anderson seconded.

Motion carried with unanimous consent (10-0 vote).

3. **Special Guests**:

A. <u>City Administrator Theresa Sanders</u> – *Garrett Jones* introduced City Administrator *Theresa Sanders* who has been a strong advocate of Parks and Recreation during her eight years as city administrator. Ms. Sanders commended Mr. Jones and his team for all the amazing accomplishments achieved over the years. Ms. Sanders will be leaving her city position at the end of the year with the end of Mayor Condon's last term. She was presented with a poinsettia from the Manito Park greenhouse, and a commemorative Parks and Recreation coin.

B. Spokane Parks Foundation Campaign Manager Carol Neupert – Spokane Parks

Foundation Campaign Manager *Carol Neupert* presented an overview of the Riverfront Spokane fundraising campaign headed by the Spokane Parks Foundation. Her tenure as campaign manager ends this year. Ms. Neupert thanked the Park Board and staff for the strong partnership which has resulted in raising \$2.4 million toward the \$3 million campaign goal. She added she looks forward to future opportunities which help make all of Spokane's parks safe and fun places for the community to continue to enjoy and gather. In appreciation of her work and dedication, Ms. Neupert was presented with a poinsettia from the Manito Park greenhouse and a commemorative Parks and Recreation coin.

C. Remembering Marian Herzer/Hal McGlathery – Garrett Jones introduced Hal McGlathery who presented an overview of the numerous contributions made to the community by Marian Herzer who passed away Oct. 22. In 1972, Ms. Herzer founded Project Joy, a non-profit corporation which promotes seniors entertaining seniors. Since its inception, approximately 300 volunteers and 35 groups have provided about 400 performances each year.

4. Consent agenda

- A. Administrative and committee-level items:
 - 1) Nov. 14, 2019, regular Park Board meeting minutes
 - 2) Claims November 2019 (\$2,373,032.80)
 - 3) Engineering Remediation Resources Group change order #3/Dutch Jakes Park (\$127,061.25, tax inclusive)
 - 4) Ditches Unlimited change order #2/Mirror Pond (\$27,609.85, tax inclusive)
 - 5) 2020-2022 Athletic tournament fees correction
 - 6) Recreation/community centers annual contracts (\$638,578, no tax)
 - 7) Strata Engineering amendment #5/West Havermale Island material testing (\$22,581, no tax)
 - 8) Berger Partnership amendment #16/West Havermale and north bank wayfinding and signage graphics (\$11,000, no tax)
 - 9) Garco Construction change order #22/Pavilion and Promenade (\$7,988, plus tax)
 - 10) PlayCreation/West Havermale playground equipment purchase (\$326,655.13, tax inclusive)
 - 11) Heritage Links change order #2/Esmeralda Golf Course (\$39,666, tax inclusive)
 - 12) Spokane Parks Foundation Memorandum of Understanding no-cost extension

Motion No. 2: Nick Sumner moved to approve Consent Agenda items #1 - #12, as presented.

Mike Fagan seconded.

Motion carried with unanimous consent (10-0 vote).

5. Financial report and budget update: — Mark Buening provided the November financial report and budget update. Park Fund revenue is tracking at 123.59% of the projected budget. Parks and Recreation expenditures are tracking at 102.64% of the projected budget. The Golf Fund revenue is tracking at 112.51% of the projected budget. The Golf Fund expenditures are tracking at 93.77% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$54.24 million has been expended and \$3.24 million expended/committed, leaving a \$10.58 million budget balance. The goal is to spend/encumber all bond funds by the end of 2019.

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

A. <u>Riverfront Park bond budget amendment #9</u> – *Berry Ellison* presented the proposed Riverfront Park bond budget amendment #9. Mr. Ellison explained the amendment is necessary to properly allocate funds to various Riverfront Park redevelopment projects. The

proposed reallocations are based on actual costs-to-date, forecasts, commitments of the Master Plan, agreements with other departments and Park Board authorized expenditures.

Motion No. 3: Nick Sumner moved to approve amendment #9 to the Riverfront Park bond budget, as presented.

Bob Anderson seconded.

Motion carried with unanimous consent (10-0 vote).

B. LaRiviere Inc. construction contract/North bank construction contract (\$9,260,989, tax inclusive) – Garrett Jones explained that a bid protest has been received relating to this project. One of the bidders is protesting the award of the project to low bidder LaRiviere Inc. Parks staff is working with city legal, purchasing and procurement staff on the items presented in the protest. Mr. Jones presented specific motion wording the Park Board may use if the board wishes to award the project to the low bidder. The suggested wording includes that a review of the protest will be made prior to executing the contract. Ted McGregor asked if such an action by the board conveys any judgement on the validity of the challenges. Mr. Jones said no. It was also noted that the review process could take up to a few weeks. Berry Ellison presented the proposed north bank construction contract with LaRiviere in the amount of \$9,260,989, tax inclusive. In addition to the base bid, the proposed project includes \$808,731 administrative reserve and alternates 1, 4, 6a, 6b, and 7 for the maintenance and operations facility, additional wheels park and a signature basketball court.

Motion No. 4: Nick Sumner stated, "This motion awards the bid to LaRiviere for the north bank playground – Riverfront Park (Re-bid) #PW ITB 5188-19 for \$ 9,260,989.00, tax and contingency included. This award is subject to a review of the contentions contained in the protest of one of the other bidders, and a response to the protest. No contract will be executed or notice to proceed issued to LaRiviere until completion of the review and notice of the decision to the protestor."

Bob Anderson seconded. Barb Richey recused herself. Motion carried (9-0-1 vote).

C. <u>Bacon Concrete construction contract/West Havermale (\$2,120,713, tax inclusive)</u> – *Berry Ellison* presented the proposed West Havermale construction contract with responsive low bidder Bacon Concrete in the amount of \$2,120,713, tax inclusive. In addition to the base bid, the proposed project includes \$144,777 Administrative Reserve and Alternates 1, 2, and 3 for the all-inclusive playground, installation of prefabricated restroom building, and Stepwell site improvements.

Motion No. 5: Nick Sumner moved to approve the West Havermale construction contract with low bidder Bacon Concrete in the amount \$2,120,713, tax inclusive.

Jennifer Ogden seconded.

Motion carried with unanimous consent (10-0 vote).

D. Goric Marketing Group/West Havermale playground equipment purchase (\$50,524.16, freight and tax inclusive) – Berry Ellison presented the proposed playground equipment purchase for the West Havermale all-inclusive playground from Goric Marketing Group in the amount of \$50,524.16, freight and tax inclusive. Following delivery of six pieces of playground equipment, including The Dish, The Rain Maker, Stone Abacus and The Grass, Bacon Concrete will install the equipment on West Havermale Island.

Motion No. 6: Nick Sumner moved to approve the playground equipment purchase from Goric Marketing Group for the West Havermale playground in the amount of \$50,524.16, freight and tax inclusive.

Gerry Sperling seconded.

Motion carried with unanimous consent (10-0 vote).

7. Committee Reports:

Urban Forestry Tree Committee: Dec. 3, 2019, Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Feb. 4, 2020, at the Woodland Center, Finch Arboretum.

Golf Committee: Dec. 10, 2019, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m., Feb. 11, 2020, Finch Arboretum, Woodland Center.

Land Committee: Dec. 4, 2019, Jennifer Ogden

A. AM Landshaper irrigation renovation contract/Manito Park (\$601,858.72, tax inclusive) – Nick Hamad presented the proposed irrigation renovation contract with AM Landshaper for work on the Manito Park project in the amount of \$601,858.72, tax inclusive. Mr. Hamad explained this project constructs the first phase of a new high-efficiency, automated irrigation system at Manito Park which will replace the antiquated irrigation system along Grand Boulevard from 17th to 21st avenues. In addition to irrigation upgrades, the project also converts about two acres of poorly performing turf grass to new shrub beds, wildflower seed mixes and ornamental dry land grasses with new gravel pathways. The project is designed to reduce water consumption within this area of the park by 30%.

Motion No. 7: Jennifer Ogden moved to approve the irrigation renovation contract with AM Landshaper for work on the Manito Park project in the amount of \$601,858.72, tax inclusive.

Bob Anderson seconded.

Motion carried with unanimous consent (10-0 vote).

B. <u>Great Gorge Park concept</u> – *Ted McGregor* presented an overview of a proposal to explore bringing a number of individual city parks located west of Post Street Bridge, along the north and south riverbanks of the Spokane River, under the conceptual title of the Great Gorge Park. The Olmsted Brothers identified the concept in their original report to the Park Board in the early 1900s. Staff is requesting approval to explore this concept further.

Motion No. 8: Jennifer Ogden moved to approve staff to further explore the concept of the Great Gorge Park.

Rick Chase seconded.

Motion carried with unanimous consent (10-0 vote).

C. The next scheduled meeting is 4 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum.

Recreation Committee: Dec. 4, 2019, Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum.

Riverfront Park Committee: Dec. 9, 2019, Ted McGregor

A. Spokane Public Facilities District stormwater facilities general maintenance agreement/North bank – Berry Ellison presented the proposed stormwater facilities general maintenance agreement with the Spokane Public Facilities District relating to the north bank project. In this agreement, Parks and the district will share a storm wastewater system at Riverfront Park's north playground site. There is no exchange of funds as part of the agreement and the cost of maintenance will be shared.

Motion No. 9: Ted McGregor moved to approve the proposed north bank stormwater facilities general maintenance agreement with the Spokane Public Facilities District, as presented.

Jennifer Ogden seconded.

Motion carried with unanimous consent (10-0 vote).

B. The next scheduled meeting is 8:05 a.m. Feb. 10, 2020, Pavilion conference room, Riverfront Park.

Finance Committee: Dec. 10, 2019, Bob Anderson

A. Action items: None

B. The next regularly scheduled meeting is 3 p.m. Jan. 7, 2020, Pavilion conference room, Riverfront Park.

8. **Reports**:

Park Board President: Nick Sumner

1. In addition to highlighting some of this year's accomplishments, Nick Sumner focused attention on the 2020 projects, including the SportsPlex, north bank and West Havermale redevelopment projects, the Parks and Open Space Plan and the golf course irrigation projects. Mr. Sumner thanked Mr. Jones and his staff for the team's amazing accomplishments in 2019. He also expressed his gratitude to the Park Board for their leadership and dedication throughout the year. Mr. Sumner concluded with sincere appreciation to Councilmember Mike Fagan for the valued role he has served on the Park Board. Mr. Fagan was presented with a commemorative Parks and Recreation coin.

Liaisons:

- Conservation Futures Nick Sumner reported a meeting is schedule at the being of the year to discuss the Paras property and other nominated properties around Beacon Hill/Camp Sekani area.
- Parks Foundation Ted McGregor thanked Carol Neupert for the tremendous accomplishments achieved during her tenure as the foundation's campaign manager.
- 3. <u>City Council</u> *Mike Fagan* said it has been a wonderful eight years as a member of city council and attributes successes to teamwork with staff and the Park Board.

Director: Garrett Jones

1. Garrett Jones reflected on 2019 accomplishments, and extended gratitude to staff and the board for their dedication, professionalism and teamwork. He recalled starting 2019 with a landmark decision to proceed with the SportsPlex facility in partnership with the Public Facilities District. The year continued with additional community partnerships, including the Numerica Skate Ribbon and SkyRide, Providence Health's donation for the inclusive playground, and the Summer Youth card pilot program in partnership with STA, the school district and libraries. He concluded with the idea that we can't do it alone. These accomplishments come about through partnerships and teamwork. On behalf of staff, Mr. Jones presented each Park Board member with a poinsettia from the Manito Park greenhouse.

9. **Executive Session:**

A. None

10. **Correspondence**:

A. Letters/emails: None

B. Newsletters: None

11. **Public Comments**: None

12. **Adjournment**: The meeting was adjourned at 5:19 p.m.

13. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. Feb. 4, 2020, Woodland Center, Finch Arboretum Land Committee: 4 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum Recreation Committee: 5:15 p.m. Feb. 5, 2020, Woodland Center, Finch Arboretum Riverfront Park Committee: 8:05 a.m. Feb. 10, 2020, Pavilion conference room, Riverfront Park

Golf Committee: 8 a.m. Feb. 11, 2020, Woodland Center, Finch Awrboretum Finance Committee: 3 p.m. Jan. 7, 2020, Pavilion conference room, Riverfront Park

- B. Next Park Board: 3:30 p.m. Jan. 9, 2020, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by

ones, Director of Parks and Recreation



CAMPAIGN REPORT FOR SPOKANE PARK BOARD

December 19, 2019

The attached dashboard shows the current status of the Campaign for Riverfront Spokane.

- Campaign is currently at 80% of the \$3M goal, having raised \$2,394,763 to date; leaving \$605,237 dollars left to raise
- Almost 100% participation with all the "Insider" groups; the goal for these groups was \$200K and the amount raised was \$549K
- In the Lead Gift Category we have exceeded the \$2.05M goal by \$100,000
- In the Major gift category we are short of the \$750K goal having raised \$138,362 so far

Also included with this report is the Gift and Pledge Overview showing donations made to date and the remaining pledge amounts. Besides the Campaign projects, the special recognition items are also included.

The contract for the Campaign Manager is ending; however, the Campaign activities will go on and continue to be managed by the Foundation staff – Terri Fortner, Executive Director and Yvonne Trudeau, Development/Campaign Assistant. My intention is to be available through Jan 20th, 2020. There are still donor proposals to complete. Hopefully these will be wrapped up by the end of the year. I estimate there is around \$500,000 in this pipeline. Following that, I will be available as a volunteer on the Ad Hoc Playground/Campaign Committee and generally available to consult with staff and Board.

There will be ongoing opportunities to support this campaign and the remaining campaign projects: an off-leash dog park, interpretive signage, second butterfly and tour train/people mover. Needless to say, there is still a lot of untapped potential out there and as long as there are potential donors and people willing to make connections with a prospect or an outright ask down, the major gift phase of the campaign will go on - at least through the end of 2020. Now that the park's renovation is so close to being complete and people are seeing what a remarkable transformation is taking place, they are more likely to be interested in making significant donations.

The Campaign Steering Committee has formally disbanded but many of the members have indicated they will continue to promote the campaign, connect with potential donors and hold events to showcase the renovation of Riverfront Park and the availability of philanthropic opportunities.

We have recently launched the final phase of the campaign that is focused on getting the general public involved and offering recognition for gifts of \$100 - \$5000. In this public phase we are reaching out to the community through brochures, newsletters, advertisements in print media and our social media outlets, Facebook, Twitter and Instagram. We are working with Berry Ellison and Jon Moog to create a portable display for the charms that can be strategically placed in the park displaying the butterfly and dog bone charms and signage to show what they are and how to acquire them. Our social media presence is strong and is focused mainly on the benches, pavers, charms and carrousel horses. People who go to our website spokaneparksfoundation.org can see other recognition opportunities as well.

Looking back on the campaign thus far, here are some of my observations:

- It gave us the opportunity to strengthen the relationship of the Foundation with Spokane Parks and Rec, the Spokane Park Board and others within the City government
- Raised our visibility as a Foundation and gave us an opportunity to share our story and our impact over the 69 years we've been in existence
- Validated our capability to fund raise, only serving to raise the bar for future park projects throughout the County
- Demonstrated that the Foundation is a credible organization with a mission worth supporting
- Significantly increased our social media presence and 'followers'
- Significantly increased revenue to the foundation which funded the inclusive playground, the basketball court on the North Bank, and hopefully a dog park in the near future. The revenue from the Campaign for Riverfront Spokane will stay with the Foundation until utilized by Riverfront Park for enhancements and programming
- Understanding and appreciating the City's structure and processes for decision making

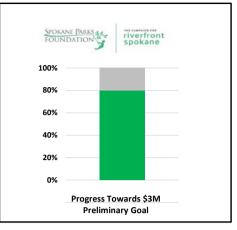
Spokane Parks Foundation is looking forward to continuing its work with the City on behalf of the beautiful parks throughout Spokane.

Submitted by Carol Neupert Campaign Manager

Attachments: Campaign Dashboard
Gift & Pledge Overview

| Summary of \$3M Campaign | | | |
|--------------------------|-------------|--|--|
| Campaign Goal | \$3,000,000 | | |
| Pledged to Date | \$2,394,763 | | |
| Balance to Raise | \$605,237 | | |
| Percent Pledged | 79.8% | | |

| Insiders Campaign | | | | |
|------------------------|------|--|--|--|
| Percent Participation | | | | |
| Foundation Board/Staff | 100% | | | |
| Campaign Steering Comm | 88% | | | |
| Spokane Park Board | 92% | | | |



| Insiders Campaign | | |
|-----------------------|-----------|--|
| Completed by 9/1/2018 | | |
| Benchmark Goal | \$200,000 | |
| Amount Raised | \$549,235 | |

| Lead Gifts | | |
|-----------------------|---|-------------|
| Completed by 6/1/2019 | | |
| Benchmark Goa | _ | \$2,050,000 |
| Amount Raised | | \$2,150,000 |

| Major Gifts | | | |
|-----------------------|-----------|--|--|
| Completed by 6/1/2019 | | | |
| Benchmark Goal | \$950,000 | | |
| Balanced to be Raised | \$811,638 | | |

| | Summary of Gifts by Giving Level | | | | | Summary of Pipeline by Giving Level | | | | |
|-----------------|----------------------------------|----------------|---------------|------------------|-------------|-------------------------------------|----------------------|-----------------------|--|--|
| Gift Size | Gifts Needed | Category Total | % of Total | Gifts to Date | \$ Raised | Prospects Needed | Balance Remaining | Solicitations Made | Low Estimate from <u>Qualified</u> Prospects | High Estimate from Qualified Prospects |
| Lead Gifts | | | | | | | | | | |
| \$1,000,000 | 1 | \$1,000,000 | | 1 | \$1,250,000 | 4 | goal met | | \$500,000 | \$1,000,000 |
| \$500,000 | 1 | \$500,000 | 68% | 1 | \$500,000 | 4 | goal met | | \$500,000 | \$1,500,000 |
| \$250,000 | 1 | \$250,000 | 08% | 1 | \$250,000 | 4 | goal met | | \$250,000 | \$1,000,000 |
| \$100,000 | 3 | \$300,000 | | 1 | \$150,000 | 12 | \$150,000 | | \$200,000 | \$400,000 |
| Major Gifts | | | | | | | | | | |
| \$50,000 | 8 | \$400,000 | | 0 | \$0 | 24 | \$400,000 | | \$200,000 | \$500,000 |
| \$25,000 | 10 | \$250,000 | 25% | 0 | \$0 | 30 | \$250,000 | | \$150,000 | \$500,000 |
| \$10,000 | 10 | \$100,000 | | 9 | \$138,362 | 30 | goal met | | \$50,000 | \$150,000 |
| Community Gifts | s | | | | | | | | | |
| \$5,000 | 15 | \$75,000 | | 10 | \$55,792 | 15 | \$19,208 | | \$25,000 | \$50,000 |
| \$1,000 | 30 | \$30,000 | 7% | 20 | \$36,254 | 30 | goal met | | \$20,000 | \$50,000 |
| Up to \$999 | Many | \$95,000 | | 83 | \$14,405 | Many | \$80,595 | | \$50,000 | \$100,000 |
| TOTAL | 100+ | \$3,000,000 | 100% | 126 | \$2,394,763 | | \$605,237 | | \$1,945,000 | \$5,250,000 |



Campaign Gift and Pledge Overview 12.12.19

| \$ Received to Date | Pledge Balance |
|---------------------|--|
| | |
| \$212,425.00 | \$1,060,025.00 |
| | \$250,000.00 |
| \$6,655.00 | |
| | |
| \$6,831.37 | |
| \$150,000.00 | |
| \$21,500.00 | |
| \$189,110.00 | \$352,782.41 |
| | 4 |
| • • | \$5,000.00 |
| \$830.00 | |
| \$4,000.00 | \$11,000.00 |
| \$500.00 | |
| \$35,000.00 | |
| \$38,362.22 | |
| \$20,000.00 | |
| \$715.955.59 | \$1,678,807.41 |
| | \$212,425.00 \$6,655.00 \$6,831.37 \$150,000.00 \$21,500.00 \$189,110.00 \$30,742.00 \$830.00 \$4,000.00 \$500.00 \$35,000.00 \$38,362.22 |

Marian Herzer, Founder of Project Joy (1932-2019)

Marian Herzer, 86, passed away on October 22, 2019 after a six months illness with her family by her side in Shoreline, WA, survived by her three sons, Scott Herzer, Honolulu, HI, Kent Herzer, Charlotte, NC, Brett Herzer, Edmonds, WA and their families.

Marian and her husband, Kaye Herzer, were hired in 1969 by the City of Spokane Parks and Recreation Department to be the co-directors of the Sinto Senior Center. Kaye was recovering from a military disability, so Marian started as the primary director. As Kaye regained his health, he became the Sinto Senior Center Director, while Marian shifted her focus on developing a women's chorus, the "Sinto Singers." Marian was amazed at how much enthusiasm this group generated. The chorus started performing locally and inspired others groups to join in, including a Vesper Choir, a choral reading group and a creative dance group, and this new program idea evolved rapidly into the City-wide program with 43 members. The City of Spokane Parks and Recreation Department and the State Office on Aging grant funded "Project Joy."

In 1972 Marian founded the nonprofit corporation that promoted "seniors entertaining seniors in senior venues." Marian had named it "PROJECT JOY," which has enjoyed the City of Spokane Parks and Recreation Department financial support since 1972.

One of the early highlights of Project Joy was its fielding a 70-voice chorus and a 20-piece orchestra for performances at the EXPO 74 World's Fair. In the 1970's Project Joy was cited as one of the reasons Spokane was named an "All-American City." In 1975 the National Council on Aging selected Project Joy as one of the top outstanding senior programs in the country.

A Spokesman-Review newspaper article on the occasion of Project Joy's 25th Anniversary quoted members of Project Joy who enjoyed giving entertainment to other seniors, who stated that the joy of helping someone else had become the cornerstones of Project Joy. Marian was quoted as saying that "Studies show that seniors who stay active and in touch with others have healthier,

happy lives." Peggy Rudolph who played string bass for the orchestra said, "It's the most exhilarating experience, and not only is the music fun, but it's also the spirit that's ever present with the group. It's music at its highest form; it's all for pure enjoyment, and music is a special thing in people's lives!"

On the occasion of the 40th Anniversary of Project Joy, Sherry Gaiser, Advisory Council President, wrote in the Project Joy Newsletter, "Forty years ago Marian Herzer turned a lovely dream into a reality—she conceived an organization made up of senior citizens who would volunteer their talents to go out into the wider community to entertain other senior citizens whose lives were narrowed by exigencies of aging. Since that dream became a reality, the senior entertainers of the aptly named Project Joy have performed for more than two million people who dwell principally in long term care, assisted living and retirement facilities.

Today (2012) Project Joy's members continue to bring happy moments to a senior population who are unable to travel to traditional entertainment venues, while age or illness may diminish them, but they need to play, to laugh, to sing, to be a part of something that brings them a smile to their faces and nourishment to their souls!"

Also, in the 40th Anniversary Project Joy Newsletter, Bob Smick was quoted as saying, "As I look back at the performing groups, I marvel at their diverse talents that were shared. Many became not only acquaintances but also personal friends. This I will always cherish. Through the years Project Joy has become a respected entity in the Spokane community, having performed to an audience of over two million. This outstanding program has stood the test of time and established a history and reputation for providing quality entertainment and a much needed service in Spokane. Our entertainers use their golden years to enrich our community with their time, skills, talents, and energy."

Over the years since 1972 up to 300 volunteers and 35 groups have given up to 400 performances annually with an average age of its performers of 73 years old.

Marian Herzer was a talented vocalist with a Master's Degree in Music, with the organizational skills to develop Project Joy, and most importantly with the kind endearing personality to inspire every individual she touched and to make them feel loved and appreciated.

THERE IS NO DOUBT THAT MARIAN HERZER WAS AN ANGEL SENT FROM NORTH DAKATO TO DEVELOP AND GUIDE PROJECT JOY AND ITS LEADERS AND MEMBERS THROUGH NEARLY FIFTY YEARS OF SERVING THOUSANDS OF SPOKANE'S SENIORS!

Hal McGlathery, a former supervisor and friend for 50 years, who was the Recreation Division Manager who secured the Spokane Parks and Recreation's financial support for Marian's Project Joy originally in 1972 which has continued through Project Joy's entire history of fifty years!

Spokane Park Board Briefing Paper



| Committee | | | | = - |
|---|---------------------------|----------------------|---|------------|
| Committee meeting date | | | | |
| Requester | Pamela Clarke | | Phone number: 625-62 | 11 |
| Type of agenda item | Consent | Discussion | Information | O Action |
| Type of contract/agreement | O New O F | Renewal/extension | Amendment/change order | Other |
| City Clerks file (OPR or policy #) | n/a | | | |
| Item title: (Use exact language noted on the agenda) | Nov. 14, 2019, | regular Park Board m | eeting minutes | |
| Begin/end dates | Begins: | Ends | : 🔲 | Open ended |
| Background/history: Park Board minutes for the Nov. 14, 2019, regular Park Board meeting Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item. | | | | |
| Approvals/signatures outside Parks: | O Yes | ○ No | | |
| If so, who/what department, agency or co | | | D. | |
| Name: | Email address | :: | Phone: | |
| Distribution: | | | | |
| Fiscal impact: Expenditure Revenue Amount: Budget code: n/a | | | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp | | W-9 (for nev | v contractors/consultants/vendors for new contractors/consultants/vertificate (min. \$1 million in Gener | endors |



Spokane Park Board

3:30 p.m. Nov. 14, 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 Interim Secretary
- X Ted McGregor
 - Rick Chase (Absent/excused)
- X Greta Gilman
 - Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Jamie SiJohn
- X Bob Anderson
- X Barb Richey
- X Mike Fagan City Council Liaison

Parks Staff:

Jason Conley Fianna Dickson Mark Buening Al Vorderbrueggen

Jennifer Papich

Angel Spell

Jonathan Moog

Berry Ellison

Megan Qureshi

Mark Poirier

Pamela Clarke

Guests:

Jerry Unruh Melissa Huggins Carol Neupert Yvonne Trudeau Terri Fortner Karen Mobley

MINUTES

1. Roll Call: Pamela Clarke
See above

2. Additions or deletions to the agenda

A. None

3. Consent agenda

A. <u>Administrative consent agenda items</u> – Nick Sumner presented the following administrative consent agenda items:

- 1) Oct. 10, 2019, regular Park Board meeting minutes Administrative
- 2) Claims for the month of October 2019 (\$3,344,799.55) Administrative
- 3) Bacon Concrete change order #1/Park Pathways (\$19,667.34, tax inclusive) Land Committee
- 4) Garco Construction change order #21/Pavilion and Promenade (\$148,380, plus tax) Riverfront Park Committee
- 5) Hill International amendment #9/Park-wide program and north bank construction management support (\$60,500, no tax) *Riverfront Park Committee*
- 6) Desautel Hege Communications contract extension (\$147,000, no tax) *Finance Committee*

Motion No. 1: Nick Sumner moved to approve Consent Agenda items #1 - #6, as presented.

Jennifer Ogden seconded.

Motion carried with unanimous consent (9-0 vote).

4. Special Guests:

A. <u>Spokane Youth and Senior Centers' Association quarterly update</u> – *Jerry Unruh*, Hillyard Senior Center executive director, presented a recap of the activities, fundraising accomplishments and participation hours for the third quarter of 2019 at Spokane's 10 youth, senior and community centers.

5. Financial report and budget update: — Mark Buening provided the October financial report and budget update. Parks Fund revenue is tracking at 126.99% of the projected budget. Parks Fund expenditures are tracking at 104.04% of the projected budget. The Golf Fund revenue is tracking at 111.79% of the projected budget. The Golf Fund expenditures are tracking at 96.38% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$53.77 million has been expended and \$3.59 million committed, leaving a \$10.7 million budget balance.

6. Committee Reports:

Urban Forestry Tree Committee: (The Nov. 5 meeting was canceled.) Rick Chase

A. Action items: None

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

Golf Committee: Nov.12, 2019, Gerry Sperling

A. Action items: None

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

Land Committee: Nov. 6, 2019, Greta Gilman

A. Release of private road easement/Palisades Park – Al Vorderbrueggen presented the proposed release of a private road adjacent to Palisades Park. Parks currently maintains a private road easement through property adjacent to Palisades Park owned by the estate of Celeste Gusman. In 2010, the Park Board approved an agreement that Parks would eventually vacate the easement when other access became available. Recently, another access became available so staff is requesting the release of this private road easement.

Motion No. 2: Greta Gilman moved to vacate the road easement, as presented.

Barb Richey seconded.

Motion carried with unanimous consent (9-0 vote).

B. The next scheduled meeting is 4 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum.

Recreation Committee: (The Nov. 6 meeting was canceled.) Sally Lodato

A. Action Item: None

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

Riverfront Park Committee: Nov. 11, 2019, Jennifer Ogden

A. <u>Höweler + Yoon Architects consultant contract/Stepwell art sculpture (\$390,000, tax inclusive)</u> – *Berry Ellison* presented the proposed Höweler + Yoon Architects consultant contract which is Phase 3 of the Lead Artist project at Riverfront Park. Initially, the proposal

was to include engineering, fabrication, delivery and installation of the Stepwell, as well as the contingency, tax, and insurance, in amount of \$440,000. Just prior to this Park Board meeting, Artist Meejin Yoon, who designed the art piece, requested the proposal be reduced to \$390,000 with the \$50,000 difference to be designated for the constructor to erect the artwork near the Bill Fearn Conservation Area on West Havermale Island. Spokane Arts Executive Director *Melissa Huggins* provided a brief report regarding the description and design of the artwork. The Stepwell is constructed of laminated layers of solid Alaskan yellow cedar, beams and a concealed steel structure anchored to concrete footings and piles. She explained the art piece does not have to be sealed as it naturally ages from its initial yellow tone to a silvery gray. If Parks chooses to seal it, the cost is estimated at \$6,000 per sealant treatment and could be sealed every four to five years.

Motion No. 3: Jennifer Ogden moved to approve the Höweler + Yoon Architects consultant contract, as presented, for the fabrication of the Stepwell art sculpture in the amount of \$390,000, tax inclusive.

Greta Gilman seconded.

Motion carried with unanimous consent (9-0 vote).

B. <u>Spokane Arts consulting contract/Riverfront Park signature art piece (\$100,000, tax inclusive)</u> – *Berry Ellison* presented the Spokane Arts consulting contract relating to the Riverfront Park signature art piece in the amount of \$100,000, tax inclusive. The proposal involves commissioning Spokane Arts to manage and administer a new art piece at Riverfront Park. The Joint Arts and Riverfront Park committees, recommend the call to artists be issued specifically to artists in the Inland Northwest and the scope of work should include an art marker.

Motion No. 4: Jennifer Ogden moved to approve the consulting contract to commission Spokane Arts to manage and administer the new art project in Riverfront Park in the amount of \$100,000 with a scope of work to include an art marker and the Call to Artists be specifically to artists in the Inland Northwest.

Jamie SiJohn seconded.

Motion carried with unanimous consent (9-0 vote).

C. <u>Riverfront Park revenue stabilization resolution (\$200,000, no tax)</u> – *Jonathan Moog* presented the Riverfront Park revenue stabilization resolution. Mr. Moog outlined the contributing factors for this year's \$590,000 shortfall, including the delayed opening of the Pavilion preventing significant revenue generation, non-bond supported FFE purchases, and the move of the Maintenance and Operations facility in anticipation of construction. Revenue from attractions and catering, which exceeded budget projections, helped reduce the shortfall to about \$200,000.

Motion No. 5: Jennifer Ogden moved to approve the Riverfront Park revenue stabilization resolution in the amount of \$200,000, no tax.

Gerry Sperling seconded.

The motion passed with unanimous consent (9-0 vote).

D. The next regularly scheduled meeting is at 8:05 a.m. Dec. 9, 2019, in the Pavilion conference room, Riverfront Park.

Finance Committee: Nov. 12, 2019, Bob Anderson

A. Spokane Parks Foundation Memorandum of Understanding/Riverfront Park all-inclusive playground funding plan – Jason Conley presented the proposed memorandum of understanding with the Spokane Parks Foundation which outlines the funding agreement for a \$900,000 Spokane Investment Pool (SIP) loan to fund the construction of a \$1.3 million, allinclusive playground in Riverfront Park. Mr. Conley introduced special guest and foundation executive director Terri Fortner. In 2017, Parks partnered with the Parks Foundation to raise monies, through private donations, to be used to fund the completion of the Riverfront Park Master Plan. This year, the foundation secured a \$1.3 million donation from Providence Health Care to fully fund an inclusive playground in Riverfront Park. The donor has committed 20% of the project funds per year, for a five-year period. To leverage bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020 which is before the donation funds are available. The donation funds would then be used to repay the SIP loan. Mr. Conley explained a SIP loan may only be granted to a city department. The foundation agreed to contribute \$400,000 as a down payment to the total project cost. Of the \$1.3 million, approximately \$250,000 will be set aside as contingency as a safe guard against any unknown factors.

Motion No. 6: Bob Anderson moved to adopt the Memorandum of Understanding with Spokane Parks Foundation which outlines the funding agreement to construct an all-inclusive playground on Havermale Island in Riverfront Park.

Barb Richey seconded Motion carried with unanimous consent (9-0 vote).

B. SIP loan resolution/Riverfront Park all-inclusive playground construction (not to exceed \$900,000) - Jason Conley presented the proposed Spokane Investment Pool (SIP) loan resolution outlining the funding mechanism to construct an all-inclusive playground on Havermale Island in Riverfront Park. The proposed resolution requests a SIP loan in the amount of \$900,000 to cover costs to construct the Shane's Inspiration Inclusive Playground. Recently, the foundation secured a \$1.3 million donation, to be dispersed over a five-year period, from Providence Health Care. Since the donation funds are disbursed to the foundation over a five-year period, the necessary funds will not be available in time to begin construction and complete the project in 2020. Delaying construction in this area would increase costs and completion of the playground would not align with the completion of adjacent bond-funded projects. These donation funds, received by the foundation, will be used to cover the SIP loan which will be taken out by Parks. The resolution states the foundation will make a \$400,000 down payment to Parks next month towards the playground project and will make biannual payments to Parks to cover the cost of the loan. The first draw from the \$900,000 loan will be \$650,000. The exact amount on the loan my not be determined until the loan closes. The estimated amount is \$900,000. Construction is scheduled to begin in the spring.

Motion No. 7: Bob Anderson moved to adopt the SIP loan resolution, not to exceed \$900,000, to fund the construction of an all-inclusive playground on Havermale Island in Riverfront Park.

Jennifer Ogden seconded Motion carried with unanimous consent (9-0 vote).

C. The next regularly scheduled meeting is a joint meeting with the Executive Team at 3 p.m.

Dec. 10, 2019, Conference Room 5A, 5th floor City Hall.

8. Reports:

Park Board President: Nick Sumner

1. Nick Sumner reported he recently met with the mayor elect. He said they had a very good conversation regarding Parks and Recreation and he looks forward to a continued positive relationship with the mayor's office.

Liaisons:

- 1. Conservation Futures Liaison No report was given.
- 2. Parks Foundation Liaison *Ted McGregor* expanded on the progress of the all-inclusive playground project in Riverfront Park. Through creative thinking and a strong partnership, this huge community project is on-course for completion in 2020.
- 3. Council Liaison No report was given.

Director: Garrett Jones

1. Garrett Jones announced Amy Lindsey was recently awarded the Employee of the Quarter for the City of Spokane. He reported Spokane is scheduled to host the 2021 Washington Recreation and Park Association annual conference, and the event will be co-chaired by Carissa Ware and Josh Oakes. Mr. Jones gave a shout out to Al Vorderbrueggen and his team for their hard work relating to the Higgins Point Overlook Project in Kendall Yards. The city unveiled the overlook in the West Central Neighborhood Oct. 17 in honor of the former, long-time director of West Central Community Center. Last month, the Spokane Tribal flag was raised on snx^w mene?, an island in Riverfront Park. Mr. Jones believes this tribute to the tribe is a reflection of a strong and growing relationship with the Spokane Tribe.

9. Executive Session:

A. None

10. Correspondence:

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

11. Public Comments: None

12. **Adjournment**: The meeting was adjourned at 4:43 p.m.

13. Meeting Dates:

A. Next Committee meeting dates:

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

Land Committee: 4 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum Recreation Committee: 5:15 p.m. Dec. 4, 2019, Woodland Center, Finch Arboretum Riverfront Park Committee: 8:05 a.m. Dec. 9, 2019, Pavilion conference room, Riverfront Park

Golf Committee: 8 a.m. Dec. 10, 2019, Woodland Center, Finch Arboretum Finance Committee and Executive Team: 3 p.m. Dec. 10, 2019, 5A conference room, 5th floor City Hall

- B.
- Next regular Park Board meeting: 3:30 p.m. Dec. 12, 2019, City Council Chambers Next special Park Board meeting: 4 p.m. Dec. 19, 2019, Conference room 5A, 5th floor C. City Hall
- D. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Spokane Park Board Briefing Paper



| Committee | | | | |
|---|---------------------------|---------------------|---|-------------|
| Committee meeting date | | | | |
| Requester | Pamela Clarke | | Phone number: 625- | 6241 |
| Type of agenda item | Consent | ODiscussion | O Information | Action |
| Type of contract/agreement | O New OR | enewal/extension | O Amendment/change ord | der 🗿 Other |
| City Clerks file (OPR or policy #) | n/a | | | |
| Item title: (Use exact language noted on the agenda) | Claims – Noven | nber 2019 | | |
| Begin/end dates | Begins: 10/01/2 | 019 End | s: 10/31/2019 | Open ended |
| Motion wording: Move to approve claims for the month of Approvals/signatures outside Parks: If so, who/what department, agency or contains: Distribution: | November 2019 a | as a consent agenda | a item. Phone: | |
| | | | | |
| Fiscal impact: Expenditure Amount: n/a | Revenue | Budget code: | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp | | W-9 (for ne | w contractors/consultants/venc (for new contractors/consultant Pertificate (min. \$1 million in Ger | s/vendors |

Updated: 10/21/2019 3:23 PM

CITY OF SPOKANE PARK AND RECREATION DIVISION NOVEMBER 2019 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - DECEMBER 19, 2019

MAINTENANCE & OPERATIONS

CAPITAL OUTLAY

| PARKS & RECREATION: | |
|------------------------------|------------------|
| SALARIES & WAGES | \$ 828,823.58 |
| MAINTENANCE & OPERATIONS | \$ 641,939.64 |
| CAPITAL OUTLAY | \$ 87,501.20 |
| PARK CUMULATIVE RESERVE FUND | \$ 136,202.80 |
| RFP BOND 2015 IMPROVEMENTS: | |
| CAPITAL OUTLAY | \$ 474,348.90 |
| GOLF: | |
| SALARIES & WAGES | \$ 115,596.80 |

TOTAL EXPENDITURES:

\$

\$

88,619.88

\$ 2,373,032.80

Spokane Park Board Briefing Paper



| Committee | Land Committee | | | |
|---|---|--|--|--|
| Committee meeting date | Dec. 4, 2019 | | | |
| Requester | Nick Hamad | | | |
| Requester phone number | 509.363.5452 | | | |
| Type of agenda item | ○ Consent | | | |
| Type of contract | New ORenewal/extension Amendment/change order Other | | | |
| City Clerks file (OPR or policy #) | OPR 2019-0418 | | | |
| Item title: (Use exact language on the agenda |) ERRG change order #3/ Dutch Jakes Park (\$127,061.25, tax inclusive) | | | |
| Begin/end dates | Begins: Dec. 19, 2019 Ends: June 1, 2020 Open ended | | | |
| Impact if not approved at this time | Delay to construction completion | | | |
| Background/history: Dutch Jakes Park change order #3 changes the contractor's scope of work to remove additional soil from the lawn area within the park to improve visibility and park safety, modify the playground to provide temporary wood fall protection surfacing to enable a fall 2019 park opening to the public, and provide several additions to park appurtenances, including painting of the play equipment, the addition of (1) ADA curb ramp, new crosswalk striping on Broadway Avenue and additional irrigation where omitted from bid plans. Soil removal and regrading and playground temporary surfacing changes will be invoiced on a time and materials basis, not to exceed the amounts listed on the change order. Recommendation/motion wording: | | | | |
| Park project in the amount of \$127,061.25, | vith Engineering Remediation Resources Group for work on the Dutch Jakes tax inclusive. | | | |
| Approvals/signatures outside Parks: If so, who/what department, agency or comp Name: ERRG | Yes No pany: Email address: ryan.bormann@errg.com Phone: 1.858.349.1502 | | | |
| Distribution: | Thea Prince | | | |
| Parks – Accounting | ryan.bormann@errg.com | | | |
| Parks – Pamela Clarke | | | | |
| Requester: Nick Hamad | | | | |
| Grant Management Department/Name | | | | |
| Fiscal impact: | | | | |
| Vendor: Existing vendor Supporting documents: | New vendor | | | |
| Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City | ✓ W-9 (for new contractors/consultants/vendors of Spokane ✓ ACH Forms (for new contractors/consultants/vendors 12/31/2019 ✓ Insurance Certificate (min. \$1 million in General Liability) | | | |

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 3

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: Berm Removal & lawn regrading (billed T&M NTE) \$35,677.00 Item 2: Playground temporary wood safety surfacing (billed T&M NTE) \$65,282.00 Item 3: Added Park Appurtenances (paint, curb ramp, re-striping, irrigation) \$15,718.00 **TOTAL AMOUNT:** \$116,677.00 **CONTRACT SUM (EXCLUDE SALES TAX)** ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) \$339,536.00 NET AMOUNT OF PREVIOUS CHANGE ORDERS \$ 83,280.00 **CURRENT CONTRACT AMOUNT** \$422,816.00 CURRENT CHANGE ORDER (EXCLUDES SALES TAX) \$116,677.00 REVISED CONTRACT SUM \$539,493.00 **CONTRACT COMPLETION DATE**

| ORIGINAL CONTRACT COMPLETION DATE | 01/31/2020 |
|-----------------------------------|-------------------------|
| CURRENT COMPLETION DATE | 01/31/2020 |
| REVISED COMPLETION DATE | 06/01/2020 |
| Contractor's Acceptance: | Date: |
| City Approval: | Date: |
| Attest: | City Clerk |
| Approved as to form: | Assistant City Attorney |

CHANGE ORDER FORM ITEM 1

| Engineering Remediation/Resources Group In | | | | Group Inc | | | Change Order Proposal | | | 4 | | Date: 11/1/19 | | |
|--|-------|--|----------|-----------|------------|------------|-----------------------|---------------|-------------|----------|------------|---------------|-------------|--|
| | | | | | | | | | | | | | | |
| | | Name of Project: | Dutch J | lakes F | Park Renov | ation | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | ITEM | DESCRIPTION | QUANT | U/M | | UNIT PRICE | | | LABOR | MATERIAL | EQUIP | SUBS | TOTAL | |
| | | 2-2001111 11011 | | | Labor | Matl | Equip | Subs | | | | | | |
| | 1 | P.M. Hours for C.O. Preparation | 8 | HR | \$59.30 | \$0.00 | \$0.00 | \$0.00 | \$474.40 | \$0.00 | \$0.00 | \$0.00 | \$474.40 | |
| | 2 | Onsite Supervision for Finish Grade Layout | 24 | HR | \$59.30 | \$0.00 | \$0.00 | \$0.00 | \$1,423.20 | \$0.00 | \$0.00 | \$0.00 | \$1,423.20 | |
| | 3 | Berm Removal & Re-Grade of Area | 1 | LS | \$8,342.80 | \$0.00 | \$4,516.90 | \$8,437.50 | \$8,342.80 | \$0.00 | \$4,516.90 | \$8,437.50 | \$21,297.20 | |
| | 4 | Irrigation Changes | 1 | LS | \$1,092.80 | \$547.50 | \$1,443.90 | \$0.00 | \$1,092.80 | \$547.50 | \$1,443.90 | \$0.00 | \$3,084.20 | |
| | 5 | | | | | | | | | | | | | |
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| | | | | | | U | | | | | | | | |
| | | SUBTOTAL | | | | | | | \$11,333.20 | \$547.50 | \$5,960.80 | \$8,437.50 | \$26,279.00 | |
| | | A & E Design | | | 0.00% | NA | | | | | | | \$0.00 | |
| | | Sales Tax | | | 8.90% | | | | \$1,008.65 | \$48.73 | \$530.51 | \$750.94 | \$2,338.83 | |
| | | Overhead and Fee - Labor | | | 29.00% | | | | \$3,286.63 | | | | \$3,286.63 | |
| | | Overhead and Fee - Equiment, Materials, Subs | | | 15.00% | | | | | \$82.13 | \$894.12 | \$1,265.63 | \$2,241.87 | |
| | | SUBTOTAL | | | | | | | | | | | \$34,146 | |
| | | B & O Taxes | | | 0.484% | | | | | | | | \$165.27 | |
| | | Bond & Insurance | | | 4.00% | | | | | T T | | | \$1,365.85 | |
| | | | | | <u> </u> | | | | | | | | | |
| | | TOTAL COST PROPOSAL | | | | | | | | | | | \$35,677 | |
| | Char | ge Order Proposal For: Removing berm and re | aradina | r cod a | roa whore | horm was | located n | or ASI Momo | dated 10/2 | 0/10 | | | | |
| | | des removal and installation of irrigation, haul | | | | | | er ASI Weillo | uateu 10/2 | 3/13. | | | | |
| | | | | | | | - | | | | | | | |
| | Pleas | se add 15 working days for this change. | | | | | | | | | | | | |
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| | | Prepared By: | Ryan Bor | mann | | | | Approved By: | | | | | | |
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CHANGE ORDER FORM ITEM 2

| | | Engineering Remediation/Resources | Grou | p Inc | | Chang | ge Ord | ler Prop | osal | 5 | | Date: | 11/9/19 | |
|---|--------|---|------------|-----------|--------------------------|---------------------|---------------------------------|----------------------|------------------------|--------------|-------------|----------------------|-------------|--|
| | | Name of Discipate | Dutob | lokoo l | Park Renov | otion | | | | | | | | |
| | | Name of Project: | Dutch | Jakes | Park Renov | ation | 1 | | | | | | | |
| | | | | | | | | | | | | | l | |
| | ITEM | DESCRIPTION | QUANT | U/M | Labor | UNIT PRICE Matl | Equip | Subs | LABOR | MATERIAL | EQUIP | SUBS | TOTAL | |
| | | Mulab baskellation | | | | | | | | | | | | |
| | 1 | Mulch Installation P.M. Hours for C.O. Preparation | 0 | HR | ¢Γ0.20 | ¢0.00 | ¢0.00 | ¢0.00 | ¢474.40 | \$0.00 | \$0.00 | \$0.00 | \$474.40 | |
| | 2 | Onsite Supervision | | HR | \$59.30 \$59.30 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$0.00 | \$474.40 \$1,423.20 | \$0.00 | \$0.00 | \$0.00 | \$474.40 | |
| | 1 | Excavate Playground Area for Mulch Install | | LS | | | \$3,162.50 | \$0.00 | \$5,464.00 | \$10,339.50 | \$3,162.50 | | \$1,423.20 | |
| | 3 | 30 | 1 | | \$5,464.00 \$1,696.80 | \$10,339.50 | \$3,162.50 | \$0.00 \$1.724.35 | \$5,464.00 | \$10,339.50 | \$3,162.50 | \$0.00 \$1,724.35 | \$18,966.00 | |
| | 4 | T&D Rock @ playground Mulch Removal (Spring) | I | LS | \$1,090.80 | \$0.00 | \$3,148.15 | \$1,724.35 | \$1,090.80 | \$0.00 | \$3,148.15 | \$1,724.33 | \$0,009.30 | |
| | _ | Remobilization/Travel | 1 | LS | ¢0.00 | ¢0.00 | ¢0.00 | ¢/ F00 00 | ¢0.00 | ¢0.00 | ተበ በበ | ¢4 E00 00 | \$6,500.00 | |
| | 5 | | | HR | \$0.00 | \$0.00 | \$0.00 | \$6,500.00 | \$0.00 \$1,423.20 | \$0.00 | \$0.00 | \$6,500.00 | \$0,500.00 | |
| | 6 | Onsite Supervision | | | \$59.30 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | | |
| | 7 | Remove Mulch | | LS | \$2,502.84 | \$0.00 | \$2,553.20 | \$4,127.55 | \$2,502.84 | \$0.00 | \$2,553.20 | \$2,240.00 | \$7,296.04 | |
| | 8 | Install New Base Rock | ļ l | LS | \$2,502.84 | \$969.90 U | \$2,553.20 | \$0.00 | \$2,502.84 | \$969.90 | \$2,553.20 | \$0.00 | \$6,025.94 | |
| | | SUBTOTAL | | | | | | | \$15,487.28 | \$11,309.40 | \$11,417.05 | \$10,464.35 | \$48,678.08 | |
| | | A & E Design | | | 0.00% | NA | | | | | | | \$0.00 | |
| | | Sales Tax | | | 8.90% | | | | \$1,378.37 | \$1,006.54 | \$1,016.12 | \$931.33 | \$4,332.35 | |
| | | Overhead and Fee - Labor | | | 29.00% | | | | \$4,491.31 | | | | \$4,491.31 | |
| | | Overhead and Fee - Equiment, Materials, Subs | | | 15.00% | | | | | \$1,696.41 | \$1,712.56 | \$1,569.65 | \$4,978.62 | |
| | | SUBTOTAL | | | | | | | | | | | \$62,480 | |
| | | B & O Taxes | | | 0.484% | | | | | | | | \$302.40 | |
| | | Bond & Insurance | | | 4.00% | | | | | | | | \$2,499.21 | |
| | | | | | | | | | | | | | | |
| | | TOTAL COST PROPOSAL | | | | | | | | | | | \$65,282 | |
| | Char | nge Order Proposal For: Installation of 9" temp | | ala s s a | ad Waad E | lbau dua ta | inou ff iol | | to inetall on | | and and | ing Dalay | sauged by | |
| | | ping delays in owner-provided play ground equ | | | | | | | | | | | | |
| | Sprin | | | | | | · · · · · · · · · · · · · · · · | | | о р. ор . о. | p.w/g | | | |
| | T | | | | | | | | | | | | . 🗔 | |
| | | se add 15 working days for this change and no allation in the Spring. Final surfacing date to be | | | | | | | inter until t | emps allow | for playgro | und surfaci | ng | |
| | IIISta | induction in the opining. I man surfacing date to be | , acteriii | IIIeu D | y Jubconiii | 40.01 3011 <u>6</u> | -Guic/avai | iability. | | | | | | |
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| | | | | | | | | | _ | | | | | |
| | | Prepared By: | Ryan Bo | rmann | | | | Approved By: | | | | | | |
| | | | | | | | | | | | | | | |
| _ | | | | | | | | | | | | | | |

CHANGE ORDER FORM ITEM 3

| | Engineering Remediation/Resources | Group | Inc | | Chang | ge Ord | ler Prop | osal | 6 | | Date: | 11/14/19 |
|--------|---|-----------|---------|-------------|------------|-------------|---------------|------------|----------|----------|------------|-------------|
| | Name of Project: | Dutch J | lakes F | Park Renov | ation | | | | | | | |
| | | | | | | | | | | | | |
| TEM | DESCRIPTION | CHANT | 1.775.0 | | UNIT PRICE | | | | | | | |
| I CIVI | DESCRIPTION | QUANT | U/M | Labor | Matl | Equip | Subs | LABOR | MATERIAL | EQUIP | SUBS | TOTAL |
| 1 | P.M. Hours for C.O. Preparation | 8 | HR | \$59.30 | \$0.00 | \$0.00 | \$0.00 | \$474.40 | \$0.00 | \$0.00 | \$0.00 | \$474.40 |
| 2 | Onsite Supervision | | HR | \$59.30 | \$0.00 | \$0.00 | \$0.00 | \$1,423.20 | \$0.00 | \$0.00 | \$0.00 | \$1,423.20 |
| 3 | ADA Ramp | | LS | \$0.00 | \$0.00 | \$0.00 | \$2,450.00 | \$0.00 | \$0.00 | \$0.00 | \$2,450.00 | \$2,450.00 |
| 4 | Curb @ Utility Pedestals | | LS | \$0.00 | \$0.00 | \$0.00 | \$810.00 | \$0.00 | \$0.00 | \$0.00 | \$810.00 | \$2,450.00 |
| 5 | Irrigation Addition not shown on plans | (0) | LS | \$470.00 | \$200.00 | \$200.00 | \$0.00 | \$470.00 | \$200.00 | \$200.00 | \$0.00 | \$870.00 |
| 6 | Restripe Crosswalk w/ traffic control | | LS | \$940.00 | \$0.00 | \$0.00 | \$1,500.00 | \$940.00 | \$0.00 | \$0.00 | \$1,500.00 | \$2,440.00 |
| 7 | Paint Basketball Hoop Pole and Playground Net Structure | 1 | LS | \$0.00 | \$0.00 | \$0.00 | \$3,300.00 | \$0.00 | \$0.00 | \$0.00 | \$3,300.00 | \$3,300.00 |
| 8 | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | SUBTOTAL | | 3 | | | | | \$3,307.60 | \$200.00 | \$200.00 | \$8,060.00 | \$11,767.60 |
| | A & E Design | | | 0.00% | NA | | | | | | | \$0.00 |
| | Sales Tax | | | 8.90% | | | | \$294.38 | \$17.80 | \$17.80 | \$717.34 | \$1,047.32 |
| | Overhead and Fee - Labor | | | 29.00% | | | | \$959.20 | | | | \$959.20 |
| | Overhead and Fee - Equiment, Materials, Subs | | | 15.00% | 5 | | | | \$30.00 | \$30.00 | \$1,209.00 | \$1,269.00 |
| | SUBTOTAL | | | | | | | | | | | \$15,043 |
| | B & O Taxes | | | 0.484% | | | | | | | | \$72.81 |
| | Bond & Insurance | , | | 4.00% | | | | | | | | \$601.72 |
| | TOTAL COST PROPOSAL | | | | | | | | | | | \$15,718 |
| | ge Order Proposal For: Misc Minor Change Itense add 5 working days for this change. | ms compl | eted a | t Dutch Jak | es Park pe | er directio | n of the City | of Spokan | е | | | |
| | | | | | | | | | | | | |
| | Prepared By: | Ryan Born | | | | | Approved By: | | | | | |

Five Star Concrete Inc. 4307 S Fosseen Rd Spokane WA 99224



Estimate

| Date | Estimate # |
|-----------|------------|
| 9/17/2019 | 4963 |

| Name | / Add | recc |
|--------|-------|------|
| Name . | Muu | 632 |

Engineering Remediation Group 3915 E. Francis Ave. Unit B1 Spokane Wa. 99217

| Description | Un | its | Qty | Cost | Total |
|--|----|-----|----------------|----------|------------|
| Dutch Jakes Park - ADA Ramp Change Order | | | | | |
| Construct new 4" ADA ramp (includes removal and replacement of curb, gravel placement/compaction as needed, truncated dome, concrete labor and material) | LS | | 1 | 2,450.00 | 2,450.00 |
| Excludes cold weather placement/compaction. General to provide adequate survey, staking/layout, testing and traffic control. | | | 92 | | |
| | | | ; . | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Thank you for the opportunity! | | | | | |
| | | Su | btotal | | \$2,450.00 |
| | | Sa | les Tax () | | \$0.00 |
| | | To | otal | | \$2,450.00 |
| Signature | - | | | | |

| Phone # | Fax# | E-mail |
|--------------|--------------|------------------------|
| 509-226-1189 | 509-226-1159 | barb@5starconcrete.com |



P.O. Box 11072 Spokane, WA 99211 509-922-7847 (P) 509-922-9879 (F)

Quotation

WA CONTRACTORS LICENSE #
ID CONTRACTORS LICENSE #

ROADPI*053DT PWC-C12871-B-5

| | -, | | | |
|-------------------|------------------|--------------------|------------|--|
| Project Name: | DUTCH JAKES PARK | Date of Quotation: | 10/22/2019 | |
| | | Bid Date: | 10/22/2019 | |
| Project Location: | SPOKANE, WA | Addendum #: | 0 | |
| | | | | |

| Item # | Quantity | Units | Description | Unit I | Price | Total Price |
|--------|----------|-------|-----------------------------------|---------------|-------|----------------|
| | | | | | | |
| 1 | 80.000 | SF | PAVEMENT MARKING REMOVAL | \$ | 25.00 | \$ 2,000.0 |
| 2 | 80.000 | SF | PAVEMENT MARKINGS - THERMOPLASTIC | \$ | 16.25 | \$ 1,300.0 |
| | | | | | | |
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| | | | | | | |
| | | | Tota | al Bid Price: | | \$ 3,300.00 |

Notes:

- 1) Quote valid for 30 days from Bid Opening.
- 2) Road Products will not schedule any work or purchase any materials until a signed proposal or subcontract is received. Must attach a copy of this proposal with Subcontract
- 3) Full payment required 30 days from completion of work. Buyer agrees to pay any collection costs and attorney fees Road Products, Inc. may incur to effect collection of monies due for work performed.
- 4) Add to our quote any applicable Sales Tax, TERO, MT GRT, or any other fees. Dollar amount in quote is net to us.
- 5) Minimum (2) Week Notice is required for scheduling work. Failure to schedule will result in additional costs to accommodate work.
- 6) Estimated time to complete is 02 working days. Time can be reduced if multiple crews can work simultaneously.
- 7) Price is based on nothing preventing RPI from full production. No standby is included in price, Standby at \$400.00 per/hr.
- 8) For Pavement Marking Obliteration, Owner/General are to provide a clean water source as well as a site to dump debris free of charge.
- 9) \$150.00 Administrative fee will be added for any online submissions
- 10) Due to the instability of Traffic Paint, Steel, and Asphalt Oil price increases, Road Products, Inc. reserves the right to adjust the pricing quoted above as we receive these increases.
- 11) GC responsible for layout of lines, crosswalks, stop bars, and symbols. Layout lines must consist of a control point every 50 ft on tangent and every 25 ft on curve. All layout must be approved before we can proceed with any striping. Please plan accordingly.

Inclusions:

- 1) Labor, materials, and equipment to install above referenced items.
- 2) Proposal is based on (2) mobilization(s), any additional mobilizations will be charged \$500.00 for each occurrence.
- 3) Above proposal is based on listed quantities, if actual quantities are 10% less or more, we reserve the right to change our pricing. Quantity to be determined upon final Completion

Exclusions:

- 1) Bond
- 5) Reference of Existing Pavement Markings, Surveying, and Staking
- Surface Prep
 Traffic Control
- 6) Liquidated Damages due to no fault of our own. Need adequate time to compete work 7) This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General

| 4) | Ele | cti | ric | al |
|----|-----|-----|-----|----|

Accepted: Confirmed:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: ECC 6

Signature:

Date of Acceptance:

zz ext 19

| Confirmed: | |
|---------------------|----------------|
| Road Products, Inc. | |
| Estimator: | Joshua Polello |
| | |

INVOICE



Tom Rogers Painting

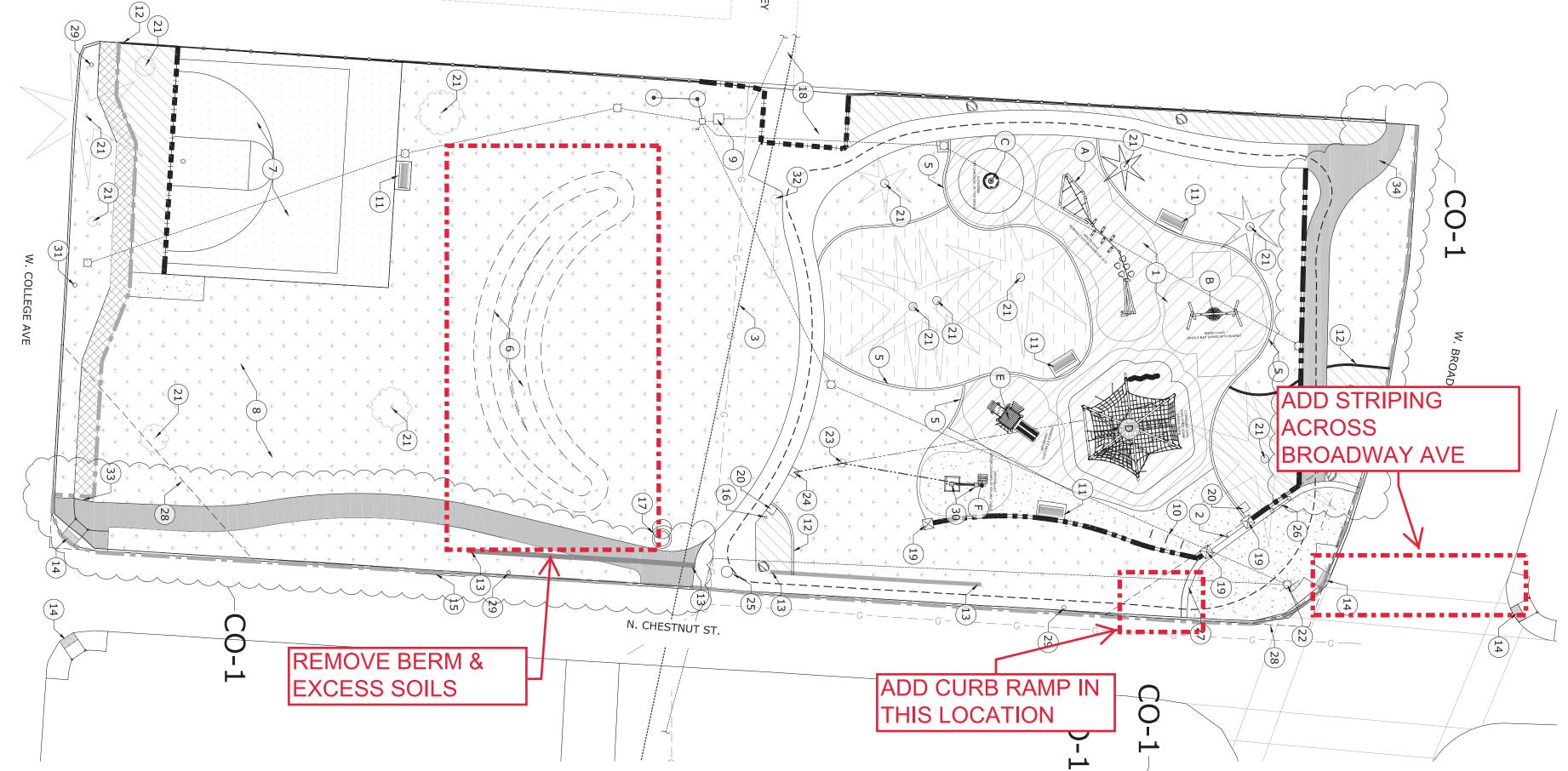
4804 N. Sunnyvale Dr., Spokane Valley, WA 99216 (509)209-6877 tomrogerspaint@gmail.com
Licensed, Bonded & Insured
Lic#: CC TOMRORP844JN

Invoice #: 2085

Billing Date: 10-28 -2019

Due upon receipt

| | Name of proj | iect: Dutch Jake's Park Renovation | | |
|---|---|------------------------------------|-----------|------------|
| | Contact Nam | e: Ron Marsh | | |
| | Billing To: ER | RG | | 27.30.00 |
| Project # / Intent #106951454 | | Details | Retainage | Cost |
| Contract Amount: | | \$1,500.00 | | \$1,500.00 |
| #1 Billing: inv | #2085 | | | |
| Bala | ance Forward: | | | |
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| | | Total Duce | | ¢1 500 00 |
| *************************************** | V | Total Due: | | \$1,500.00 |
| | 300 | | | |
| | Thank | You for your business. | | - |
| | | . ca jo. your business. | | |





Spokane Park Board Briefing Paper



| Committee | Land Committee | | | | | |
|---|-------------------------------|--------------------------|------------------------------|------------------|--|--|
| Committee meeting date | Dec. 4, 2019 | | | | | |
| Requester | Nick Hamad | | | | | |
| Requester phone number | 509.363.5452 | | | | | |
| Type of agenda item | Consent | ODiscussion | O Information | OAction | | |
| Type of contract | O New ORe | newal/extension (| Amendment/change | order OOther | | |
| City Clerks file (OPR or policy #) | OPR 2019-0925 | | | | | |
| Item title: (Use exact language on the agenda) | Ditches Unlimited | d change order #2/N | /lirror Pond (\$27,609.85, t | tax inclusive) | | |
| Begin/end dates | Begins: Dec. 19, | 2019 Ends: | May 1, 2020 | Open ended | | |
| Impact if not approved at this time | Delay to construc | tion completion | | | | |
| Background/history: Manito Park Mirror Pond change order #2 acconstantly entering the pond site, the construinstallation of safety fencing around both soi applicable taxes. | uction of an addition | onal containment be | erms at the on-site soil sto | ckpiles, and the | | |
| Recommendation/motion wording: To approval change order #2 with Ditches Unlimited for work on the Manito Park Mirror Pond project in the amount of \$27,609.85, tax inclusive. | | | | | | |
| Approvals/signatures outside Parks: | Yes | ONo | | | | |
| If so, who/what department, agency or company Name: Ditches Unlimited Inc. | | chesunlimited@gma | ail.com Phone: 20 | 8.666.1650 | | |
| Distribution: | | Thea Prince | | • | | |
| Parks – Accounting | 3 | | | 26 | | |
| Parks – Pamela Clarke | | | | | | |
| Requester: Nick Hamad | | | | | | |
| Grant Management Department/Name | | | | | | |
| Fiscal impact: Expenditure | Revenue | | | | | |
| Amount: \$27,609.85 | Budget code: 1400-30210-94 | 000-56410 | | | | |
| Ψ21,000.00 | 1400-00210-04 | 000-00-10 | | | | |
| | | | | | | |
| | | | | | | |
| Vendor: | New vendo | r | | | | |
| Supporting documents: | New vendo | | | | | |
| | | √ W-9 (for new co | ontractors/consultants/ven | | | |

Updated: 8/29/2019 2:53 PM

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

| NAME OF CONTRACTOR: DITCHES UNLIMITED, INC. | | | | | |
|--|--------------|-------------------------------|--|--|--|
| PROJECT TITLE: MANITO PARK MIRROR POND RENOVATION | | | | | |
| CITY CLERK CONTRACT NUMBER: OPR2019-0925 | | | | | |
| DESCRIPTION OF CHANGE: | AMOUNT: | | | | |
| Additional Pond Dewatering Due to Groundwater (billed daily) Construct Berm for Stockpile B per Proposal | | \$ \$15,953.40 \$ 5,100.00 | | | |
| Install safety fencing around both stockpile locations | | \$ 4,300.00 | | | |
| | | | | | |
| | | | | | |
| ТОТА | AL AMOUNT: | \$25,353.40 | | | |
| CONTRACT SUM (EXCLUDE SALES TAX) | | | | | |
| ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) | \$244,046.00 | | | | |
| NET AMOUNT OF PREVIOUS CHANGE ORDERS | \$6,106.24 | | | | |
| CURRENT CONTRACT AMOUNT | \$250,152.24 | | | | |
| CURRENT CHANGE ORDER (EXCLUDES SALES TAX) | \$25,353.40 | | | | |
| REVISED CONTRACT SUM | \$275,505.64 | | | | |
| | | | | | |
| CONTRACT COMPLETION DATE | | | | | |
| ORIGINAL CONTRACT COMPLETION DATE | 05/01/2020 | | | | |
| CURRENT COMPLETION DATE | 05/01/2020 | | | | |
| REVISED COMPLETION DATE | 05/01/2020 | | | | |
| | | | | | |
| Contractor's Acceptance: | Date: | | | | |
| City Approval: | Date: | 12/2/19 | | | |
| Attest: | | City Clerk | | | |

_____ Assistant City Attorney

Approved as to form: Main Able

Ditches Unlimited Inc.

18089 S Watson Rd Coeur d Alene ID 83814 208-666-1650

Estimate

| Date | Estimate # |
|------------|------------|
| 10/22/2019 | 201 |

Name / Address City of Spokane Parks and Rec Nick Hamad 808 Spokane Falls Blvd 5th Floor Spokane WA 99201

| | | P.O. No. | Other |
|--|-------------------|----------------------|----------------|
| | | Mirror Pond | 1016041 |
| Description | Qty | Cost | Total |
| Mobilization and administration | 1 | 25,000 | |
| Erosion and Safety control Import rock for construction entrance | 1 1 | 6,300 2,500 | 1 1 |
| Pond dewatering | 1 | 9,800 | |
| Electrical-New pump hook up | 1 | 42,769 | |
| Pond recirculating pump and associated apertures | 1 | 31,952 | |
| Trenching system | 1 | 10,000 | |
| Truck time | 480 | | 0.00 48,000.00 |
| Pond Dredging | 2,420 | 22.33 | 1 / 1 |
| Tax on Base Bid | 1 | 20,385 | |
| Alternate #1 | | | |
| Additional pond excavation | 1 | 15,000 | 0.00 15,000.00 |
| Change Order #1 11/2019 | | | |
| Labor hours to clean/pressure wash rock walls around pond | 78 | | 5.00 5,850.00 |
| Hydrant use permit | 1 | 256 | 5.24 256.24 |
| ~~~~ CHANGE ORDER ~~~~ | | | |
| November 7, 2019 | add this to scope | | |
| > Added 78 Labor. (+\$5,850.00) | / au | <u>u tilis to st</u> | <u> </u> |
| > Added 1 01 Plans and Permits. (+\$256.24) | / | | |
| Total change to estimate +\$6,106.24 | | | |
| ~~~~~~~~~~ | | | |
| Change Order #2 | • | | 45.55.40 |
| Additional de-watering due to ground water infiltrating pond (price | 30 | 531 | 1.78 15,953.40 |
| per day) Estimated 30 days | 1 | 5 100 | 5 100 00 |
| Construct earth berm around stock pile area B, to include clearing debris and ecology blocks | 1 | 5,100 | 5,100.00 |
| Install safety fence around stock pile area A and stock pile area B | 1 | 4,300 | 0.00 4,300.00 |
| TAX EXCLUDED | 1 | 1,500 | 1,500.00 |
| | | | |
| | I | | |
| | | Total | |
| | | | |

Customer Signature

From: <u>Arvistis McKinnie</u>
To: <u>Hamad, Nicholas</u>

Subject: CO #2

Date: Monday, December 02, 2019 6:12:24 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Nicholas, I hope you had a great holiday weekend. Our cost per day for dewatering is based off of 2 laborers @ the previously discussed rate of \$75.00 per hour. We are averaging 2.625 hours per day. Comes to 393.75 for labor plus 134.53 per day for the pump and 3.50 per day for fuel for a total of \$531.78 Please let me know if you would like for me to have Laura correct what she had previously sent or if this email is sufficient. Thanks!

Arvistis McKinnie

President/CEO
Ditches Unlimited Inc.
208-666-1650
www.ditchesunlimited.com

CONFIDENTIALITY NOTICE: This e-mail transmission (and the materials attached to it) are private and confidential. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, be advised that the unauthorized use, disclosure, copy, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail transmission in error, please immediately notify us by telephone to arrange for the return of the transmitted document(s).





Spokane Park Board Briefing Paper



| Committee | Recreation Committe | e | | |
|---|----------------------|------------------------|--|------------|
| Committee meeting date | Dec. 4, 2019 | | | |
| Requester | Jennifer Papich | | Phone number: 509-36 | 3-5420 |
| Type of agenda item | Consent | Discussion | O Information | Action |
| Type of contract/agreement | O New O Renev | val/extension C | Amendment/change order | Other |
| City Clerks file (OPR or policy #) | OPR 2019-0557 | | | |
| Item title: (Use exact language noted on the agenda) | 2020-2022 Athletic T | ournament Fees c | orrection | |
| Begin/end dates | Begins: 01/01/2020 | Ends: | \checkmark | Open ended |
| Background/history: There was a typo discovered in the approcess of the current of the current stournaments were listed incorrectly. This Board may approve the accurate rates. | and proposed Dwight | Merkel Soccer Tou | irnament rates for full-day an | d half-day |
| Motion wording: Motion to approve the Athletic Tournamer full-day and half-day tournaments, that was | | | Merkel Soccer Tournament | rates for |
| Approvals/signatures outside Parks: If so, who/what department, agency or co | | ● No | | |
| Name: | Email address: | | Phone: | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: | | | | |
| Fiscal impact: Expenditure Amount: n/a | Revenue Budg | get code: | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp | | ACH Forms (for | ontractors/consultants/vendors new contractors/consultants/v ficate (min. \$1 million in Gener | endors |

Updated: 10/21/2019 3:23 PM

Approved Field Use Fees for 2020

| Facility Use Fee | Type | 2011 | 2012 | 2013 | 2014-2018 | 2015 | 2019 | 2020 | 2021 | 2022 |
|-----------------------|---------------------------|--------------------|----------------------------|-------------------|------------------|----------|--------------------------|--------------------------|--------------------------|--------------------------|
| Per Hour Fee | | | Approved | Approved | Approved | Approved | Approved | | | |
| Dwight Merkel | | | Аррготей | Арргочеи | Approved | Approved | Арргочеи | | | |
| 2 mg. c me me | Adult Softball | \$16.67 | \$24.00 | \$27.00 | \$30.00 | | \$32.00 | \$32.00 | | |
| | Youth Softball | \$10.00 | \$14.00 | \$17.00 | \$17.00 | | \$19.00 | \$19.00 | | |
| | Adult Soccer Turf | \$55.00 | \$55.00 | \$55.00 | \$55.00 | | \$57.00 | \$57.00 | | |
| | Youth Soccer Turf | \$45.00 | \$45.00 | \$45.00 | \$45.00 | | \$47.00 | \$47.00 | | |
| | Adult Soccer Grass | \$30.00 | \$35.00 | \$35.00 | \$35.00 | | \$37.00 | \$37.00 | | |
| | Youth Soccer Grass | \$20.00 | \$25.00 | \$25.00 | \$25.00 | | \$27.00 | \$27.00 | | |
| SE Complex | | | | | | | | | | |
| | Adult Softball | \$10.00 | \$14.00 | \$17.00 | \$20.00 | | | | | |
| | Youth Softball | \$6.67 | \$10.00 | \$12.00 | \$12.00 | | \$13.00 | | | |
| | Adult Soccer Grass | \$20.00 | \$25.00 | \$25.00 | \$25.00 | | | | | |
| | Soccer Grass | \$15.00 | \$20.00 | \$20.00 | \$20.00 | | \$21.00 | \$21.00 | | |
| Franklin | 22223. 0.000 | 7-3.00 | 7-2-00 | 7-3.00 | 7-3.00 | | r | 7 | | |
| | Adult Softball | \$10.00 | \$14.00 | \$17.00 | \$20.00 | | \$21.00 | \$21.00 | | |
| | Youth Softball | \$6.67 | \$10.00 | \$12.00 | \$12.00 | | \$13.00 | \$13.00 | | |
| | Adult Soccer Grass | \$0.00 | \$15.00 | \$15.00 | \$15.00 | | \$16.00 | \$16.00 | | |
| | Youth Soccer Grass | \$0.00 | \$10.00 | \$10.00 | \$10.00 | | \$11.00 | \$11.00 | | |
| Lights: All Complexes | Lights (per hour) | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$12.00 | \$14.00 | \$14.00 | | |
| Tier II Parks | | Ψ20.00 | \$50/100 Hours | \$1 | \$1 | 722.00 | \$2.00 | \$2.00 | | |
| Her II Parks | Adult Baseball | | \$30/100 Hours | \$2.00 | \$2.00 | | \$3.00 | \$3.00 | | |
| Tierral III Deader | | | ¢0/ | | | | - | - | | |
| Tier III Parks | Youth Fields Adult Fields | | \$8/year \$10/year | \$0.25 \$0.25 | \$0.25 \$0.25 | | \$0.50 \$0.50 | \$0.50 \$0.50 | | |
| | | | | · | | | | · | | |
| Tournaments | Туре | Notes | 2012 | 2013 | 2014 -2019 | | 2019 | 2020 | 2021 | 2022 |
| Dwight Merkel | | | | | | | | Approved | Approved | Approved |
| Adult | 5 11 5 | 0 11 | 4 000 00 | A 2.000.00 | A 2400.00 | | da 400 00 | 42.252.22 | 42.422.22 | 42.550.00 |
| Diamond | Full Day Half Day | 8am-11pm | \$ 1,900.00 \$ 1,000.00 | | | | \$2,100.00 \$1,200.00 | \$2,250.00 \$1,350.00 | \$2,400.00 \$1,500.00 | \$2,550.00 \$1,650.00 |
| Youth | пан рау | 8a-3p;3p-11p | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | | \$1,200.00 | \$1,550.00 | \$1,500.00 | \$1,650.00 |
| Diamond | Full Day | 8am-11pm | \$ 1,000.00 | \$ 1,250.00 | \$ 1,500.00 | | \$1,500.00 | \$1,650.00 | \$1,800.00 | \$1,950.00 |
| Biamona | Half Day | 8a-3p;3p-11p | \$ 500.00 | · | | | \$800.00 | \$950.00 | \$1,100.00 | \$1,250.00 |
| Dwigth Merkel | Туре | Notes | 2012 | 2013 | 2014 -2019 | | 2019 | 2020 | 2021 | 2022 |
| Adult | Full Day | 8am-11pm | 2012 | 2013 | \$3,500.00 | | \$3,500.00 | \$3,600.00 | \$3,700.00 | \$3,800.00 |
| FB/Soccer | Half Day | 8a-3p;3p-11p | 1 | | \$1,800.00 | | \$1,800.00 | \$1,900.00 | \$2,000.00 | \$2,100.00 |
| | Full Day | 8am-11pm | Correct Number | s for Approval | \$2,400.00 | | \$2,400.00 | \$2,500.00 | \$2,600.00 | \$2,700.00 |
| Youth | | • | en approved in July 20 | | \$900 | | \$ 900 | \$1,000 | \$ 1,100 | \$ 1,200 |
| FB/Soccer | Half Day | 8a-3p;3p-11p | Correct Number | s for Approval | \$1,300.00 | | \$1,300.00 | \$1,400.00 | \$1,500.00 | \$1,600.00 |
| | Incorrect | amounts listed who | en approved in July 20 | 019 | \$600 | | \$600 | \$700 | \$800 | \$900 |
| Franklin | Туре | Notes | 2012 | 2013 | 2014 -2019 | | 2019 | 2020 | 2021 | 2022 |
| Adult | | | | | | | | | | |
| Diamond | Full Day | 8am-11pm | \$ 1,400.00 | • | | | \$1,500.00 | \$1,625.00 | \$1,750.00 | \$1,875.00 |
| | Half Day | 8a-3p;3p-11p | \$ 700.00 | \$ 750.00 | \$ 800.00 | | \$800.00 | \$925.00 | \$1,050.00 | \$1,175.00 |
| | | | | | | | | | | |
| Youth | Full Day | 8am-11pm | \$ 800.00 \$ 400.00 | | | | \$900.00 | \$1,025.00 | \$1,150.00 | \$1,275.00 |

Spokane Park Board Briefing Paper



| Committee | Recreation Co | ommittee | 9 | | |
|--|----------------------------|--------------------------|---|--------------|--|
| Committee meeting date | Dec. 4, 2019 | | | | |
| Requester | Jennifer Papie | ch | Phone number: 509-363 | 3-5420 | |
| Type of agenda item | Consent | ODiscussion | O Information | O Action | |
| Type of contract/agreement | O New O | Renewal/extension | O Amendment/change order | Other | |
| City Clerks file (OPR or policy #) | | | | | |
| Item title: (Use exact language noted on the agenda) | 2020 Recreat \$638,578. | ion Centers contract r | enewal for the combined amount | of | |
| Begin/end dates | Begins: 01/01 | 1/2020 End | ds: _{12/31/2020} | Open ended | |
| Background/history: Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2020 Recreation Budget. This amount is less than previous years due to the Southside Community Center refinancing loan that Park Board approved in Jan. 2018, the amount deducted goes to the repaying the principal of the loan to the Water Department decreasing the SSCC amount from \$115,758 to \$106,563. Centers are required to provide monthly recreation program reports to SPRD and presented quarterly to Park Board. Motion wording: Approval of the 2020 Recreation Centers Contract Renewal for the combined amount of \$638,578. | | | | | |
| Approvals/signatures outside Parks: If so, who/what department, agency or c | Yes ompany: Signa | O No atures from each of | the centers | | |
| Name: | Email addre | ess: | Phone: | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: | | | | | |
| Fiscal impact: Expenditure | Revenue | e All expenditures b | elow charged to: 1400-54180-76 | 902-54201 | |
| Amount: \$18,525 Mid City Concerns | | \$30,970 Project Jo | oy / \$72,675 West Central Commu | unity Center | |
| \$31,350 Corbin Senior Center | | \$106,563 Southsic | de Community Center | | |
| \$77,210 Sinto Senior Center | | \$39,947 Southwes | st Community Center | | |
| \$80,000 Hillyard Senior Center | | \$139,538 Northeas | st Youth Center / \$41,800 MLK C | enter | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: * Business license exp | | W-9 (for no | ew contractors/consultants/vendors s (for new contractors/consultants/v Certificate (min. \$1 million in Genera | endors | |

UBI #s and expiration dates

| Mid-City | 601-141-611 | Expires: 11/30/2019 |
|--------------|-------------|---------------------|
| Corbin | 601-138-602 | Expires: 10/31/2020 |
| Sinto | 600-261-820 | Expires: 06/30/2020 |
| Hillyard | 600-170-203 | Expires: 02/29/2020 |
| Project Joy | 601-594-598 | Expires: 11/30/2020 |
| Southside | 601-298-234 | Expires: 08/31/2020 |
| Southwest | 601-948-085 | Expires: 04/30/2020 |
| Northeast | 602-205-146 | Expires: 05/31/2020 |
| West Central | 600-409-809 | Expires: 12/31/2020 |
| MLK | 601-237-277 | Expires: 03/31/2020 |

Year to Date Center Attendance and Volunteer Hrs.

| Center | Q1 | Q2 | Q3 | YTD Volunteer Hrs. |
|---------------------------------------|---------|---------|---------|------------------------------|
| Corbin Sr. Center | 22,271 | 22,006 | 23,369 | 6,203 |
| MLK Jr. | 34,686 | 80,162 | 85,575 | 364 |
| Hillyard Sr. Center | 19,563 | 19,807 | 20,731 | 8,868 |
| MidCity Sr. Center | 7,568 | 7,848 | 5,518 | 1,012 |
| Northeast Youth Center | 37,142 | 43,767 | 71,953 | 2,603 |
| Southwest Spokane Community Center | 6,906 | 7,911 | 9,960 | 1,154 |
| Project Joy | 6,767 | 7,123 | 4,345 | 8,512 |
| Sinto Sr. Center | 11,442 | 11,520 | 8,865 | 6,949 |
| Southside Community Center | 31,870 | 33,177 | 20,009 | 5,120 |
| West Central Community Center | 21,057 | 14,862 | 46,447 | 1,226 |
| TOTAL 734,227 | 189,272 | 248,183 | 296,772 | 42,011 =\$504,132 if paid |

| Association Members | Amount of Parks Financial Support |
|--------------------------------------|-----------------------------------|
| Corbin Senior Activity Center | \$31,350 |
| MLK Jr. Center | \$41,800 |
| Hillyard Sr Center | \$80,000 |
| MidCity Sr Center | \$18,525 |
| Northeast Youth Center | \$139,538 |
| Southwest Community Center | \$39,947 |
| Project Joy | \$30,970 |
| Sinto Sr Center | \$77,210 |
| Southside Community Center | \$106,563 |
| West Central CC | \$72,675 |
| TOTAL | \$638,578 |

These Centers provide meaningful recreational services and opportunities to the community – a task that the Parks Division alone couldn't do without their partnership.

SYSCA

Spokane Youth & Senior Centers Association 2020 Contract Renewals

Association Members

Corbin Senior Activity Center

East Central Community Center (MLK Jr. Center)

Hillyard Senior Center

MidCity Concerns Senior Center

Northeast Youth Center

Southwest Spokane Community Center

Project Joy

Sinto Senior Activity Center

Southside Community Center

West Central Community Center



| City Clerk's I | No |
|----------------|----|
|----------------|----|



<u>City of Spokane</u> Parks and Recreation Division

CONTRACT

Title: "Name of Community or Senior Center"

| THIS | S CO | NTRACT i | is betwee | n th | e CITY (| OF SPOKA | NE F | PARKS A | ND RI | ECREAT | ION |
|--------------|-------|------------------|------------|------|-----------|--------------|-------|-------------|-------|---------------|------|
| DIVISION, | a \ | Nashingto | n State | mu | nicipal o | corporation, | as | ("City"), | and | "Name | of |
| Community | or or | Senior | Center", | а | 501(C)(3 | 3) non-pro | fit c | orporation, | who | se addi | ress |
| is | | | , Individu | ally | hereafter | reference | d as | a "party" | , and | together | as |
| the "parties | " | | | | | | | | | | |

WHEREAS, the "Name of Community or Senior Center" provides broad-based recreational services to the community; and

WHEREAS, it is the desire of the City to work with the "Name of Community or Senior Center" in partnership to deliver recreational services to citizens; - Now, Therefore,

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The "Name of Community or Senior Center" shall provide recreational services to the community. The "Name of Community or Senior Center" shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Division.
- 2. USE OF PREMISES BY CITY. The City shall have the option to use the "Name of Community or Senior Center" premises for Park and Recreational programs when the "Name of Community or Senior Center" is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the "Name of Community or Senior Center". The City's use of the premises shall in no way be exclusive, and shall not infringe upon the "Name of Community or Senior Center" primary usage of the premises. City's use of the premises shall be at no cost. Any additional costs incurred by the "Name of Community or Senior Center" will be agreed upon prior to the use, and shall be billed to the City.
- 2. <u>COMPENSATION</u>. The City shall pay the "Name of Community or Senior Center" Specific Dollar Amount for that Center (\$), from available City funds to help pay recreational programming costs. Any expenditures exceeding that amount will be billed to the "Name of

Community or Senior Center". The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the "Name of Community or Senior Center" thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the "Name of Community or Senior Center" will be agreed upon prior to use and shall be billed to the City.

- 3. <u>PAYMENT</u>. The "Name of Community or Senior Center" shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Community and Neighborhood Services Director, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment should be made via direct deposit/ACH within thirty (30) days after receipt of the "Name of Community or Senior Center" application except as provided by state law. Invoices should be sent electronically to the Director of Recreation or designee with the monthly report for the month being invoiced. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
- 4. <u>TERM</u>. This Contract shall begin January 1, 2020 and run through December 31, 2020, unless terminated earlier.
- 5. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The "Name of Community or Senior Center" agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the "Name of Community or Senior Center".
- 6. <u>TERMINATION</u>. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 7. <u>TAXES</u>. The "Name of Community or Senior Center" shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.
- 8. <u>INSURANCE</u>. During the term of the Contract, the "Name of Community or Senior Center" shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the "Name of Community or Senior Center" services to be provided under this Contract;

- Acceptable supplementary Umbrella insurance coverage, combined with the "Name of Community or Senior Center" General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the "Name of Community or Senior Center" or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the "Name of Community or Senior Center" shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A-or higher by A.M Best. Copies of all applicable endorsements shall be provided. The "Name of Community or Senior Center" shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 9. <u>AUDIT</u>. The "Name of Community or Senior Center" shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The "Name of Community or Senior Center" shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 10. <u>INTERNAL AUDITING CONTROL</u>. The "Name of Community or Senior Center" shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.
- 11. REPORTS AND MEETINGS.
- A. The "Name of Community or Senior Center" shall communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.
- B. The "Name of Community or Senior Center" shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10th of every month for the previous month, detailing its contractual performance including:
 - A. Monthly Attendance Reports for Activities conducted at the center Funded by Parks Funds.
 - B. Staff and Volunteer hours (unique number of volunteers with hours for each); and
 - C. List of Recreation Activities not meals; actual activities.
- C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the "Name of Community or Senior Center".
- D. At the end of the calendar year, the "Name of Community or Senior Center" shall

- submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
- E. The "Name of Community or Senior Center" shall submit a 2019 annual Financial Statement to the Spokane Parks and Recreation Division on or before March 31, 2020. In addition to the Annual Financial Statement, the following needs to be submitted:
 - A. A copy of the first two pages of the IRS Form 990 when filed each year.
- F. The Spokane Parks and Recreation Division will provide the opportunity for the "Name of Community or Senior Center" to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the City's Director of Parks and Recreation, or designee.
- G. The Director of the "Name of Community or Senior Center", or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.

12. LIABILITY.

- A. The "Name of Community or Senior Center" shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the "Name of Community or Senior Center", its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the "Name of Community or Senior Center" solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the "Name of Community or Senior Center" from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.
- 13. <u>AMENDMENT</u>. This Contract may be amended at any time by mutual written agreement.
- 14. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 15. <u>ASSIGNMENTS</u>. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.
- 16. <u>NON-WAIVER</u>. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

- 17. <u>ENTIRE AGREEMENT</u>. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.
- 18. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 19. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 20. <u>DEBARMENT AND SUSPENSION</u>. The "Name of Community or Senior Center" has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

| Dated: | CITY OF SPOKANE PARKS AND RECREATION DIVISION |
|------------|--|
| | By: |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |
| Dated: | "Name of Community or Senior Center" Email Address: |
| | |
| | Ву: |
| | Title: |

Attachments that are part of this Contract:
Attachment A – Certificate Regarding Debarment

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |

Spokane Park Board Briefing Paper



| Committee | Riverfront Park | Committee | | - |
|--|-------------------------------------|----------------------------------|--|--------------|
| Committee meeting date | Dec. 9, 2019 | | | |
| Requester | Berry Ellison | | Phone number: 50 | 9-625-6276 |
| Type of agenda item | Consent | O Discussion | O Information | Action |
| Type of contract/agreement | O New O | Renewal/extension | Amendment/change of | order Other |
| City Clerks file (OPR or policy #) | OPR 2016-069 | 5 | | |
| Item title: (Use exact language noted on the agenda) | Strata Engineer (\$22,581, no ta | | West Havermale Island mate | rial testing |
| Begin/end dates | Begins: 12/20/2 | 2019 End | ds: 12/31/2020 | Open ended |
| Background/history: Strata Engineering has performed specia will provide the budget necessary to performed special matter of the budget necessary to perform t | orm this work for | the West Havermal | e project. | |
| tax. Approvals/signatures outside Parks: | (iii) Yes | ○ No | | V,000,7.10 |
| If so, who/what department, agency or co | _ | O | | |
| Name: Paxton Anderson | Email address | s: PAnderson@strat | ageotech.com Phone: 5 | 09-981-1904 |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | | | ookanecity.org ookanecity.org @hillintl.com | |
| Fiscal impact: Expenditure | Revenue | | | |
| Amount: 22,581.00 | | Budget code: 3346 49574 94000 | 0 56522 48117 | ¥ |
| Vendor: | • | W-9 (for no | ew contractors/consultants/ve s (for new contractors/consulta Certificate (min. \$1 million in G | nts/vendors |

Updated: 10/21/2019 3:23 PM



November 12, 2019 File: SPP16512J

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

RE: PROPOSAL AND FEE ESTIMATE

Special Inspection & Construction Materials Testing Services Riverfront Park Redevelopment West Havermale Island Spokane, Washington

Greetings Ms. Brown:

STRATA appreciates the opportunity to provide you the following 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, dated November 4, 2019;
- Electronic mail dated November 8, 2019; and
- The special inspection and testing requirements established in the 2015 International Building Code (IBC 2015).

PROPOSED CONSTRUCTION

We understand the project consists of reconstruction of a new bridge across the Upper Falls intake channel on Havermale Island. Bridge construction includes structural fill below bridge abutment foundations, cast in place concrete footings, abutment walls, wing walls, and diaphragms, prestressed triple T bridge girders, guard rail curb, and steel guardrails. Site construction includes reconstructed hot mixed asphalt (HMA) parking area and pedestrian paths and construction of a new sculpture feature.

On this project, we anticipate our primary 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 bridge foundations, walls and diaphragms; building;
- Observations and field-testing during placement of HMA;
- Special inspection of high strength bolts; and
- If required, special inspection of sculpture fasteners and epoxy.

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 will provide a field professional to perform soil moisture and in-place density testing services during subgrade preparation, and crushed gravel base below HMA. 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



Page 3

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, and foundation 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 150 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 5^{th} 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.

Our proposal is based on the assumption that a PCCA certified pre stressed concrete plant will be utilized in the construction of the triple T girders and that special inspection of pre stressed concrete will not be required. We can perform these services at an additional fee if they are required.

Structural Steel Bolting Observation

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.

Sculpture Fasteners

The documents used as a basis for this proposal do not indicate if special inspection of the fasteners used for construction of the sculpture will be required. We anticipate, based on the nature of the sculpture for public use, special inspection may be required. We have included as a separate category, special inspection of the fasteners and epoxy for the sculpture. This category can be subtracted from the estimated project total if not required.



Page 4

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, special 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, special 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.

FEE ESTIMATE

We propose to perform the above 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 **\$22,581.00**. 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.



Page 5

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 special 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 he sitate to call.

Sincerely, STRATA

Heidi Brouwer

Construction Services Manager

uch Woodwa

Rick Woodworth

Senior Project Manager

HLB/RJW/kh

Attachment: Preliminary Fee Estimate





PRELIMINARY FEE ESTIMATE

West Havermale Island

SP16512J

Project Manager: Heidi Brouwer

| | Quantity | Unit | @ | Rate | Totals |
|---|--------------|-------|----|--------------|------------|
| Eart | hwork Test | ing | | | |
| Field Professional | 60.00 | hours | @ | \$48.00 | \$2,880.00 |
| Estimate 15 site visits at 4 hours each for density testing. | | | | | |
| Field Professional | 4.00 | hours | @ | \$48.00 | \$192.00 |
| Estimate 2 site visits at 2 hours each for soil/aggregate sample retrieval. | | | | | |
| Moisture Density Relationship Curve | 2.00 | each | @ | \$175.00 | \$350.00 |
| Density Gauge - Day | 15.00 | each | @ | \$40.00 | \$600.00 |
| Vehicle Charge | 17.00 | each | @ | \$35.00 | \$595.00 |
| | | | ES | TIMATED FEE: | \$4,617.00 |
| Cor | ncrete Testi | ng | | | |
| Special Inspector | 50.00 | hours | @ | \$60.00 | \$3,000.00 |
| Estimate 10 visits at 5 hours each for reinforcing steel inspection and concrete placement. | | | | | |
| Field Professional | 20.00 | hours | @ | \$48.00 | \$960.00 |
| Estimate 10 site visits at 2 hours each for cylinder sample retrieval. | | | | | |
| Compressive Strength - Cylinder - 4x8 | 55.00 | each | @ | \$22.00 | \$1,210.00 |
| Vehicle Charge | 20.00 | each | @ | \$35.00 | \$700.00 |
| | | | ES | TIMATED FEE: | \$5,870.00 |
| Str | uctural Ste | el | | | |
| Special Inspector - Bolting | 8.00 | hours | @ | \$65.00 | \$520.00 |
| Estimate 2 site visits at 4 hours each for bolting inspections and embedded elements. | | | | | |
| Vehicle Charge | 2.00 | each | @ | \$35.00 | \$70.00 |
| | | | ES | TIMATED FEE: | \$590.00 |
| Sculp | oture Faster | ners | | | |
| Special Inspector | 60.00 | hours | @ | \$65.00 | \$3,900.00 |
| Estimate 15 site visits at 4 hours each for fastener inspections. | | | | | |
| Special Inspector | 30.00 | hours | @ | \$60.00 | \$1,800.00 |
| Estimate 10 site visits at 3 hours each for epoxy inspection. | | | | | |
| Compressive Strength - 2" Cube | 60.00 | each | @ | \$20.00 | \$1,200.00 |

Preliminary Fee Estimate for SP16512J West Havermale Island

| ng | ES | TIMATED FEE: | \$7,775.00 | | | | | |
|--------|------------------------------------|--|--|--|--|--|--|--|
| ng | | | | | | | | |
| | Asphalt Testing | | | | | | | |
| hours | @ | \$48.00 | \$768.00 | | | | | |
| | | | | | | | | |
| hours | @ | \$48.00 | \$96.00 | | | | | |
| | | | | | | | | |
| each | @ | \$200.00 | \$200.00 | | | | | |
| each | @ | \$110.00 | \$110.00 | | | | | |
| each | @ | \$40.00 | \$80.00 | | | | | |
| each | @ | \$35.00 | \$105.00 | | | | | |
| | ES | TIMATED FEE: | \$1,359.00 | | | | | |
| ration | | | | | | | | |
| hours | @ | \$85.00 | \$1,275.00 | | | | | |
| hours | @ | \$45.00 | \$810.00 | | | | | |
| each | @ | \$250.00 | \$250.00 | | | | | |
| each | @ | \$35,00 | \$35.00 | | | | | |
| | <u>~</u> | ΨΟΟ.ΟΟ | Ψ00.00 | | | | | |
| | each each ration hours hours each | each @ each @ ES ration hours @ hours @ each @ | each @ \$40.00 each @ \$35.00 ESTIMATED FEE: ration hours @ \$85.00 hours @ \$45.00 each @ \$250.00 | | | | | |

Total Preliminary Fee Estimate: \$22,581.00

Spokane Park Board Briefing Paper



| Committee | Riverfront Park | Committee | | | |
|---|---------------------------|---|---|-------------------------------|------------|
| Committee meeting date | Dec. 9, 2019 | | | | |
| Requester | Berry Ellison | | Phone nu | u <mark>mber</mark> : 509-625 | 5-6276 |
| Type of agenda item | Consent | O Discussion | O Informa | tion | O Action |
| Type of contract/agreement | O New O | Renewal/extensio | n 💽 Amendmen | nt/change order | Other |
| City Clerks file (OPR or policy #) | OPR 2015-082 | 3 | | | |
| Item title : (Use exact language noted on the agenda) | | ship amendment # aphics (\$11,000, r | 16/West Havermale no tax) | e and north bank | wayfinding |
| Begin/end dates | Begins: 12/20/2 | 2019 E | nds: _{12/31/2020} | | Open ended |
| Background/history: Berger Partnership prepared our Wayfind Havermale and north bank projects. Motion wording: | ing master plan | . This amendmen | t is for specific sign | graphics for the | West |
| Move to approve Berger Partnership ame north bank projects, in the amount of \$11 | | wayfinding and sig | gnage graphics for t | he West Havern | nale and |
| Approvals/signatures outside Parks: If so, who/what department, agency or co | Yes | O No | | | |
| Name: Guy Michaelsen | | s: guym@bergerp | artnership.com | Phone: 206-32 | 25-6877 |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | | Dlarnold@ | espokanecity.org espokanecity.org ez@hillintl.com | | |
| Fiscal impact: Expenditure | Revenue | | | | |
| Amount: 5,500.00 W Hav 5,500.00 N Bank | | | 00 56522 48103 00 56522 48103 | | |
| Vendor: | | W-9 (for ACH For | new contractors/corms (for new contractors | ors/consultants/v | endors |

RIVERFRONT PARK REDEVELOPMENT PROJECT

Wayfinding – Berger Partnership
November 13, 2019 – Contract Amendment – Task XXX

SCOPE OF WORK OVERVIEW

The scope of this contract includes a set of design services required for successful execution of the defined project below. Services include development of a wayfinding system within the park.

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

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of ELEVEN THOUSAND AND 0/100 DOLLARS (\$11,000.00).

DEFINITIONS AND GENERAL ASSUMPTIONS:

Berger PMT - Berger Partnership's internal project management team that oversees the Scope of Work defined in this contract.

Brand - Not included in this scope.

Brand Guide - Not included in this scope.

City PMT - City's project management team consisting of members and organizations as designated by the City.

Consultant - Berger Partnership

Drawings - The annotated illustrative component of construction details.

Documents - Documents consist of Drawings and Graphic Package.

Graphics - Not included with this scope. The specific typology, font, size, color, alignment, and style of wayfinding information. Graphics have already been provided by others.

Graphic Package - A graphic package is a set of wayfinding drawings which can be used by a fabricator to print/prepare the actual wayfinding graphics. The graphic package will be prepared using Graphics already developed for the park.

Kit-of-Parts - A suite of physical wayfinding elements which together comprise the physical presence of the wayfinding system.

Program Manager - Internal City staff hired to manage City PMT and all communication between Park Board, City Staff, City PMT and citizen oversight process.

Project Areas - West Havermale, North Bank

Scope of Work - An accurate, detailed concise description of the work defined in DETAILED SCOPE OF WORK of this contract to be performed by the Berger PMT.

Specifications - Written requirements pertaining to building materials, equipment, and construction systems that outline the standards to be met in the construction of a project.

DEFINITIONS OF PHASES AND DESIGN DOCUMENTATION:

1. **30% Design:** 30% Documents are developed for the purpose of coordinating and confirming the quantity and type of wayfinding elements as well as the graphic package hosted on those elements.

a. Wayfinding

- i. Wayfinding Details: Provide typical details for each type of wayfinding element.
- ii. Graphic Package: Provide graphic layouts for each of the wayfinding elements.
- b. **30% Cost Estimation:** Not included in this scope.
- c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
- d. **Electrical:** Electrical design is not included.
- 2. **60% Design:** The 60% Documents phase will be initiated once the City PMT has provided all comments and approvals of the 30% Documents.

The 60% Documents will include all wayfinding details and graphic package prepared as part of this scope of work, and plans which identify the locations wayfinding elements. Plans identifying the location of elements are prepared by others.

a. Wayfinding

- i. Wayfinding Details: Provide typical details for each type of wayfinding element.
- ii. Provide location assistance to Others in their preparation of plans locating each wayfinding element.

- iii. Graphic Package: Provide graphic layouts for each of the wayfinding elements.
- b. **60% Cost Estimation:** Not included in this scope.
- c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
- d. Electrical: Electrical design is not included.
- 3. **90% Design:** The 90% Documents are developed based on final approval from City of Spokane on 60% Documents. Documents will be developed to meet City of Spokane standard 90% Documents, permitting needs, and approval requirements with the noted exclusions and assumptions. Written specifications will be included in the drawing set on drawing sheets. Review comments at the 90% milestone are to be limited to QA/QC issues of life safety, local code compliances, and constructability. Changes to the plans/designs at 90% as a result of additional design review process will be considered an additional service.

a. Wayfinding:

- i. Wayfinding Details: Provide typical details for each type of wayfinding element.
- ii. Provide location assistance to Others in their preparation of plans locating each wayfinding element.
- iii. Graphic Package: Provide graphic layouts for each of the wayfinding elements.
- b. **90% Cost Estimation:** Not included in this scope.
- c. **Structural Design:** Structural design is not included as it has already been completed as part of a previous scope of work.
- d. **Electrical:** Electrical design is not included.
- 4. **Bid Documents**: Any updates based on comments from the City review of the 90% submittal will be incorporated into an electronic deliverable of the signed-and-sealed, bid-ready documents. The documents will be prepared to a level at which a sign/wayfinding element manufacturer can bid on the elements and develop their own shop drawings.
- 5. Bid Assistance and Construction Administration:

Bid Assistance: Not included with this scope

Shop Drawing Review: An hourly allowance totaling \$1,200.00 is included for shop drawing review.

Construction Observation: An hourly allowance totaling \$800.00 is included for construction observation.

6. **Permitting:** Permitting will be led by the City PMT, utilizing 90% Documents prepared as part of this scope of work.

DETAILED SCOPE OF WORK

Task XXX: Wayfinding Documentation

This Wayfinding task involves utilizing a complete wayfinding system which has already been developed for Riverfront Park and adapting that system to the project areas. The system includes a functional system of waypoint and destination signage, and physical design of wayfinding elements. Wayfinding elements will be located within project areas. The wayfinding system, a "kit of parts," will be designed to be adaptive and to carry primarily navigational content but may be designed to carry elements of interpretation and history taking the wider context into account.

Subtask:

- 30% Design Submittal
- 60% Design Submittal
- 90% Design Submittal
- Bid Documents
- Construction Administration

Meetings for Task:

- (2) Progress Review meetings in parallel with 30% and 60% submittals. Assumed to be conducted remotely via GoToMeeting.
- (2) Visits to the project site to review construction progress.

Cost/Fee: \$10,000.00

Reimbursable Allowances

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

Berger Allowance: \$1,000.00

Spokane Park Board Briefing Paper



| Committee | Riverfront Pa | rk Committee | | |
|--|---------------------|----------------------------------|---|----------------|
| Committee meeting date | Dec. 9, 2019 | | | |
| Requester | Berry Ellison | | Phone number: 509 | -625-6276 |
| Type of agenda item | Consent | O Discussion | O Information | O Action |
| Type of contract/agreement | O New | Renewal/extension | Amendment/change or | rder O Other |
| City Clerks file (OPR or policy #) | OPR 2017-0 | 373 | | |
| Item title: (Use exact language noted on the agenda) | Garco Const tax) | ruction change order # | 22/Pavilion and Promenade | (\$7,988, plus |
| Begin/end dates | Begins: 12/2 | 0/2019 End | s: 12/31/2020 | Open ended |
| Background/history: Included in this CO is Pavilion owner requelectrical rough in for reader board. Prom Building. | | | | |
| Motion wording: Move to approve Garco Construction cha \$7,988, plus tax | nge order #22 | ? for work on the Pavilio | on and Promenade project in | the amount of |
| Approvals/signatures outside Parks: | Yes | O No | | |
| If so, who/what department, agency or co | | | Db 50 | 20 505 4000 |
| Name: Clancy Walsh | Email addr | ess: clancy@garco.cor | n Pnone: 50 | 9-535-4688 |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | | Dlarnold@sp AnnaValdez@ | ookanecity.org ookanecity.org @hillintl.com d@hillintl.com | |
| Fiscal impact: Expenditure | ○ Revenu | ie | | |
| Amount: 7089. (Pav) | | Budget code: 3346 49575 94000 | 56203 48114 | |
| 899 (Prom) | | 3346 49574 94000 | 56301 48120 | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C | | W-9 (for ne | ew contractors/consultants/ver | nts/vendors |

Updated: 10/21/2019 3:23 PM



Design-Build Change
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: 22 | Change Order Effective Date: (date when executed by both parties) | 12/20/19 |
|--------------|---|---|-------------------|
| 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 CO | ONSTRUCTION, INC. |

| | AREA | DESCRIPTION OF CHANGE | <u>AM</u> | <u>OUNT</u> |
|--------|------|--|-----------|-------------|
| Item 1 | PAV | Add Rough In & Connection of Owner Ice Machine | \$ | 4,622 |
| Item 2 | PAV | ASI#35 - Change/Add Data & Electrical for TVs | \$ | 1,879 |
| Item 3 | PAV | Extend Rough In for Reader Board | \$ | 588 |
| Item 4 | PROM | Replace 2 Sugar Maples at Ram Building | \$ | 899 |
| | | TOTAL AMOUNT | \$ | 7,988 |

| Original Contract Price: | | \$ 14,500,000 | _ | |
|---|----|------------------|-------|------------|
| Net Change by Previous Change Orders: | | \$ 6,125068 | _ | |
| Net Change by GMP Amendment: | | \$ 4,150,000 | _ | |
| Net Change by Change Order No <u>22 :</u> | | \$ 7,988 | _ | |
| New Contract Price: | | | \$ | 24,783,056 |
| | | | | |
| Original Contract Substantial Completion Date: | | | May 3 | 0, 2019 |
| Adjustments by Previous Change Orders: | 64 | (calendar d | ays) | |
| Adjustments by Change Order No <u>22</u> : | 0 | (calendar d | ays) | |

| Revised Scheduled Substantial Completion Date | August 2, 2019 | | | | | | |
|---|-----------------|--|--|--|--|--|--|
| Price and Contract Time as stated above. Upon execution | | | | | | | |
| OWNER: | DESIGN-BUILDER: | | | | | | |
| Ву: | Ву: | | | | | | |
| Printed Name: | | | | | | | |
| Title: | | | | | | | |
| Date: | Date: | | | | | | |
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ITEM #1



| | | | | , UNIT F | PRICES | | | | TOTALS | | | |
|------------------------------|--|--|--------------|------------|--------|------------|-------|---------------|--------|------------|----|-------|
| Phase | Description | Quan. Unit | Labor | Material | Equip. | Garco Sub. | Labor | Material | Equip. | Garco Sub. | TC | DTAL |
| | PCE to Install Ice Machine as Noted In the Conformed Set | 1.0 LS | | | | 4,348.00 | - | - | - | 4,348 | | 4,348 |
| | | LS | | | | | - | - | - | - | | |
| | | | | SUB-TOTALS | S | | - | - | - | 4,348 | | 4,348 |
| | ADD | 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) | | | | | | | 174 | | | |
| | | | | | | | | | | SUB-TOTAL | | 4,522 |
| | | | Insurance | | | | 1.00% | (of Subtotal) | | | | 45 |
| | | | Bond Premiur | n | | | 0.75% | (of Subtotal) | | | | 34 |
| | | | | | | | | | | SUB-TOTAL | | 4,601 |
| | | | | | | | | | | | | |
| | | | B & O Tax | | | | 0.47% | (of Subtotal) | | | | 21 |
| TOTAL - CHANGE ORDER REQUEST | | | | | | | \$ | 4,622 | | | | |

SPECIFIC EXCLUSIONS:

1. WSST

28°



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

FAX: (509) 535-4665

Proposal

| PROPOSAL SUBMITTED TO | DATE |
|---------------------------|-----------------------------------|
| Garco Construction | 3/4/19 |
| STREET | JOB NAME |
| 4114 E Broadway | MOD-57 Added Ice Machine |
| CITY, STATE, AND ZIP CODE | JOB LOCATION |
| Spokane WA 99202 | 507 N Howard St Spokane, WA 99201 |
| ATTN: | PHONE: |
| Rob Decker | 509-535-4688 |

Rob,

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

General Inclusions

- Includes electrical connection of owner supplied Ice machine that is not shown on the conformed set
 of drawings.
- Includes up to 150' of raceway and conductors.
- Includes a new 40/2 breaker for ice machine.
- Includes local disconnects as required.

General Exclusions

- Tax.
- Excavation.
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Bond.
- Engineering Fee's
- Scope added or modified after engineers design.
- Roof penetration.
- Start up of machine, mechanical connections and placement of unit

Price \$4,348.00

Thank you for the opportunity,

Steve Gilbertz 509-481-0465 PM/Estimator



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

fax (509) 535-8598

DATE 4-Mar-19

JOB MOD57-Added Ice Machine PROJECT Riverfront Park Pavilion

| DESCRIPTION | AMT. | MTRL. | LABOR | MTRL. EXT. | LBR. EXT. | EXTENSION |
|-------------|---|----------------|------------|------------|------------|------------|
| | | \$ | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Estimation | 1 | \$ 1,192.97 | \$2,304.00 | \$1,192.97 | \$2,304.00 | \$3,496.97 |
| | | \$ - | \$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 |
| | | \$ - | \$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 |
| | | \$ - | \$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 | \$1,192.97 | \$2,304.00 | \$3,496.97 |
| | Table 1 and | | | | | 36.0 |

| DIRECT JOB EXPENSES | | | | | |
|---------------------|------------------|-------------|--|--|--|
| Truck/Trailer | All Terrain cart | Lift | | | |
| \$115.20 | \$19.01 | | | | |
| Scissor Lift | Sm tools/Consum | PERMIT | | | |
| | \$103.68 | | | | |
| HOUSE KEEPING | Safety | Large Tools | | | |
| \$23.04 | \$23.04 | _ | | | |

| MATERIAL TOTAL | \$1,192.97 |
|----------------|------------|
| LABOR TOTAL | \$2,304.00 |
| JOB EXPENSE | \$283.97 |
| SUBTOTAL | \$3,780.94 |
| OH & P | \$567.14 |
| | |
| TOTAL | \$4,348.09 |

| DESCRIPTION OF WORK; | |
|----------------------|--|
| · | |

JOB #2014: ID RFP Pavillion1

JOB NAME RIVERFRONT PARK-PAVILION

EST. #27: ID RFP PAV

ESTIMATE ADDED ICE MACHINE **PRINTED** 3/4/2019 1:08:34 PM

DATA SET #1: Comm Indust UPC_EST_NECA ...

Combined All - Job File Pricing Power City Electric, Inc 3327 E. Olive Ave. Spokane, WA 99202 509.535.8500

FAX: 509.535.8598 sgilbertz@powercityelectric.com

NOTES

| ltem | | Material | Labor | |
|--------------|---|-------------|------------|---------|
| Size | Item Desc | Qty U | OM Mat Ext | Lbr Ext |
| 1" | EMT | 150.00 FEET | 172.50 | 8.2500 |
| 8 | THHN STR CU | 495.00 FEET | 143.55 | 5.4450 |
| | Constructibility review to date by Todd | 1.00 | 0.00 | 4.0000 |
| | core drill | 2.00 | 50.00 | 3.0000 |
| 60A | HD 3PNF 600V NEMA 1 | 1.00 EACH | 317.20 | 3.0000 |
| (LABOR ITEM) | SMALL EQUIP TO CONN | 2.00 EACH | 7.00 | 2.5000 |
| 30A | HD 3PNF 600V NEMA 3R | 1.00 EACH | 317.20 | 2.2000 |
| 10 | THHN STR CU | 165.00 FEET | 27.26 | 1.4850 |
| 1" | EMT STEEL SS COUP | 19.00 EACH | 8.17 | 1.1400 |
| 40/2 | CIRCUIT BREAKER | 1.00 EACH | 100.00 | 0.6400 |
| 1" | UNISTRUT STRAP | 19.00 EACH | 13.91 | 0.5700 |
| 1" | EMT 90 ELBOW | 2.00 EACH | 9.22 | 0.5000 |
| 1" | PLASTIC BUSHINGS | 2.00 EACH | 0.69 | 0.5000 |
| 1" | EMT STEEL SS CONN | 4.00 EACH | 1.69 | 0.4800 |
| SMALL | WIRE TERM-LABOR ONLY | 4.00 EACH | 0.00 | 0.4800 |
| 1/2" | LIQUIDTITE CONDUIT | 4.00 FEET | 4.66 | 0.2400 |
| | SCOTCHLOCKS-RED | 6.00 EACH | 0.71 | 0.2400 |
| 1/2" | LIQUIDTITE ANGLE CON | 2.00 EACH | 7.64 | 0.2400 |
| 1/2" | LIQUIDTITE STR CONN | 2.00 EACH | 4.69 | 0.2400 |
| 12 | THHN STR CU | 24.00 FEET | 2.59 | 0.1680 |
| 12 | THHN CU GREEN | 8.00 FEET | 1.03 | 0.0480 |
| 1/2" | GRC COUPLING | 2.00 EACH | 3.28 | 0.0000 |
| Grand Totals | | | 1,192.97 | 35.3660 |



12/04/19

<u>Pavilion – RI/Connect Owner Ice Machine</u>

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Power City Electric Added Receptacle and Data CO





| UNIT | | | UNIT P | RICES | | | | | | | |
|-------|--------------------------------|------------|--------------|-------------------|-------------------|-------------|--------|----------------|--------|------------|----------|
| Phase | Description | Quan. Unit | Labor | Material | Equip. | Garco Sub. | Labor | Material | Equip. | Garco Sub. | TOTAL |
| | PCE To Add Receptacle and Data | 1.0 LS | | | | 1,767.55 | - | - | - | 1,768 | 1,768 |
| | | LS | | | | | - | - | - | - | |
| | | | | SUB-TOTALS | 3 | | - | - | - | 1,768 | 1,768 |
| | ADD |)-ONS: | OH&P: on Ga | rco (as subcontra | actor) self-perfo | ormed work. | 15.00% | | | | |
| | | | OH&P: on Ga | rco (as subcontra | actor) subcontr | acted work | 4.00% | (of Subcontrac | ot) | | 71 |
| | | | | | | | | | - | SUB-TOTAL | 1,838 |
| | | | Insurance | | , | | 1.00% | (of Subtotal) | | | 18 |
| | | | Bond Premiun | n | | | 0.75% | (of Subtotal) | | | 14 |
| 0 | | | | | | | | | | SUB-TOTAL | 1,870 |
| | | | B & O Tax | | | | 0.47% | (of Subtotal) | | | 9 |
| | | | TOTAL - C | HANGE ORD | ER REQUE | ST | | | | | \$ 1,879 |

SPECIFIC EXCLUSIONS:

1. WSST





Supplemental Instruction

PROJECT NAME:

PROJECT NUMBER:

SUBJECT: DUE DATE:

ID:

SENDER ID:

INITIATED BY:

REASONS:

DISCIPLINE:

STATUS: CONTRACT:

DESCRIPTION:

Riverfront Park Pavilion

111-17036

Owner Requested Outlet Location Revisions and Data Outlet Add

ASI-035

Berry Ellison

Owner's Request/Action

Electrical

Draft

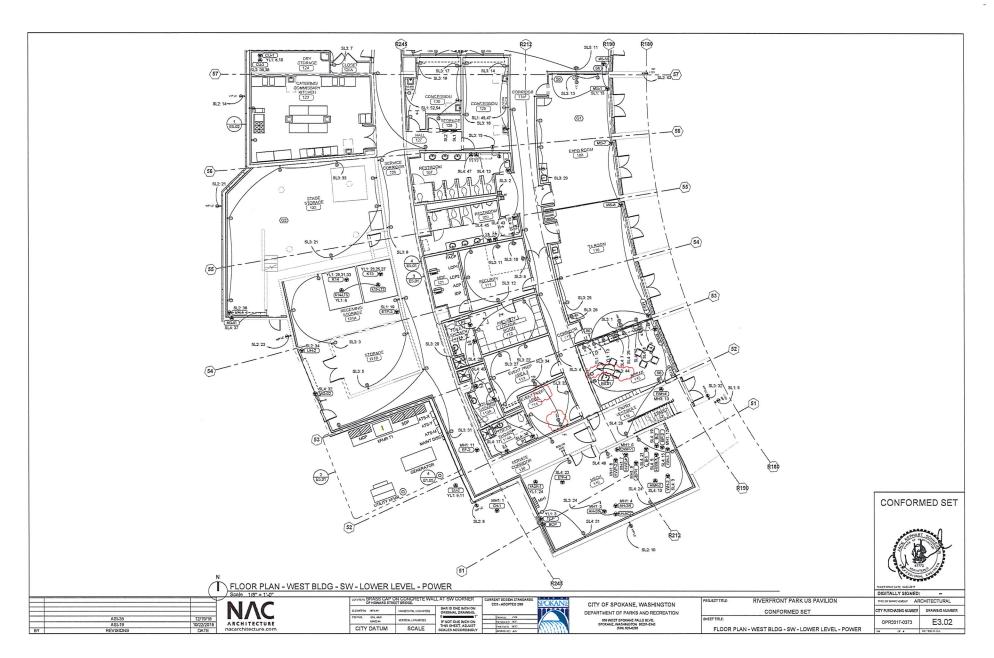
Team,

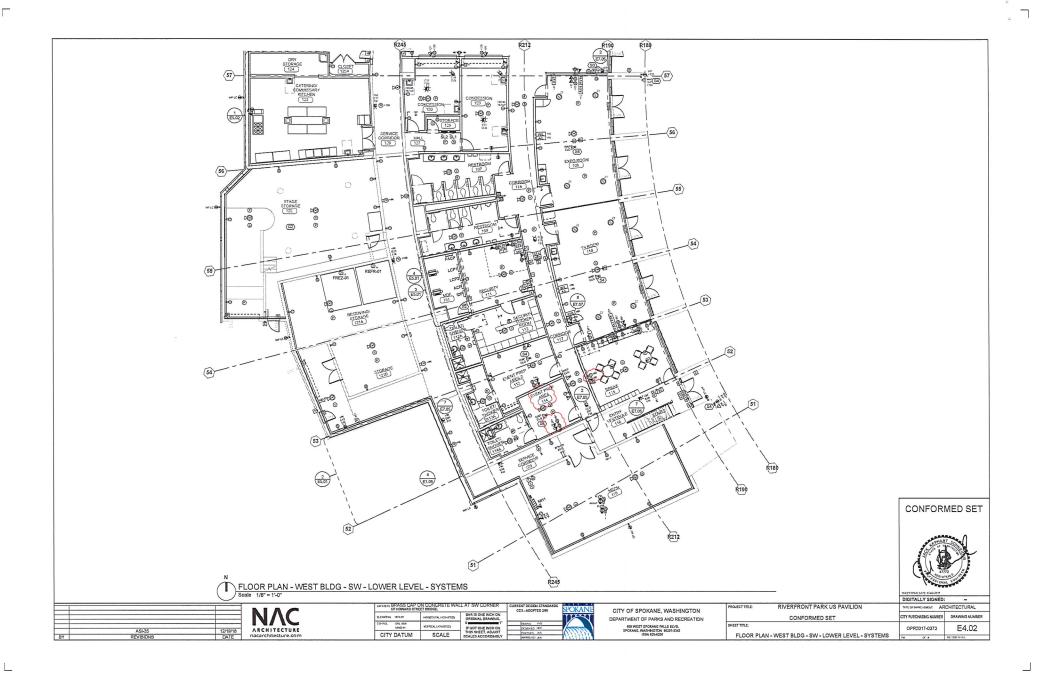
Please see attached revised drawings and note the following revisions:

- SHEET E3.02 & E4.02, FLOOR PLAN WEST BLDG SW LOWER LEVEL
 - <u>REVISE</u>: The location of the TV provisions (rec & data) in EVENT PREP AREA room 114 from the north wall to the south wall as shown in the marked up drawings. Maintain the same mounting heights.
 - ADD: A new unswitched receptacle and data connection for a TV in BREAK room 115 on the west wall where the marker board is shown. Mount the new TV provisions at 60" above finished grade. Energize the new unswitched receptacle from panel SL3.
- Revise marker board location to be on south wall, adjacent to lockers.

Thank you,

Rob Kuffel







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

Proposal

| PROPOSAL SUBMITTED TO | DATE |
|---------------------------|------------------------------------|
| Garco Construction | 1/8/19 |
| STREET | JOB NAME |
| 4114 E Broadway | MOD-45 ASI-35 added recep and data |
| CITY, STATE, AND ZIP CODE | JOB LOCATION |
| Spokane WA 99202 | 507 N Howard St Spokane, WA 99201 |
| ATTN: | PHONE: |
| Rob Decker | 509-535-4688 |

Rob,

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

Inclusions

- Qty(1) added uncontrolled Recep fed from panel SL3.
- Qty(1) added Data jack
- Relocated devices as shown

General Exclusions

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

ASI #35 12/19/18

Total Price \$1,768.00

Thank you for the opportunity.

Steve Gilbertz 509-481-0465 PM/Estimator

| Proposal Acceptance: | | |
|-------------------------------|--------------|------|
| Authorized Customer Signature | Printed Name | Date |



ASI # 35

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

fax (509) 535-8598

DATE 8-Jan-19

JOB MOD45-Rough in only for relocated butterfly PROJECT Riverfront Park Pavilion

\$0.00

\$0.00

\$0.00

\$0.00

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\$1,444.61 13.0

LABOR MTRL. EXT. LBR. EXT. **EXTENSION** MTRL. DESCRIPTION AMT. \$ \$0.00 \$0.00 \$0.00 \$0.00 \$117.21 \$803.40 \$920.61 \$ 117.21 \$803.40 Estimation \$ \$0.00 \$0.00 \$0.00 \$0.00 \$524.00 \$0.00 \$524.00 \$ 524.00 \$0.00 Power com \$ \$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

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SUBTOTAL

| DIRECT JOB | EXPENSES | |
|---------------|------------------|-------------|
| Truck/Trailer | All Terrain cart | Fork lift |
| \$40.17 | | \$0.00 |
| Scissor Lift | Sm tools/Consum | PERMIT |
| | \$36.15 | |
| HOUSE KEEPING | Safety | Large Tools |
| \$8.03 | \$8.03 | |

| MATERIAL TOTAL | \$641.21 |
|----------------|------------|
| LABOR TOTAL | \$803.40 |
| JOB EXPENSE | \$92.39 |
| SUBTOTAL | \$1,537.00 |
| OH & P | \$230.55 |
| | |
| TOTAL | \$1,767.55 |

| DESCRIPTION OF | WODK. |
|----------------|-------|



CHANGE ORDER #02

| Date: | 1/7/19 | | | | | | |
|-------------|-----------|-------------------------------|--------------|---------|---------------|--------------|-------------------|
| То: | Power C | ity Electric | | | | | |
| | Spokane | | | | | | |
| | | | | | | | |
| Job N | ame: | Pavilion | | | | | |
| P.O. 1 | Number: _ | | | | | | |
| PC Jo | b Number: | 420820 | | | | | |
| | | ANGE: ASI-35 cables in Room 1 | 15. All patl | hway e | xcept j-hooks | to be furnis | shed by Power Cit |
| Electr | | | - | | | | |
| | | | | | | | |
| T OT | AL ADDIT | TON | | \$524.0 | 0 | | |
| | | | | | | | |
| ACC | EPTED BY | /: | | | | | |
| | | | | | | | |
| | Signature | e | | - | D | ate | |
| | | | | | | | |
| | Print Na | me/Title | | - | Depar | tment | |

Fax: (509) 435-4708

CHANGE ORDER PROPOSAL (COP)

| JOB NAME <u>F</u> | Pavilion | | | | - | |
|-------------------------|--------------|----------------------|----|--------------------|------|-------|
| COP#_ RFI#_ | ASI-35 | PowerCom PowerCom | _ | 1/7/2019 420820 | | |
| PROPOSAL DESCRIPTION: A | Added Cablin | ng | | | | |
| LABOR COST | | | | | \$ | 266 |
| MATERIAL COST | | | | | \$ | 178 |
| EQUIPMENT COST | | | | | \$ | - |
| SUBTOTAL | | | | | \$ | 444 |
| PERMIT | | | | | \$ | - |
| SUB TOTAL | | | | | \$ | 444 |
| OVERHEAD | 12% | | | | \$ | 53.29 |
| PROFIT | 6% | | | | \$ | 26.65 |
| SUB TOTAL | | | | | \$ | 524 |
| SUB CONTRACTORS C | QUOTE | | | | \$ | - |
| OVERHEAD/PROFIT | 4% | | | | \$ | - |
| SUB TOTAL | | | | | _\$_ | |
| B & O TAX | 0.0000% | | | | \$ | - |
| | | | | | | |
| | 9 | SELLING PRICE | CE | | \$ | 524 |

NOTE 1) Proposal valid for acceptance within 30 days.

²⁾ Costs associated with the impact of multiple changes have not been included in this proposal. Those costs will be submitted separately once their magnitude has been determined.

POWERCOM CHANGE ORDER COST PROPOSAL

| Description: | Added Cablin | g | | | | | |
|---|---|---------------------------------|---|----------------------------|---|-----------------|---------------------------------------|
| FA# RFI# | ASI-35 0 | | DA PowerCom JO PowerCom CO | B# | 01/07/19 420820 2 | | |
| | | | DIRECT LABOR CO | STS | | | |
| Technician labor (per attached) Safety Direct Supervision Field Engr Cad Operator Estimator Clerical Shift & Overtime premium | 2.0% labor hours 15.0% labor hours | 4 0 1 0 0 0 1 | Hours @ Total Direct Labor Co | \$ \$ \$ \$ \$ | 45.18 45.18 45.71 36.83 22.50 65.00 22.25 | \$ | 172 3 26 0 65 0 266 |
| | 1 | Vlaterial Co | osts (per attached) | | | | |
| Material (per attached) Storage Consumables | 0.0% of material 2.0% of craft labor | | | | | \$ | 159 0 5 |
| Small Tools | 5.0% of craft labor | | Total Material Cost | | | \$ | 13 178 |
| | E | Equipment | t Cost (per attached) |) | | <i>\$</i> \$ | _ |
| | | | Total Equipment Cos | st | | Ф \$ | - |
| | | | Total Sub Quotes | | | | 0 |

Top Sheet

Job Name Pavilion

Scope of Work: ASI -35

| Description | Qty | Price | Per | | Ext | Labor | Per | Ext |
|--------------------------------|-----|------------|-----|----|--------|-------|------------|------------------|
| Cat 6 Plenum | 250 | \$ 0.50 | E | \$ | 125.00 | 0.007 | E | 1.75 |
| Cat 6 Jacks | 2 | \$ 6.10 | Ε | \$ | 12.20 | 0.3 | E | 0.60 |
| Faceplate | 1 | \$ 8.35 | E | \$ | 8.35 | 0.05 | E | 0.05 |
| Copper Testing | 2 | \$0.00 | E | \$ | - | 0.5 | E | 1.00 |
| Patch Panel Termination | 2 | \$ 6.88 | E | \$ | 13.75 | 0.2 | | 0.40 |
| | 0 | \$ - | E | \$ | - | 0 | E | - |
| | 0 | \$ - | Е | - | \$0.00 | | E | - |
| | 0 | \$ - | E | | \$0.00 | | E | - |
| | 0 | \$ - | E | \$ | - | 0 | E | - |
| | 0 | \$ - | Ε | \$ | - | | E | - |
| | 0 | \$ - | | \$ | - | | E | - |
| | 0 | \$ - | ΙE | \$ | - | | E | _ |
| | | | E | \$ | - | | E | - |
| | · | | E | \$ | _ | | E | - |
| | | | E | \$ | - | | E | - |
| | | | E | \$ | - | | E | _ |
| | | | E | \$ | - | | E | _ |
| | | | E | \$ | - | | E | |
| | | | E | \$ | - | | E | _ |
| | | | E | \$ | - | | ΙE | - |
| | | | Е | \$ | - | | E | - |
| Document Review and Generation | | | E | \$ | - | | E | - |
| | | | | \$ | - | | | (|
| | | | | \$ | 159.30 | 1 | _abor Rate | 3.80 \$ 45.18 |

Total Labor Cost \$ 171.67 Total Material Cost \$ 159.30 JOB #2014: ID RFP Pavillion1

JOB NAME RIVERFRONT PARK-PAVILION

EST. #21: ID RFP PAvilion

ESTIMATE ASI-35 added recep and data

PRINTED 1/8/2019 11:08:36 AM

DATA SET #1: Comm Indust UPC_EST_NECA ...

ASI-35 1/8/19 Power City Electric, Inc 3327 E. Olive Ave. Spokane, WA 99202 509.535.8500 FAX: 509.535.8598

sgilbertz@powercityelectric.com

NOTES

| | Item | | Material | Labor |
|----------------|----------------------|-------------|----------|---------|
| Size | Item Desc | Qty UOM | Mat Ext | Lbr Ext |
| | core drill | 1.00 | 20.00 | 2.0000 |
| 1" | EMT 90 ELBOW | 2.00 EACH | 8.78 | 0.5000 |
| 3/4" | EMT 90 ELBOW | 2.00 EACH | 5.55 | 0.4400 |
| 4-11/16 SQ BOX | 2-1/8D 1/2 & 3/4 KO | 1.00 EACH | 1.71 | 0.4500 |
| 20A | DX REC HUBBELL CR20I | 1.00 EACH | 1.50 | 0.3000 |
| | CADDY MSF SNAP ON | 2.00 EACH | 1.82 | 0.1000 |
| 4 SQ BOX | 2-1/8D 1/2 & 3/4 KO | 1.00 EACH | 0.87 | 0.3000 |
| 1" | EMT | 20.00 FEET | 15.51 | 1.1000 |
| 1" | UNISTRUT STRAP | 3.00 EACH | 2.20 | 0.0900 |
| 3/4" | UNISTRUT STRAP | 7.00 EACH | 4.80 | 0.2100 |
| | #12 GRD PIGTAIL | 1.00 EACH | 0.57 | 0.0200 |
| 3/4" | EMT | 50.00 FEET | 23.27 | 2.5000 |
| | CADDY FAR SIDE SUPT | 2.00 EACH | 0.89 | 0.4000 |
| 4 SQ | 5/8D 1G PLASTER RING | 2.00 EACH | 0.88 | 0.3000 |
| 1" | EMT STEEL SS COUP | 6.00 EACH | 2.58 | 0.3600 |
| 1" | EMT STEEL SS CONN | 2.00 EACH | 0.84 | 0.2400 |
| 1" | PLASTIC BUSHINGS | 2.00 EACH | 0.68 | 0.5000 |
| 1G | IVORY PLATE 1 DUPLEX | 1.00 EACH | 0.29 | 0.1000 |
| 3/4" | EMT STEEL SS COUP | 9.00 EACH | 2.47 | 0.4500 |
| 3/4" | EMT STEEL SS CONN | 2.00 EACH | 0.45 | 0.2000 |
| 3/4" | PLASTIC BUSHINGS | 2.00 EACH | 0.45 | 0.4000 |
| 12 | THHN STR CU | 180.00 FEET | 20.19 | 1.2600 |
| | SCOTCHLOCKS-YELLOW | 4.00 EACH | 0.39 | 0.1200 |
| | TRUE TAPE | 25.00 FEET | 0.54 | 0.0250 |
| SMALL | WIRE TERM-LABOR ONLY | 3.00 EACH | 0.00 | 0.3600 |
| Grand Totals | | | 117.21 | 12.7250 |



12/04/19

Pavilion - ASI#35 Change/Add Date & Electrical for TVs

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Power City Electric Installation Of Reader Board @ Ticket Booth





| | | | | UNIT P | RICES | | | | TOTALS | | | |
|-------|-----------------------------|------------|--------------|-------------------|------------------|-------------|------------------------|----------------|-----------------|------------|-----|-----|
| Phase | Description | Quan. Unit | Labor | Material | Equip. | Garco Sub. | Labor | Material | Equip. | Garco Sub. | TOT | AL |
| | PCE to Install Reader Board | 1.0 LS | | | | 553.53 | - | - | - | 554 | | 554 |
| | | LS | | | | | - | - | - | | | |
| | | | | SUB-TOTALS | 5 | | - | - | - | 554 | | 554 |
| | ADI | D-ONS: | OH&P: on Ga | rco (as subcontra | actor) self-perf | ormed work. | 15.00% | (of Labor, Mat | erial & Equip.) | | | - |
| | | | OH&P: on Ga | rco (as subcontra | actor) subcontr | acted work | 4.00% (of Subcontract) | | | | | 22 |
| | | | | | | | | | | SUB-TOTAL | | 576 |
| | | | Insurance | | | | 1.00% (of Subtotal) | | | | | 6 |
| | | | Bond Premiun | n | | | 0.75% | (of Subtotal) | | | | 4 |
| | | | | | | | | | | SUB-TOTAL | | 586 |
| | | | B & O Tax | | | | 0.47% | (of Subtotal) | | | | 3 |
| | | | TOTAL - C | HANGE ORD | ER REQUE | ST | | | | | \$ | 588 |
| | | | | | | | | | | | | |

SPECIFIC EXCLUSIONS:

1. WSST

OK 35



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

fax (509) 535-8598

DATE 16-Sep-19

JOB MOD79-Install reader board at ticket booth

PROJECT Riverfront Park Pavilion

| DESCRIPTION | AMT. | | MTRL. | LABOR | MTRL. EXT. | LBR. EXT. | EXTENSION |
|-------------|----------|-----|-------|----------|------------|-----------|-----------|
| | | \$ | - | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | 9 | |
| Estimation | 1 | \$ | 50.00 | \$384.00 | \$50.00 | \$384.00 | \$434.00 |
| | | \$ | - | \$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 | \$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 | \$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 | \$0.00 |
| | SUBTOTAL | 1 4 | | \$0.00 | \$50.00 | \$384.00 | \$434.00 |
| | OUDIVIAL | | | Ψ0.00 | ψ00.00 | ψ00-1.00 | 6.0 |

| DIRECT JO | OB EXPENSES | |
|---------------|------------------|-------------|
| Truck/Trailer | All Terrain cart | Lift |
| \$19.20 | \$3.17 | |
| Scissor Lift | Sm tools/Consum | PERMIT |
| | \$17.28 | |
| HOUSE KEEPING | Safety | Large Tools |
| \$3.84 | \$3.84 | |

| MATERIAL TOTAL | \$50.00 |
|----------------|----------|
| LABOR TOTAL | \$384.00 |
| JOB EXPENSE | \$47.33 |
| SUBTOTAL | \$481.33 |
| OH & P | \$72.20 |
| | |
| TOTAL | \$553.53 |

| | FOOD | IDTIOL | | |
|----|------|-------------|-----------------|-------|
| 11 | | או זו וכווי | 1 <i>(</i>) - | WORK: |
| | | | | |



12/04/19

<u>Pavilion – Extend Rough In for Reader Board</u>

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Papillon Building Tree Replacement





| | | | | UNIT P | RICES | | | | TOTALS | | | |
|-------|--|---|--|------------|----------|------------|------------------------|---------------|--------|------------|-----|-----|
| Phase | Description | Quan. Unit | Labor | Material | Equip. | Garco Sub. | Labor | Material | Equip. | Garco Sub. | TOT | AL |
| ÷ | Clearwater Summit to Replace Sugar Maples Curbside of Howar and Mallon. Damaged During Demolition. | 1.0 LS | | | | 845.25 | - | - | - | 845 | | 845 |
| | | LS | | | | | - | - | - | - | | |
| | | | | SUB-TOTALS | 3 | ' | - | - | - | 845 | | 845 |
| | ADD | ADD-ONS: OH&P: on Garco (as subcontractor) self-performed work. | | | | | | | | _ | | |
| | | | OH&P: on Garco (as subcontractor) subcontracted work | | | | 4.00% (of Subcontract) | | | | | 34 |
| ÷ | | | | | | • | | | | SUB-TOTAL | | 879 |
| | | | Insurance | | | | 1.00% | (of Subtotal) | | | | 9 |
| | | | Bond Premiur | n | | | 0.75% | (of Subtotal) | | | | 7 |
| | | | | | | | | | | SUB-TOTAL | | 894 |
| | | | | | | | | | | | | ič |
| | | | B & O Tax | | | | 0.47% | (of Subtotal) | | | | 4 |
| | | | TOTAL - C | HANGE ORD | ER REQUE | ST | | | | | \$ | 899 |

SPECIFIC EXCLUSIONS:

1. WSST

de



CLEARWATER - SUMMIT GROUP INC.

Landscape Design & Construction

5/28/2019

RE: Install 2 Maples Outside of Scope

Remove 2 dead maples outside scope of work and replace with new. Excavate two maples from existing tree wells and dispose. prepare holes fro new trees, backfill with suitable soil for new trees. No machine work allowed so existing conrete would not be damaged.

| Materials | QTY | Unit Measur | Unit Cost | Total Cost |
|------------------|-----|----------------|--------------|---------------|
| Sugar Maple (2") | 2 | EA | \$ 160.00 | \$ 320.00 |
| | | | \$ - | \$ - |
| | | | | |

Total Material Cost

\$320.00

Labor

| Working Foreman Landscape Labor | 8 | Hrs | \$ 45.00 | \$ 360.00 |
|---------------------------------|---|-----|-------------|--------------|
| Total Labor Cost | | | | \$ 415.00 |

Equipment

| Skid Steer | Hrs | \$ 46.63 | \$ - |
|----------------|------|--------------|---------|
| Mini Excavator | Hrs | \$ 46.76 | \$ - |
| Crew Truck | Days | \$ 120.00 | \$ - |

Total Equipment Cost

\$735.00

Total Material, Labor & Equipment Subtotal

\$735.00

Overhead & Profit - 15%

110.25

Project Manager

\$845.25

Total

Carlos Lima

Email: Clima@clearwatersummitgroup.com

Cell: 208-818-4073



12/04/19

PROM - Replace 2 Sugar Maples at Ram Building

Based on the subcontractor pricing, this was negotiated and accept by Parks.

Lorraine Mead

Spokane Park Board Briefing Paper



| Committee | Riverfront | Park Com | mittee | | |
|--|---|------------|----------------------|---|-------------------------|
| Committee meeting date | Riverfront Park Committee Dec. 9, 2019 | | | | |
| Requester | Berry Ellis | | | Phone number: 509 | 625 6276 |
| Type of agenda item | © Conse | | Discussion | () Information | Action |
| Type of contract/agreement | New | | wal/extension | Amendment/change of | |
| City Clerks file (OPR or policy #) | O New | - Nene | wai, exterision | O / milemaniem, emanige e | 0 0 0 0 0 0 0 0 0 0 0 0 |
| Item title: (Use exact language noted on | PlayCroat | ion/Most I | | ground equipment purchase | /#206 GEE 12 |
| the agenda) | tax inclusi | | navermale play | ground equipment purchase | (\$320,033.13, |
| Begin/end dates | Begins: 1 | 2/20/2019 | End | ls: 10/30/2020 | Open ended |
| Background/history: Purchase play equipment from PlayCrea donor-funded project. Motion wording: Move to approve the PlayCreation equipment inclusive. | | | | | |
| Approvals/signatures outside Parks: If so, who/what department, agency or c | Ompany: | 3 | ● No | | |
| Name: | Email ac | dress: | | Phone: | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison | | | AnnaValdez(| _ | |
| Grant Management Department/Name: | | | tprince@spo | kanecity.org | |
| Fiscal impact: Expenditure Amount: 326,655.13 | Reve | Bud | lget code: 01 TBD | | |
| Vendor: | New | vendor | | | |
| Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 602 429 413 Business license exp | ity of Spoka | ne | ✓ ACH Forms | ew contractors/consultants/ven s (for new contractors/consultar Certificate (min. \$1 million in Ge | nts/vendors |

West Havermale - Shane's Inspiration Quote #1912-7864R





Quoted by

Spokane Parks & Recreation 808 W. Spokane Falls Blvd # 5 Spokane, WA 99201 Jo-Lynn Brown | 509.625.6264 jlbrown@spokanecity.org

PROJECT LOCATION:

Date

Please advise

| APPROVAL SIGNAT | URE | |
|-----------------|-----|--|
| signature | | |
| print name | | |
| date | PO# | |

Terms

| December 13, 2019 | | 8 - 12 weeks | 8 - 12 weeks see attached | | n 206.940.1108 | |
|-------------------|-------------------|---|---------------------------|----------|----------------|-------------|
| Quantity | Drawing / Model # | | | per unit | | Total |
| 1 | 1138563-01-06 | Custom PlayBooster Playgr sheet, manufactured by Lar | | \$ | 312,390.00 | |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | | |
| | | NASPO; Washington Maste | er Contract No. 04216 | | \$ | (24,991.20) |
| | | | | | \$ | - |
| | | | | | | |

Lead Time

Issue Purchase Order to: Landscape Structures, Inc. attention: Misty Link 601 - 7th Street South Delano, MN 55328-0198 MistyLink@playlsi.com 763.972.5591

Iandscape structures

Send Purchase Order for Processing to: PlayCreation, Inc. attention: John Larson 2104 SW 152nd Street, ste 1 Burien, WA 98166 JohnL@PlayCreation.com 206.932.5778 fax

| Sub Total | \$ 287,398.80 |
|-----------|------------------|
| Freight | \$ 12,560.00 |
| Tax 8.9% | \$ 26,696.33 |
| TOTAL | \$ 326,655.13 |

PlayCAD Quote

Date:12/12/2019 Rep Organization: PlayCreation, Inc. Design No: 1138563-01-06

Contact John Larson

Project Title: Riverfront Park - Shane's Inspiration Location: Spokane, WA 99223

| PlayE | Booster® (2-1 | 2 years) | | | | |
|------------|---------------|--|----------------|------------------|----------------|---------------------------|
| PHAS | E-1 Direct B | ury Mixed Material | UN | UNIT | | AL |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2019) |
| - | Booster® | | | | | |
| Custo | | | | | | |
| 1 | CP012898 | 12" CURVED WOOD-GRAIN RPL BOAT SWAY FUN, Woodgrain dinghy themed Sway Fun. Cedar and Mink RPL planks curved to fit shape. RPL table w activities and post w post-mounted ships wheel by opposite bench. Includes 171539 ramp deck extension, 120325 concrete ramp berm exit plate, (4) 92" posts, CP002836 double extension deck and (2) permalene | | | 1740.0 | 35,345.00 |
| 1 | CP010028 | curbs TSTF HEADLINE PANEL - NATURE THEME, Double-sided mounted 4i above grade. Includes (2) custom 80i deck post. | | | 193.0 | 1,815.00 |
| 1 | CP010029 | TSTF WHY PANEL - NATURE THEME, Double-sided mounted 4i above grade. Includes (2) custom 80i deck post. | | | 193.0 | 1,815.00 |
| Motio | on & More Fur | | | | | |
| 1 Posts | 166809A | E-Pod Seat | | | 11.0 | 280.00 |
| 1 | 154883D | 221"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof | | | 188.0 | 710.00 |
| Roofs | | | | | | |
| 1 | 154884A | CoolToppers Single Post Pyramid Roof DB Only ¹ | | | 145.0 | 3,000.00 |
| Frees | standing Play | | | | | |
| Custo | om | | | | | |
| 1 | CP012822 | GFRC CUSTOM BALANCE BEAM AND HANDRAIL BARRIER, Includes RPL beam, 2 basalt rock steppers at 8i and 16i, powdercoated handrail mesh barrier, No Configurable Colors | | | 1200.0 | 9,550.00 |
| 1 | CP012717 | GFRC SAND TABLE, 3 Tier with wheelchair accesible section - River theme, No Configurable Colors | | | 1200.0 | 29,990.00 |
| 1 | CP012716 | GFRC SENSORY WALL - SPOKANE RIVER, Approx 12ft L x 3ft W x 7ft H - includes K- | | | 2500.0 | 84,900.00 |
| | | | | | | Page 1 of 3 |

PlayCAD Quote

Date:12/12/2019 Rep Organization: PlayCreation, Inc. Design No: 1138563-01-06

Contact John Larson

Project Title: Riverfront Park - Shane's Inspiration Location: Spokane, WA 99223

| PlayE | sooster® (2-1 | 2 years) | | | | | | |
|-------|---------------|--|----------------|------------------|----------------|---------------------|--|--|
| | • | ury Mixed Material | UN | IT | тот | TOTAL | | |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2019) | | |
| 3 | CP014314 | scope, rainwheel, 3 gazing balls, No Configurable Colors ROPE PULL CLIMBER FOR 3' ELEVATION CHANGE HILL, Approximately 9'6" in plan. Includes clamps, 4 roto knots and one | 192.0 | 1,840.00 | 576.0 | 5,520.00 | | |
| 1 | CP001912 | post SHANES AGE SIGN 5-12, Double sided DigiFuse® Shanes sign with 5-12 age info on one side and logo and verbiage on the other. All in branded colors. | | | 80.0 | 1,405.00 | | |
| 1 | CP014568 | SKYWAYS® HYPAR SAIL, 4 Columns +1 HDPE Top - w/ 8'-16' Entry - Approx. 840 Sq Ft - Est. Foundation 36" x 8' Deep Pier, No Configurable Colors | | | 0.0 | 20,100.00 | | |
| 1 | CP014569 | SKYWAYS® JOINED SHADE SAILS, 7 Columns +3 HDPE Tops - w/ 8'-20' Entry - Approx. 1,990 Sq Ft - Est. Foundation 36" Diam. x 8' Deep Pier, No Configurable Colors | | | 0.0 | 40,315.00 | | |
| 4 | CP001490 | SKYWAYS® RAPID RELEASE®, Shade Sail Rapid Release®, No Configurable Colors | | 1,270.00 | 0.0 | 5,080.00 | | |
| 1 | CP006976 | STRAIGHT 72" X 6" X 12" WOOD-GRAIN RPL BALANCE BEAM, 12" tall for 2-5 use. | | | 19.0 | 630.00 | | |
| Motio | n & More Fur | 1 | | | | | | |
| 1 | 247189A | Chill Spinner DB | | | 92.0 | 1,850.00 | | |
| 1 | 249558A | We-Go-Round w/Nature DigiFuse Panels 2 Seats DB Only ¹ | | | 2107.0 | 27,500.00 | | |
| 1 | 158105A | Wobble Pod DB Only | | | 122.0 | 1,390.00 | | |
| Senso | ry Play | | | | | | | |
| 1 | 168107A | Bongo Panel | | | 33.0 | 900.00 | | |
| 1 | 168099A | Cozy Dome DB | | | 247.0 | 4,025.00 | | |
| 1 | 168108A | Kaleidospin Panel | | | 53.0 | 2,750.00 | | |
| 1 | 168104A | Optigear Panel | | | 41.0 | 2,750.00 | | |
| 1 | 250341A | Rhapsody Tongue Drum Junior w/Mallet DB | | | 36.0 | 2,450.00 | | |
| 1 | 176457A | Roller Table DB¹ | | | 542.0 | 10,690.00 | | |
| 4 | 168100A | Sensory Play Center Wall DB | 88.0 | 1,215.00 | 352.0 | 4,860.00 | | |
| 2 | 168101A | Sensory Play Center Wall End DB | 38.0 | 810.00 | 76.0 | 1,620.00 | | |

PlayCAD Quote

Date:12/12/2019 Rep Organization: PlayCreation, Inc. Design No: 1138563-01-06

Contact John Larson

Project Title: Riverfront Park - Shane's Inspiration Location: Spokane, WA 99223

| PlayBooster® (2-12 years) | | | | | | | |
|---------------------------|--------------|---|------|---------|--------|----------|--|
| PHAS | E-1 Direct B | ury Mixed Material | UNIT | | TO | ΓAL | |
| QTY | NO. | DESCRIPTION WEIGHT P | | PRICE | WEIGHT | PRICE | |
| | | | (lb) | (US \$) | (lb) | (2019) | |
| 5 | 168661A | Sensory Play Station Plate | | | 0.0 | 0.00 | |
| 1 | 168106A | Xylofun Panel | | | 29.0 | 2,010.00 | |
| Swing | gs | | | | | | |
| 1 | 221292A | 5" Arch Swing Frame | | | 204.0 | 2,600.00 | |
| | | 8' Beam Height Only | | | | | |
| 2 | 177351A | Molded Bucket Seat (5-12 yrs) w/Harness | 48.0 | 780.00 | 96.0 | 1,560.00 | |
| | | ProGuard Chains for 8' Beam Height | | | | | |
| 1 | 173592A | Oodle Swing DB Only ¹ | | | 395.0 | 4,980.00 | |

| SUMMARY | | CONCRETE | FOOTINGS | LABOR* | WEIGHT | PRICE |
|-----------------------------------|-------------------|----------|----------|-------------|----------|------------|
| | | (cu-ft) | (count) | (man-hours) | (lb) | (2019) |
| PlayBooster® (2-12 years) PHASE-1 | | 164.8 | 51 | 81.0 | 12,470.0 | 312,390.00 |
| | | | | | | |
| ALL PHASES | PlayBooster® | 20.5 | 5 | 11.3 | 2,470.0 | 42,965.00 |
| | Freestanding Play | 144.3 | 46 | 69.8 | 10,000.0 | 269,425.00 |
| | Total | 164.8 | 51 | 81.0 | 12,470.0 | 312,390.00 |

- The Safety Zone was not specified.
- Estimated man-hours do not include hours for custom product installation or site preparation.
- ¹ This Quote has a total weight above 5,000 lbs or product(s) that require a freight quote. Freight tables cannot be used Please contact LSI for a freight quote.
- SkyWays This Quotation does not specify concrete requirements or labor hours for the installation of SkyWays
 products. Please contact your local Landscape Structures Sales Consultant or refer to the Installation
 Instructions for details.
- This quote is valid for 60 days. Purchase orders submitted with an expired quote are subject to price changes. Custom freight quotes are valid for 30. Expired custom freight quotes are subject to changes.
- Manufacturing time for this project will be 12 weeks from the time of LSI's order acceptance.
- *Labor is not included in this equipment quote.



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

M landscape structures

2019 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 6017th Street South, Delano, Minnesota, 55328-8605.

Signed: President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc. 601 7th St. South Delano, MN 55328-8605 888.438.6574 (inside the U.S.A.) 763.972.5200 (outside the U.S.A.) playlsi.com



Spokane Park Board Briefing Paper



| Committee | Golf Committee |
|--|---|
| Committee meeting date | Dec. 10, 2019 |
| Requester | Nick Hamad |
| Requester phone number | 509.363.5452 |
| Type of agenda item | Consent ODiscussion OInformation OAction |
| Type of contract | New ORenewal/extension Amendment/change order Other |
| City Clerks file (OPR or policy #) | OPR 2019-0675 |
| Item title: (Use exact language on the agenda) | Heritage Links change order #2/Esmeralda Golf Course (\$39,666.83, tax inclusive) |
| Begin/end dates | Begins: 12/19/2020 Ends: 05/01/2020 Open ended |
| Impact if not approved at this time | Delay pipe installation until spring 2020, delaying project completion. |
| underground electric conduit for future driving | Esmeralda Golf Course irrigation renovation project adds the installation of g range lighting wire, six new valves for future course perimeter plantings along installed quantities of unit price irrigation equipment. |
| Recommendation/motion wording: Recommend change order #2 with Heritage of \$39,666.83, tax inclusive. | Links for the Esmeralda Golf Course irrigation renovation project in the amount |
| Approvals/signatures outside Parks: If so, who/what department, agency or compa Name: Heritage Links | Yes No any: Email address: TimH@heritage-links.com Phone: 281.866.0909 |
| Distribution: | Mark Poirier |
| Parks – Accounting | |
| Parks – Pamela Clarke | |
| Requester: Nick Hamad Grant Management Department/Name | |
| Fiscal impact: | Revenue |
| Amount: \$39,666.83 | Budget code: 5901-79214-94000-56314 |
| Vendor: Existing vendor Supporting documents: | O New vendor |
| Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City Business license expiration date: 601-849- | |

Updated: 8/29/2019 2:53 PM

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

NAME OF CONTRACTOR: Lexicon d/b/a/ Heritage Links PROJECT TITLE: Esmeralda Golf Course Irrigation Renovation CITY CLERK CONTRACT NUMBER: OPR2019-0675 **DESCRIPTION OF CHANGE:** Driving Range Conduit Connection (Future Lighting) \$13,867.00 Added Drip Zone Valves (Future Perimeter Plantings) \$11,835.00 Installed Equipment Count Adjustment \$10.723.00 **TOTAL AMOUNT:** \$36,425.00 CONTRACT SUM (EXCLUDE SALES TAX) ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) \$1,981,983.09 NET AMOUNT OF PREVIOUS CHANGE ORDERS \$ 82,703.00 **CURRENT CONTRACT AMOUNT** \$2,064,686.09 CURRENT CHANGE ORDER (EXCLUDES SALES TAX) 36,425.00 REVISED CONTRACT SUM \$2,101,111,09 CONTRACT COMPLETION DATE ORIGINAL CONTRACT COMPLETION DATE 05/01/2020 CURRENT COMPLETION DATE 05/01/2020 REVISED COMPLETION DATE 05/01/2020 Contractor's Acceptance: Date: _____ Date: _____ City Approval:

Attest: City Clerk

Approved as to form: _____ Assistant City Attorney

AIA DOCUMENT G701 CHANGE ORDER

OWNER []
ARCHITECT []
CONTRACTOR x
FIELD []
OTHER []

| PROJECT: | CHANGE ORDER NUMBER: | 2 | | | | |
|--|--|---------------|-------|---------------|--|--------------|
| Esmeralda Golf Coure | DATE: | 11/18/2019 | | | | |
| TO OWNER: | PROJECT NO: | 700-7326 | | | | |
| City of Spokane Parks and Recreation 808 W. Spokane Falls Boulevard | CONTRACT DATE: | 6/13/2019 | | | | |
| Spokane, WA 99201 | CONTRACT FOR: | Irrigation Pr | oject | | | |
| The Contract is changed as follows: | | | | | | |
| Description of Work - Additonal Items | | Quantity | Units | Į | Jnit Price | Total |
| Driving Range Lighting Connection | | 1 | LS | \$ | 13,867.00 | \$ 13,867.00 |
| | | | | | | |
| Added Drip Zone Valves | | 1 | LS | \$ | 11,835.00 | \$ 11,835.00 |
| | | | | ļ | | |
| *Taxes Not included in Change Order Am | ount | | | | | |
| | | | | | | |
| | | | | - | | |
| Additional Info: | | | | | | |
| Additional into: | | | | | | |
| The original (Contract Sum) (Guaranteed | Maximum Price) was | | | \$ | ACCOUNTY OF THE PARTY OF THE PA | 1,981,983.09 |
| | ge Orders | | | | | 82,703.00 |
| | um Price) prior to this Change Order was | | | $\overline{}$ | | 2,064,686.09 |
| The (Contract Sum) (Guaranteed Maximu | um Price) will be (increased) (decreased) | | | | | |
| · • • • • • • • • • • • • • • • • • • • | the amount of | | | | | 25,702.00 |
| The new (Contract) (Guaranteed Maximu | m Price) including this Change Order will be | | | _\$_ | | 2,090,388.09 |
| The Contract Time will be (increased) (dec | creased) (unchanged) by | | | | 0 | days |
| The date of Substantial Completion as of t | he date of this Change Order therefore is | | | | | |
| | | | | | | |
| Not valid until signed by Owner, Contractor | or, and Subcontractor: | | | | | |
| City of Spokane Parks & Recreation | Heritage Links, a Division of Lexicon, Inc. | | | | | |
| OWNER | CONTRACTOR | | | | | |
| 808 W. Spokane Falls Voulevard | 6707 Cypress Creek Parkway | | | | | |
| Address (Line 1) | Address (Line 1) | Address (Line | e I) | | | |
| Spokane, WA 99201 | Houston, TX 77069 | | | | | |
| Address (Line 2) | Address (Line 2) | Address (Line | e 2) | | | |
| By (Signature) | By (Signature) Too P. Obonovil | By (Signature | :) | | | |
| Typed Name | Typed Name | Typed Name | | | | |
| Date | Date | Date | | | | |

Driving Range Conduit Connection





City of Spokane Boundary

City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Esmeralda Golf Course Irrigation System Final Count November 25,2019

Unit prices will be used to calculate any cost changes in the event equipment is added or deleted. As-builts will be used to determine final installed quantities.

| Line # | Equipment | Bid Quantity | Installed Quantity | Difference | Unit Price | Extended Amount |
|--------|---|--------------|-----------------------|------------|------------|-----------------|
| 1 | Full circle valve in head with swing joint & wire spaced at 65' | 473 | 510 | 37 | \$683.00 | \$25,271.00 |
| 2 | Part circle valve in head with swing joint and wire spaced at 65' | 358 | 339 | (19) | \$698.00 | (\$13,262.00) |
| 3 | Part circle valve in head with tail nozzle, swing joint and wire spaced at 65' | 287 | 275 | (12) | \$708.00 | (\$8,496.00) |
| 4 | Part circle valve in head short radius sprinkler with swing joint and wire spaced at 40' | 75 | 81 | 6 | \$705.00 | \$4,230.00 |
| 5 | Full circle/part circle block zone sprinkler with swing joint, spaced at 40' | 11 | 16 | 5 | \$180.00 | \$900.00 |
| 7 | Hunter rotary stream sprinkler and nozzle with swing joint for 15' and 30' end & center strip spacing - See Clubhouse | 3 | 2 | (1) | \$60.00 | (\$60.00) |
| 8 | Owner supplied quick coupling valve, furnish and install new swing joint and valve box | 62 | 64 | 2 | \$120.00 | \$240.00 |
| 9 | Electric valve assembly for rotary stream sprinkler zones | 19 | 20 | 1 | \$975.00 | \$975.00 |
| 10 | Lateral isolation valve assembly on 4" mainline | 114 | 115 | 1 | \$450.00 | \$450.00 |
| 11 | Lateral isolation valve assembly on 6" mainline | 79 | 80 | 1 | \$475.00 | \$475.00 |
| | Esmeralda Golf Co | \$10,723.00 | | | | |



Spokane Park Board Briefing Paper



| Committee | Finance | | | | | |
|--|---|--|--|--|--|--|
| Committee meeting date | Dec. 10, 2019 | | | | | |
| Requester | Jason Conley Phone number: 625-6211 | | | | | |
| Type of agenda item | O Consent O Discussion O Information O Action | | | | | |
| Type of contract/agreement | O New Renewal/extension O Amendment/change order O Other | | | | | |
| City Clerks file (OPR or policy #) | OPR 2014-0597 | | | | | |
| Item title: (Use exact language noted on the agenda) | Spokane Parks Foundation Memorandum of Understanding no-cost extension | | | | | |
| Begin/end dates | Begins: 1/01/2020 Ends: 4/30/2020 Open ended | | | | | |
| Background/history: The existing MOU between Spokane Parks and Recreation and the Spokane Parks Foundation expires Dec. 31, 2019. It is the desire of both parties to update a new agreement to better reflect the current relationship, party responsibilities and expectations. To allow adequate time for a new agreement to be developed, both parties desire to extend the existing MOU for a period of time not to exceed four months, Jan.1, 2020, through April 30, 2020. This is a no-cost extension, and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects. | | | | | | |
| Motion wording: Move to approve a no-cost extension of t April 30, 2020. | ne existing MOU with the Spokane Parks Foundation for a time not to exceed | | | | | |
| Approvals/signatures outside Parks: | ● Yes | | | | | |
| If so, who/what department, agency or o | | | | | | |
| Name: Terri Fortner | Email address: Terri@spokaneparksfoundation.org Phone: 509 326 5233 | | | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name: | jkconley@spokanecity.org | | | | | |
| Fiscal impact: C Expenditure | Revenue | | | | | |
| Amount: Budget Neutral | Budget code: | | | | | |
| Vendor: | New vendor | | | | | |
| Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp | W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors | | | | | |

Updated: 10/21/2019 3:23 PM



<u>City of Spokane</u> Parks and Recreation Division

NO-COST EXTENSION TO MEMORANDUM OF UNDERSTANDING WITH SPOKANE PARKS FOUNDATION

This MOU Extension is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DIVISION as ("City"), a Washington municipal corporation, and the SPOKANE PARKS FOUNDATION, a Washington State nonprofit, tax exempt corporation, located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a MOU wherein the Spokane Parks Foundation agreed to support the City Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, additional time is required, and thus the time for performance needs to be formally extended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated August 20, 2014, and August 26, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through April 30, 2020.

4. COMPENSATION.

There is no additional cost associated with this Extension, therefore, it will be considered a "no-cost Contract Extension".

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.

| SPOKANE PARKS FOUNDATION | CITY OF SPOKANE PARKS AND RECREATION DIVISION | | | | |
|--------------------------|---|--|--|--|--|
| By | By | | | | |
| Signature Date | Signature Date | | | | |
| Type or Print Name | Type or Print Name | | | | |
| Title | Title | | | | |
| Attest: | Approved as to form: | | | | |
| City Clerk | Assistant City Attorney | | | | |

19-227



AGENDA SHEET FOR PARKBOARD MEETING OF: Oct. 13, 2016

| Submitting Division Parks & Recreation | Contact Person Fianna Dickson | <u>Phone No.</u> 509-625-6297 | PARKS SALERECTE ATTOM |
|---|---|--|---|
| DEPARTMENT ☐ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park ☐ Parks & Recreation | COMMITTEE Riverfront Golf Recreation Land Urban Forestry Finance | CLERK'S FILE RENEWS CROSS REF ENG BID REQUISITION | OPR 2014-0597 (DBA2CF / 1000-2004) OPR 2014-059 |
| AGENDA WORDING: Move to approve the amended Mem Division, and the Spokane Parks For | orandum of Understanding between undation. | een the City of Spokane Pa | PEC 0 6 2016 |
| BACKGROUND: (Attach additional sheet if necessary) The Memorandum of Understanding relationship, in addition to clarifying tamendment extends the existing MC | hat the Foundation is not manage | | |
| RECOMMENDATION: Approve the Finance Committee recapprove the amended MOU between Parks and Recreation Division, and the Foundation. | oity of oporatio | ture: Budget neutral | Budget Account: |
| ATTACHMENTS: Include in Packets On file for Review in Office of City Cl | | | |
| SIGNATURES: Fauna Dickson Requestor - Fianna Dickson Parks Accounting - Nicole Edwards | Dept. Mgr Mark Bue | uluz | Inlux turdervy Each |
| Parks: Accounting Parks: Pamela Clauser: Requester: Fiant | arke Tim Dunivant | | |
| PARK BOARD ACTION: | | | |
| | APPROVED BY SPOKANE PARK BO Oct. 13,2016 | R | ECEIVED |

CITY CLERK'S OFFICE



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND Spokane Parks Foundation

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and the Spokane Parks Foundation, a Washington State nonprofit, tax exempt corporation located at PO Box 2021, 315 W Mission, Ste 26, Spokane, Washington 99210-2021 (the Spokane Parks Foundation).

WHEREAS, City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, the Spokane Parks Foundation wishes to support the City's Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, the private independent nature of the Spokane Parks Foundation also provides the added advantage of dedicated donor and volunteer services; and

WHEREAS, the City wishes to support the fund raising activities of, and appropriately recognize, the Spokane Parks Foundation and promote a positive relationship with its staff and volunteer members; and

WHEREAS, the Spokane Parks Foundation wishes to assure the City and its Parks and Recreation Division that it will operate effectively and responsibly consistent with the reasonable expectations of both public and private interests on behalf of, *inter alia*, the City and its Parks and Recreation Division;

THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. Spokane Parks Foundation Representations. The Spokane Parks Foundation represents and acknowledges the following with regard to its operation and purposes:

- A. The Spokane Parks Foundation operates in support of parks and park programs throughout Spokane County. The Foundation's work will be compatible with the City and its Park and Recreation Division's vision, mission, and goals, and it will support the master plan of the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- B. A major purpose of the Spokane Parks Foundation shall be to secure, purchase, manage and invest privately raised funds for the benefit of parks and park programs throughout Spokane County, including the City's Parks and Recreation Division's parks and programs.
- C. When the Foundation's work involves City parks and/or Recreation programs, the Spokane Parks Foundation shall recruit, manage and coordinate volunteer services in City Parks in such a manner with respect to the City's parks and programs as to maintain full compliance with the City's Parks and Recreation Division's policies and project requirements.
- D. The Spokane Parks Foundation shall obtain advance approval from the Park Board, or its designee, for all projects when the Foundation's work involves City Parks and/or Recreation parks or programs.
- E. Project proposals with respect to a capital project in a City Park shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties. Proposals for projects in a City Park with future funding responsibility shall also include a funding plan to meet the obligation.
- F. The Spokane Parks Foundation will continue to operate as a private independent legal entity separate from the City and its Parks and Recreation Division.
- G. The Spokane Parks Foundation will use sound fiscal and auditing procedures.
- H. The Spokane Parks Foundation will not interfere with day-to-day City Parks and Recreation Division operations.
- I. The Spokane Parks Foundation will maintain its status as a 501(c)(3) charitable organization to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code.

Section 2. Bond and Insurance. The Spokane Parks Foundation shall ensure that officers and staff members are bonded in an amount of not less than \$1,000,000. The premiums payable on the bonds shall be payable from the funds of the Spokane Parks Foundation. Further, the Spokane Parks Foundation shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Spokane Parks Foundation Board. The Spokane Parks Foundation shall annually provide the City's Parks and Recreation Division documentation of its compliance with this Section.

Section 3. Accountability and Stewardship. As the City and the Spokane Parks Foundation want to maintain the highest levels of accountability and stewardship, subject to the Confidentiality Policies of the Spokane Parks Foundation and section 7, below, the Spokane

Parks Foundation agrees to share information with the City as reasonably requested, including quarterly reports to the Park Board. It shall develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 4. Donor Solicitation.

- **4.1 Donor Communication.** The Spokane Parks Foundation agrees to advise prospective donors of the following:
 - A. The Spokane Parks Foundation is a separate legal and tax entity organized for the purpose of encouraging philanthropic support for the benefit of the parks and park programs throughout Spokane County, including City of Spokane parks and park programs.
 - B. Responsibility for governance of the Spokane Parks Foundation, including investment of gifts and endowments, resides with the Spokane Parks Foundation's Board.
 - C. The Spokane Parks Foundation will follow donor intent with all donations, ensuring that donations are used in the manner agreed upon between the donor, the Spokane Parks Foundation and, to the extent the City's parks or a City park program is the subject of such donation, the City's Parks and Recreation Division.
 - D. The Spokane Parks Foundation shall keep donors informed on a timely basis regarding accomplishment of gift purpose. The City Parks and Recreation Division will assist with such communications by providing information regarding funded projects as reasonably requested by the Spokane Parks Foundation.
- **4.2 Conditions of Gift Acceptance.** The Spokane Parks Foundation agrees that in accepting gifts of all kinds, it will:
 - A. Advise donors that any restrictive terms and conditions they attach to gifts for the City's Parks and Recreation Division are subject to the City's Parks and Recreation Division approval.
 - B. Ensure that gifts designated for specific purposes related to the City's parks or park programs are in compliance with the City's Parks and Recreation Division's master plans, vision, mission and philosophy.
 - C. Ensure that gifts related to the City's parks or Park programs are promptly reported to, and to the extent such gifts seek to impose terms, condition, or obligations on the City Parks and Recreation Division, approved for acceptance by the Park Board as presented by the Spokane Parks Foundation in quarterly reports.

- D. Coordinate relevant funding goals, programs and campaigns with the City's Parks and Recreation Division when the Foundation's work involves City Parks and/or Recreation programs.
- E. Follow the Spokane Parks Foundation Donor Relations and Recognition Policy, as approved by the Spokane Parks Foundation Board, including protecting donor identities as requested by donors.

Section 5. Financial Procedures.

5.1 Standards. The Spokane Parks Foundation will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it should ensure that the following standards are applied:

A. <u>Prudent Practices</u>.

In general, Spokane Parks Foundation investment procedures should be conducted in accordance with applicable state and federal law. The investments must be consistent with the terms of the gift instrument.

B. Administration of Income.

Income from investments, net of administrative fees, should be administered in accordance with pertinent Spokane Parks Foundation policies.

C. Quarterly Reports.

The Spokane Parks Foundation shall include in their quarterly reports to the Park Board a summary of all funds transferred to the City, current program account balances, and any financial activity thereon. The City and the Spokane Parks Foundation shall provide each other with other reports as may be reasonably requested.

Section 6. Financial Statement. The Spokane Parks Foundation shall maintain financial records in accordance with generally accepted accounting principles. Copies of the financial statements and a current list of Spokane Parks Foundation officers and directors shall be made available to the City.

Section 7. Inspection of Spokane Parks Foundation Records. Because private funds are raised to support public projects, the Spokane Parks Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Spokane Parks Foundation books and records, except to the extent the inspection violates rights to privacy, confidential donor information or any Spokane Parks Foundation Board policy.

Section 8. Compliance. To ensure donated funds are used in compliance with any Spokane Parks Foundation and/or donor purposes and restrictions, funds will be transferred to the City upon submission and review of a City invoice itemizing use of such funds. If another method of fund transfer is required, it will be mutually agreed upon in advance by the City and the Spokane Parks Foundation.

Section 9. Designation as a Gift. Funds received by the City shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 10. The City's Parks and Recreation Division's Assistance to the Spokane Parks Foundation. As long as the Spokane Parks Foundation complies with all provisions of this Memorandum, the City will assist the Spokane Parks Foundation in the following manner:

- A. Allow the Spokane Parks Foundation to use the name and images of the City's Parks and Recreation Division.
- B. Provide the Spokane Parks Foundation with assistance in Spokane Parks Foundation activities at the discretion of the Director of the Parks and Recreation Division, and consistent with what is permitted under state and federal law.
- C. Assist the Spokane Parks Foundation by suggesting and recommending donors and contributions to the Spokane Parks Foundation.
- D. Recognize Spokane Parks Foundation gifts in the City's Park and Recreation Division's annual report.
- E. Encourage other organizations which undertake activities the goal of which is to assist and improve City parks and/or City park programs to collaborate with the Spokane Parks Foundation.
- F. Provide Parks and Recreation Facilities to the Foundation on a case by case basis for Foundation fund raising purposes at either no cost or at a reduced cost as deemed appropriate by the Parks and Recreation Director.

Section 11. Notice of Non-Compliance – Opportunity to Cure. In the event of non-compliance with any provision of this Memorandum, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum and the relationship described herein.

Section 12. Termination. In addition to the method of termination provided for in Section 11, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the Spokane Parks Foundation shall provide the City with an accounting of all funds restricted for City of Spokane Parks and Recreation purposes.

Section 13. Compensation. The City will provide no compensation to officers or employees of the Spokane Parks Foundation.

Section 14. Access to Worksites. The Spokane Parks Foundation will have access to observe and take pictures of project worksites during construction.

Section 15. Ownership / Use after Project Completion. All projects will be owned and maintained by the City and used according to City policies.

- **Section 16. Assignment.** This Memorandum shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this Memorandum without the prior written consent of the other Party.
- **Section 17. Anti-Kickback.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.
- **Section 18. Indemnification.** Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Memorandum.
- **Section 19. Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- **Section 20. Entire Agreement and Amendment.** This Memorandum represents the parties' entire agreement with respect to the matters specified herein.
- **Section 21. Additional Terms and Conditions.** Additional terms and conditions may be found in Appendix A.
- **Section 22. Governing Law and Venue.** It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.
- **Section 23. Severability.** Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
- **Section 24. Attorney's Fees.** In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- **Section 25. Mediation.** Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by

the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 26. Contact Information. Representatives and their contact information, for each party, are as follows:

- A. For the City's Parks and Recreation Division contact: (Parks and Recreation Director, City of Spokane Parks and Recreation, 80 W Spokane Falls Blvd, Spokane, WA, 99201).
- B. For the Spokane Parks Foundation contact: Executive Director, Spokane Parks Foundation, 222 West Mission Ave, Ste 10, Spokane, Washington, 99201-2341.

Section 27. Term. This Memorandum shall become effective upon execution by both parties and shall terminate on December 31, 2019, unless earlier terminated as provided in Section 12 or renewed by mutual consent of both parties.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

| By Cerly | |
|------------------------------|-------------------------|
| (Name) TAGON CONLEY | Date |
| (Title) Executive Offices | A SPORT |
| Attest: | Approved as to form: |
| City Clerk | Assistant City Attorney |
| SPOKANE PARKS FOUNDATION | |
| By: Hather Bellegreus | 11-29-2016 Date |
| (Name) Heather Beeke-Stevens | |
| (Title) Executive Director | |

City of Spokane PARKS PARKS PRECREATION

Financial Reports
November 2019



City of Spokane Parks & Recreation PARK FUND - Revenues & Expenditures

| As of November 2019 | 2019 | YTD | YTD | %YTD |
|------------------------|--------|--------|--------|---------|
| (in millions) | Budget | Budget | Actual | Budget |
| Park Revenue | 5.86 | 4.18 | 5.17 | 123.59% |
| Transfers In | 17.05 | 15.29 | 14.43 | 94.37% |
| Funds Available | 22.91 | 19.47 | 19.60 | 100.65% |
| Expenditures | -20.30 | -18.03 | -18.50 | 102.64% |
| Net Capital Outlay | -4.83 | -0.13 | -0.65 | 492.37% |
| Transfers Out | -0.29 | -0.22 | -0.15 | 64.70% |
| NET | -2.51 | 1.09 | 0.30 | |
| Beg. Noncommitted Bal* | | | -0.20 | |
| End Noncommitted Bal | | | -0.19 | |

^{*}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 November 2019 | 2019 | YTD | YTD | %YTD |
|------------------------|--------|--------|--------|---------|
| (in millions) | Budget | Budget | Actual | Budget |
| Golf Revenue | 3.81 | 3.26 | 3.67 | 112.51% |
| Transfers In | 0.00 | 0.00 | 0.00 | 0.00% |
| Funds Available | 3.81 | 3.26 | 3.67 | 112.51% |
| Expenditures | -3.26 | -2.96 | -2.77 | 93.77% |
| Transfers Out | -0.28 | -0.28 | -0.11 | 40.94% |
| Capital Outlay | -0.27 | -0.03 | -0.10 | 100.00% |
| NET | 0.00 | 0.00 | 0.69 | |
| Beg. Noncommitted Bal* | | | -0.74 | |
| End Noncommitted Bal** | | | -0.05 | |

^{*}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 | Expended as of | Committed to | Budget Balance | | | | | | | | |
| | October 2019 | November 30, | Date | | | | | | | | | |
| 1. South Bank | \$ 10,412,530.00 | \$ 10,412,530.00 | \$ - | \$ - | | | | | | | | |
| West | | | | | | | | | | | | |
| 2. South Bank | \$ 11,743,839.00 | \$ 11,717,325.00 | \$ 27,289.68 | \$ (775.68) | | | | | | | | |
| Central | | | | | | | | | | | | |
| 3. Howard St. | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| SC Bridge | | | | | | | | | | | | |
| 4. Promenades | \$ 8,179,273.00 | \$ 5,929,487.00 | \$ 528,149.64 | \$ 1,721,636.36 | | | | | | | | |
| & Cent. Trail | | | | | | | | | | | | |
| 5. Havermale | \$ 22,564,788.00 | \$ 20,873,586.00 | \$ 1,314,071.58 | \$ 377,130.42 | | | | | | | | |
| Island | | | | | | | | | | | | |
| 6. snxw mene _? | \$ 1,741.00 | \$ 1,741.00 | \$ - | - | | | | | | | | |
| 7. North Bank | \$ 9,504,662.00 | \$ 1,082,110.00 | \$ 1,122,355.45 | \$ 7,300,196.55 | | | | | | | | |
| 8. South Bank | \$ 156,847.00 | \$ 156,847.00 | \$ - | \$ - | | | | | | | | |
| East | | | | | | | | | | | | |
| Program Level | \$ 5,498,692.00 | \$ 4,070,523.00 | \$ 246,912.44 | \$ 1,181,256.56 | | | | | | | | |
| Total | \$ 68,062,372.00 | \$ 54,244,149.00 | \$ 3,238,778.79 | \$ 10,579,444.21 | | | | | | | | |



| Committee | Riverfront Par | rk Committee - disc | cussion item | |
|---|------------------------------------|-------------------------------|--|--------------------------|
| Committee meeting date | Dec. 9, 2019 | | | |
| Requester | Berry Ellison | | Phone number: 50 | 9-625-6276 |
| Type of agenda item | O Consent | ODiscussion | O Information | Action |
| Type of contract/agreement | O New C | Renewal/extension | on | order O Other |
| City Clerks file (OPR or policy #) | OPR 2016-10 |)22 | | |
| Item title: (Use exact language noted on the agenda) | Riverfront Par | rk redevelopment b | oudget amendment #9 | |
| Begin/end dates | Begins: 12/20 | 0/2019 | Ends: 12/31/2020 | Open ended |
| Background/history: The budget amendment is necessary to preallocations are based on actual costs-to departments and Park Board authorized and Park Board authorized and Motion wording: Motion wording: Move to approve Riverfront redevelopments | o-date, forecas additional expe | ts, commitments of enditures. | project budgets. The proposed f the Master Plan, agreements v | budget with other |
| Approvals/signatures outside Parks: If so, who/what department, agency or co | O Yes | ⊙ No | | |
| Name: | Email addre | ess: | Phone: | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | 5 | dlarnold@ | @spokanecity.org @spokanecity.org lez@hillintl.com | |
| Fiscal impact: O Expenditure | ○ Revenue | 2 | | |
| Amount: | _ | Budget code: | | |
| | | | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C | | ☐ W-9 (fo | r new contractors/consultants/vei | nts/vendors |

Updated: 10/21/2019 3:23 PM

Summary of Changes from October 2019 - December 2019

South Bank Central [Net Bond Change: Add of \$778]

• Added \$778 from Program Level contingency to closeout project

Promenades [Net Bond Change: \$0]

- Non-Bond: \$54,811 added for the waterline improvements
- Non-Bond: \$1,653 added for promenade and signage improvements

West Havermale [Net Bond Change: Add of \$128,000]

- Added \$50,000 for art installation from Program Level art budget
- Added \$78,000 for construction services from Program Level contingency
- Non-Bond: \$1,264,426 added for an all-inclusive playground & Sister Cities improvements

U.S. Pavilion [Net Bond Change: Deduct of \$178,714]

- Deducted \$178,714 from unused project contingency to Program Level contingency
- Non-Bond: \$476 added for U.S. Pavilion improvements

North Bank [Net Bond Change: Add of \$388,714]

- Added \$204,734 to North Bank construction from Program level contingency
- Added \$184,000 to North Bank construction from Program Level construction contingency
- Non-Bond: \$1,220,260 for intersection improvements and signature basketball court

Program Level Costs [Net Bond Change: Add of \$5,878]

- Added \$332,920 to contingency for additional realized and forecasted interest
- Added \$178,714 to Program Level contingency from unused U.S. Pavilion project contingency
- Deducted \$204,734 from Program Level contingency to North Bank construction
- Deducted \$184,000 from Program Level construction contingency to North Bank construction
- Deducted \$78,000 from Program Level contingency to West Havermale construction services
- Deducted \$50,000 from Program Level art budget to North Bank for art piece installation
- Deducted \$778 from Program Level contingency to South Bank Central to closeout project
- Non-Bond: \$16,914 of Parks Foundation funds were deducted

No changes to South Bank West, South Bank East, Howard Street South Channel Bridge, and snxw mene?

Overall Bond Budget Net Change: Add of \$332,920

Overall Non-Bond Budget Net Change: Add of \$2,524,712.





RIVERFRONT PARK REDEVELOPMENT BOND PROGRAM - DEC 2019 SUMMARY

| | PROJECT DESCRIPTION | Oct 2019 BASELINE BUDGET | CURRENT PROPOSED BL | VARIANCE to Oct 2019 BUDGET | COST THRU Nov 2019 |
|----|---|--------------------------------|------------------------|-----------------------------------|-----------------------|
| 1 | CLOSED: RFP - SOUTH BANK WEST (REC RINK, GONDOLA MEADOW) | \$10,412,530 | \$10,412,530 | \$0 | \$10,412,530 |
| 2 | RFP - SOUTH BANK CENTRAL (LOOFF CAROUSEL) | \$11,743,838 | \$11,744,616 | \$778 | \$11,717,325 |
| 3 | CLOSED: | \$0 | \$0 | \$0 | \$0 |
| 4A | RFP - HOWARD STREET SOUTH CHANNEL BRIDGE (HSBS) RFP - PROMENADES | \$5,566,400 | \$5,566,400 | \$0 | \$5,525,505 |
| 4B | RFP - WEST HAVERMALE | \$2,612,873 | \$2,740,873 | \$128,000 | \$403,983 |
| 5 | RFP - US PAVILION | \$22,564,788 | \$22,386,073 | (\$178,714) | \$20,873,586 |
| 6 | CLOSED: | \$1,741 | \$1,741 | \$0 | \$1,741 |
| 7 | RFP - snz mene/ RFP - NORTH BANK | \$9,504,662 | \$9,893,396 | \$388,734 | \$1,082,110 |
| 8 | CLOSED: RFP - SOUTH BANK EAST | \$156,847 | \$156,847 | \$0 | \$156,847 |
| | SUBTOTAL | \$62,563,679 | \$62,902,477 | \$338,798 | |
| 9 | RFP - PROGRAM LEVEL OWNER COSTS | \$5,498,693 | \$5,492,815 | (\$5,878) | \$4,431,698 |
| | TOTAL | \$68,062,372 | \$68,395,292 | \$332,920 | \$54,605,325 |

Additional Budget Information

| 1 | 2015 Bond Amount | \$ 64,300,000 | |
|----|--|------------------|--|
| 2 | Initial Recognized Bond Interest | \$ 1,500,000 | |
| 3 | Bond SubTotal: | \$ 65,800,000 | |
| 4 | Start with Baseline Budget | \$ 65,475,586 | |
| 5 | Difference from Baseline Project to the Bond+Interest Total | \$ 324,414 | |
| 6 | 5/12/16 - Additional Bond Interest | \$ 125,000 | |
| 7 | 4/10/2017 - Additional Bond Interest | \$ 633,264 | |
| 8 | 7/27/2017 - Additional Bond Interest | \$ 1,955,000 | |
| 9 | 5/30/2018 - Adj to Bond Interest due to expedited spend rate | \$ (450,892) | |
| 10 | 10/31/19 - Adj to Bond Interest | \$ 246,920 | |
| 11 | 03/31/2019 Forecasted Adj to Bond Interest | \$ 86,000 | |
| 12 | Total Bond Budget (October 2019): | \$ 68,395,292 | |

12/18/2019 1 of 1





| | Description | Amount Received | Committed | Project | Date | Comment |
|---|--|--------------------|------------|-----------------------|--------|---------------------------------------|
| | Fund 1950 - Park Cumulative Reserve Fund | 56,007 | 56,007 | N BANK | | Verified |
| | Deadman Install (10.8k from Capital Budget to RR) | 10,000 | 10,000 | RR | | Verified |
| | Funds from Street Dept for lighting RR Alt#6 | 43,000 | 43,000 | RR | | Verified |
| | Owner Scope - Skyride Relocation of Equipment | 54,400 | 54,400 | RR | | Verified |
| | Water Main Upgrade (10" to 18") MOU w_Utilities to HSBS (NTE 200k) | 198,921 | 198,921 | HSBS | | Verified |
| | Water Main Upgrade (10" to 18") MOU w_Utilities Promenades (NTE 570k) | 624,811 | 624,811 | PROM | | Verified |
| | Water Main Upgrades MOU w_Utilities to Looff (NTE 275k) | 293,371 | 293,371 | LOOFF | | Verified |
| | EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope) | 177,500 | 177,500 | PROM | | Verified |
| | EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars spent for Remediation in the 3 areas awarded in the Grant Scope) | 177,500 | 177,500 | PAV | | Verified |
| | EPA Grant Funds for Brownfield Clean-up (200k less the AE Fee, based on dollars | 150,000 | 0 | N BANK | | Funds available, to be |
| | spent for Remediation in the 3 areas awarded in the Grant Scope) EPA Grant Funds for Brownfield Clean-up (AE Fee, based on dollars spent for | 0 | 0 | PROGRAM | | committed Duplice removed - verified |
| | Remediation in the 3 areas awarded in the Grant Scope) RCO Grant for Regional Playground | 500,000 | 0 | N BANK | | Funds available, to be |
| | Additional Funds - Rotary Group for Misters at Fountain | 12,455 | 12,455 | LOOFF | | committed Verified |
| | Rotary Fountain Contribution - Rotary Group for Donor Fish Engraving | 7,567 | 7,567 | LOOFF | | Verified |
| | Art in the Park - Foundation Funds; \$13,644 | 0 | 0 | PROGRAM | | Cancelled - verified |
| | Riverfront Park - Foundation Funds; \$3,270 | 0 | 0 | PROGRAM | | Cancelled - verified |
| | CO#17 Light pole Replacement | 4,569 | 4,569 | | | Verified |
| | RFP Promenades - Foundation Funds | 18,000 | 18,000 | | | Invoiced, not received |
| | | · | | | | |
| | Entry Signage - Foundation Funds | 1,000 | 1,000 | | | Invoiced, not received |
| | CCD 11 - Additional 2" tap for Café & water service to Café; connection inside bldg | 33,095 | 33,095 | | | Verified |
| | CCD 25 Repair damage in rock wall at café; \$887 | 0 | 0 | LOOFF | | Cancelled - verified |
| | Looff CO#11 - Added Lighting (\$5326 + WSST \$468.69) | 5,795 | 5,795 | LOOFF | | Verified |
| | CO#8 - Added Wi-Fi - Budget from City IT dept (\$58,805+WSST \$5,174.84) | 63,980 | 63,980 | PROM | | Verified |
| | Sister Cities Funds for hardscape & Art installations (91,300NBF + 8,125tax = 99,426-total); construction | 99,426 | 99,426 | W HAV | | Verified |
| | RFP Avista Rebates - Rec Rink | 4,000 | 4,000 | RR | 19-Jun | Verified |
| | N. Bridge Historical Restoration Funds (Promenades) | 77,200 | 77,200 | PROM | 19-Jun | Verified |
| | Berger Costs - Grant Support (Program level) | 24,982 | 24,982 | PROGRAM | 19-Jun | Verified |
| | Parks foundation W. Havermale -SPVV | 82,540 | 82,540 | W HAV | 19-Jun | Invoiced, not received |
| | Sister cities grass pavers (West Havermale) | 16,646 | 18,128 | W HAV | 19-Jun | Invoiced, not received (AVISTA) |
| | Sister cities Avista Crane Pad (West Havermale) | 33,822 | 33,822 | W HAV | 19-Jun | Invoiced, not received |
| | Sister city support/land expression non bond funding | 5,000 | 5,000 | W HAV | 19-Jun | (AVISTA) Verified |
| | Skate Park | 285,397 | 0 | N BANK | 19-Jun | Funds available, to be |
| | Intersection improvements for North Bank | 119,000 | 0 | N BANK | 19-Jun | committed Funds available, to be |
| | Change Lockers, add light blade music interface (5,348 + 476tax = \$5,824) | 5,824 | 5,824 | PAV | 19-Oct | committed Verified |
| | Sound Testing | 9,400 | 9,400 | PAV | 19-Oct | Under Contract, not |
| | Parks foundation Promenades Centennial Trail | 1,353 | 1,353 | PROM | 19-Oct | invoiced Invoiced, not received |
| | Avista added concrete pavers in lieu of concrete slab, additional amount + tax | 167 | 167 | W HAV | 19-Oct | (AVISTA) Invoiced, not received |
| | Parks foundation W. Havermale SPVV (restroom design) | 22,500 | 22,500 | W HAV | 19-Oct | (AVISTA) |
| | Arterial Street Fund (321,396 + 28,604 = \$350,000) | 350,000 | 0 | N BANK | 19-Dec | Funds available, to be |
| | 1950 Parks Cumulative Funds (459,137 + 40,863 = \$500,000) | 500,000 | 0 | N BANK | 19-Dec | committed Funds available, to be |
| | , , , | ŕ | | | | committed |
| | Hooptown USA (\$340K + Tax) | 370,260 | 0 | N BANK | 19-Dec | Funds available, to be committed |
| | Parks Foundation for W Hav Playground (1,147,842 + 102,158 = \$1.25M) | 1,250,000 | 0 | W HAV | 19-Dec | Funds available, to be committed |
| _ | | | | 8 NON BO | | |
| | | / | | 92 BOND F 80 TOTAL | | G ELOPMENT BUD(|
| | | / | ψ1 4,004,7 | OU TOTAL | NLDEVI | LOI WILINI BUDO |
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12/18/2019 1 of 1





Data through: 12/18/2019

RIVERFRONT PARK REDEVELOPMENT PROJECT OVERVIEW City of Spokane, Parks and Recreation

Report in whole dollars

| | BOND FUNDING | | | NON | TOTAL | | |
|-----------------------------------|--------------|------------|-----------|-----------|-----------|-----------|------------|
| | | *Total | Available | | *Total | Available | AVAILABLE |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET |
| CONSTRUCTION SUBTOTAL: | 46,339,983 | 37,418,653 | 8,921,330 | 5,203,608 | 2,221,277 | 2,982,331 | 11,903,661 |
| PROJECT DESIGN SUBTOTAL: | 3,840,326 | 3,887,866 | (47,540) | 135,022 | 47,482 | 87,540 | 40,000 |
| CONSTRUCTION SERVICES SUBTOTAL: | 5,519,357 | 5,192,547 | 326,810 | 35,967 | 149,947 | (113,980) | 212,830 |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 1,109,532 | 964,684 | 144,848 | | | | 144,848 |
| BOND FEE SUBTOTAL: | 426,770 | 426,770 | 0 | | | | 0 |
| CONTINGENCY SUBTOTAL: | 588,205 | 500,000 | 88,205 | | | | 88,205 |
| CLOSED PROJECTS | 10,571,118 | 10,571,118 | 0 | 314,890 | 314,890 | 0 | (0) |
| RIVERFRONT PARK GRAND TOTAL: | 68,395,290 | 58,961,637 | 9,433,653 | 5,689,488 | 2,733,596 | 2,955,892 | 12,389,544 |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - SOUTH BANK CENTRAL LOOFF CARROUSEL 49572

Report in whole dollars

| | В | OND FUNDIN | G | NON | TOTAL | | |
|-----------------------------------|------------|------------|-----------|---------|-----------|-----------|-----------|
| | | *Total | Available | | *Total | Available | AVAILABLE |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET |
| CONSTRUCTION SUBTOTAL: | 10,187,026 | 10,187,026 | 0 | 344,715 | 344,715 | | 0 |
| PROJECT DESIGN SUBTOTAL: | 993,244 | 993,243 | 0 | | | | 0 |
| CONSTRUCTION SERVICES SUBTOTAL: | 456,317 | 456,317 | (0) | 7,567 | 7,567 | | (0) |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 108,029 | 108,029 | (0) | | | | (0) |
| RFP SBC CARROUSEL GRAND TOTAL: | 11,744,616 | 11,744,615 | 0 | 352,283 | 352,283 | - | 0 |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROMENADE and WEST HAVERMALE 49574

Report in whole dollars

| | BOND FUNDING | | | NON | TOTAL | | |
|-----------------------------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | *Total | Available | | *Total | Available | AVAILABLE |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET |
| CONSTRUCTION SUBTOTAL: | 6,748,214 | 5,272,138 | 1,476,076 | 2,344,905 | 1,637,231 | 707,674 | 2,183,750 |
| PROJECT DESIGN SUBTOTAL: | 607,376 | 674,915 | (67,540) | 110,040 | 22,500 | 87,540 | 20,000 |
| CONSTRUCTION SERVICES SUBTOTAL: | 490,993 | 256,615 | 234,378 | 19,000 | 132,980 | (113,980) | 120,398 |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 460,691 | 435,691 | 25,000 | | | | 25,000 |
| RFP PROMENADE GRAND TOTAL: | 8,307,273 | 6,639,358 | 1,667,915 | 2,473,945 | 1,792,711 | 681,234 | 2,349,149 |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PAVILION 49575

Report in whole dollars

| | BOND FUNDING | | | NON | TOTAL | | |
|-----------------------------------|--------------|------------|-----------|---------|-----------|-----------|-----------|
| | | *Total | Available | | *Total | Available | AVAILABLE |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET |
| CONSTRUCTION SUBTOTAL: | 20,746,703 | 20,726,703 | 20,000 | 183,324 | 183,324 | | 20,000 |
| PROJECT DESIGN SUBTOTAL: | 45,074 | 45,074 | (0) | | | | (0) |
| CONSTRUCTION SERVICES SUBTOTAL: | 1,472,896 | 1,482,495 | (9,599) | 9,400 | 9,400 | | (9,599) |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 121,399 | 121,399 | 0 | | | | 0 |
| RFP PAVILION GRAND TOTAL: | 22,386,073 | 22,375,671 | 10,401 | 192,724 | 192,724 | - | 10,401 |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - NORTHBANK 49577

Report in whole dollars

| | BOND FUNDING | | | NON | TOTAL | | |
|-----------------------------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | *Total | Available | | *Total | Available | AVAILABLE |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET |
| CONSTRUCTION SUBTOTAL: | 8,462,313 | 1,037,060 | 7,425,253 | 2,330,664 | 56,007 | 2,274,657 | 9,699,911 |
| PROJECT DESIGN SUBTOTAL: | 1,047,847 | 1,027,847 | 20,000 | | | | 20,000 |
| CONSTRUCTION SERVICES SUBTOTAL: | 237,579 | 135,548 | 102,031 | | | | 102,031 |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 145,657 | 25,809 | 119,848 | | | | 119,848 |
| RFP NORTHBANK GRAND TOTAL: | 9,893,396 | 2,226,265 | 7,667,132 | 2,330,664 | 56,007 | 2,274,657 | 9,941,789 |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

RFP - PROGRAM LEVEL 49579

Report in whole dollars

| 73013 | Report in whole do | | | | | | | | |
|-----------------------------------|--------------------|------------|-----------|--------|-----------|-----------|-----------|--|--|
| | В | OND FUNDIN | G | NON | TOTAL | | | | |
| | | *Total | Available | | *Total | Available | AVAILABLE | | |
| PROJECT BUDGET | Budget | Committed | Budget | Budget | Committed | Budget | BUDGET | | |
| CONSTRUCTION SUBTOTAL: | 195,727 | 195,726 | 0 | | | | 0 | | |
| PROJECT DESIGN SUBTOTAL: | 1,146,787 | 1,146,787 | (0) | 24,982 | 24,982 | | (0) | | |
| CONSTRUCTION SERVICES SUBTOTAL: | 2,861,572 | 2,861,572 | (0) | | | | (0) | | |
| OTHER CAPITALIZED COSTS SUBTOTAL: | 273,755 | 273,755 | | | | | | | |
| BOND FEE SUBTOTAL: | 426,770 | 426,770 | 0 | | | | 0 | | |
| CONTINGENCY SUBTOTAL: | 588,205 | 500,000 | 88,205 | | | | 88,205 | | |
| RFP PROGRAM LEVEL GRAND TOTAL: | 5,492,815 | 5,404,610 | 88,205 | 24,982 | 24,982 | - | 88,205 | | |

^{*} Total Committed = Expenses, Encumbrances, and Encumbrances in Process

12/18/2019 1



| Committee | | | | | |
|---|--|----------------------------------|---|-----------------------|--------------------------|
| Committee meeting date | | | | | |
| Requester | Berry Ellison | | Phone nur | nber : 509-625 | -6276 |
| Type of agenda item | Consent | Discussion | O Information | | Action |
| Type of contract/agreement | New | Renewal/extension | O Amendment/ | change order | Other |
| City Clerks file (OPR or policy #) | | | | | |
| Item title: (Use exact language noted on the agenda) | LaRiviere Inc. (inclusive) | construction contract | North bank playgro | ound (\$9,260,9 | 89, tax |
| Begin/end dates | Begins: 12/20/ | 2019 End | s: 04/30/2021 | | pen ended |
| Background/history: In response to our request for bid, LaRivi construction project. Project Improvements include: Base Bid: General Site Improvements; Alternate 1&7: M&O Facility; Alternate 4: Wheels Park; Alternate 6a&6b: Basketball Court; and Administrative Reserve (10% of Contract Motion wording: Move to approve north bank construction \$808,731 for a total contract amount of \$100. | or's Bid). contract with La 9,260,989, tax in | Riviere Inc. for \$8,45 clusive. | | | |
| If so, who/what department, agency or co | | | | | |
| Name: Matt James | Email addres | s: mattj@lariviere.co | | Phone: 208-68: | 3-2646 |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | | | okanecity.org okanecity.org | | |
| Fiscal impact: Expenditure | Revenue | | | | |
| Amount: \$6,182,912 (Redevelopment Bond) | | Budget code: 3346 49577 94000 | 56301 48118 | | |
| \$808,731 (Redevelopment Bond Reserve |) | 3346 49577 94000 | 56301 48118 | | |
| \$2,269,346 (Non-Bond) | | TBD - Varies | | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 602-764-461 Business license exp | | W-9 (for ne | w contractors/consu (for new contractors | s/consultants/ve | |

Updated: 10/21/2019 3:23 PM

| RFP North Bank Playground | | | | | | | | | | | | |
|--|---------------------|---------------------------|-------------|-------------|--------------|------------------|--------------|------------------|--------------|-------------|---------|--|
| ,, | • | General Contractors | | | | | | | | | | |
| Bid Price | Garco | TL | L&K | | | | | | | | | |
| Base Bid | \$5,675,000 | \$5,756,302 | \$5,768,000 | | | | | | | | | |
| Trenching System | \$1,000 | \$12,000 | \$1 | | | | | | | | | |
| Sales Tax (8.9%) | \$505,164 | \$513,379 | \$513,352 | | | | | | | | | |
| Subtotal with Tax: | \$6,181,164 | \$6,281,681 | \$6,281,353 | | | | | | | | | |
| | | | | | Alternate | not reccon | nended at ti | nis time | | | | |
| ALTERNATE ITEMS (Tax not included | d) | | | | | | | | | | | |
| ALTERNATE 1: Operations and Main | , | | | | | | | | | | | |
| · | \$1,644,000 | \$1,370,352 | \$1,363,000 | | | | | | | | | |
| ALTERNATE 2: Operations and Mair | ntenance Building (| Full Build Out - 2nd Floo | or Office) | ALTERNAT | E 2: Opera | tions and M | aintenance | Building (Fu | ll Build Out | - 2nd Floor | Office) | |
| | | | | | \$161,000 | _ | \$161,099 | _ | \$139,000 | - | | |
| ALTERNATE 3: Operations and Mair | ntenance Building o | cover Parking Structure | | ALTERNAT | E 3: Opera | _ tions and M | aintenance | - Building co | er Parking S | Structure | | |
| | | | | | \$77,000 | | \$76,782 | _ | \$61,000 | _ | | |
| ALTERNATE 4: Expanded Skate Park | < | | | | | | | | | - | | |
| | \$242,000 | \$201,876 | \$263,000 | | | | | | | | | |
| ALTERNATE 5: Additional Entry Sculpture and Sign | | | ALTERNAT | E 5: Additi | onal Entry S | culpture and | Sign | | _ | | | |
| | | | | | \$40,000 | _ | \$56,919 | _ | \$55,000 | _ | | |
| ALTERNATE 6A: Standard Concrete | Basketball Court | | | | , | | | | | , | , | |
| | \$345,000 | \$317,917 | \$322,000 | | | | | | | | | |
| ALTERNATE 6B: Post Tension Concr | | - | | | | | | | | | | |
| | \$28,000 | \$17,206 | \$47,000 | | | | | | | | | |
| ALTERNATE 7: Building Masonry & | | · | | | | | | | | | | |
| | \$85,000 | \$85,833 | \$66,000 | | | | | | | | | |
| | | | | | | | | | | | | |
| | \$2,344,000 | \$1,993,184 | \$2,061,000 | | | | | | | | | |
| tax | \$208,616 | \$177,393 | \$183,429 | | | | | | | | | |
| | \$2,552,616 | \$2,170,577 | \$2,244,429 | | | | | | | | | |
| Options w/ Base Total: | \$8,733,780 | \$8,452,258 | \$8,525,782 | | | | | | | | | |
| | 40.555.55 | 47 | 47.002.22 | | | | | | | | | |
| Base + Alts (No Tax) - Parks funded | | \$7,426,363 | \$7,829,001 | | | | - | | | | | |
| Contingency 10% | \$802,000 | \$742,636 | \$782,900 | | | | - | | | | | |
| Tax | \$71,378 | \$66,095 | \$69,678 | | | | - | | | | | |
| Contingency 10% W/Tax | \$873,378 | \$808,731 | \$852,578 | | | | | | | | | |
| Mish Cantingan | 60 607 450 | ¢0.252.002 | ćo 270 000 | | | | | | | | | |
| With Contingency | \$9,607,158 | \$9,260,989 | \$9,378,360 | | 1 | | | | | | | |



| Committee | | | | | | | |
|---|-------------------------|----------------------------------|---|--------------------------|--|--|--|
| Committee meeting date | | | | | | | |
| Requester | Berry Ellison | | Phone number: 50 | 9-625 - 6276 | | | |
| Type of agenda item | Consent | O Discussion | Information | Action | | | |
| Type of contract/agreement | New | Renewal/extension | O Amendment/change of | order Other | | | |
| City Clerks file (OPR or policy #) | | | | | | | |
| Item title: (Use exact language noted on the agenda) | Bacon Concretinclusive) | e construction contra | ct/West Havermale (\$2,120 | ,713, tax | | | |
| Begin/end dates | Begins: 12/20/ | 2019 End | s: 12/31/2020 | Open ended | | | |
| Background/history: In response to our request for bids Bacon Concrete is the reasonable responsive low bidder for the Riverfront Park West Havermale construction project. Project Improvements include: Base Bid: General Site Improvements; Alternate 1: All-Inclusive Playground; Alternate 2: Installation of Prefabricated Restroom Building; Alternate 3: Stepwell Site Improvements; and Administrative Reserve (10% of contractor's bid, for bond improvements only). Motion wording: Move to approve West Havermale construction contract with Bacon Concrete for \$1,975,936, plus administrative reserve of \$144,777, for a total contract amount of \$2,120,713, tax inclusive. Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Bacon Concrete | | | | | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | | | okanecity.org okanecity.org | | | | |
| Fiscal impact: Expenditure | Revenue | | | | | | |
| Amount: \$1,447,771 (Redevelopment Bond) | _ | Budget code: 3346 49574 94000 | 56501 48117 | | | | |
| \$144,777 (Redevelopment Bond Reserve | •) | 3346 49574 94000 | 56501 48117 | | | | |
| \$528,165 (SIP Loan) | | 5901 TBD | | | | | |
| Vendor: | New vend | or | | | | | |
| Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 601-398-658 Business license exp | | ACH Forms | w contractors/consultants/ve (for new contractors/consulta certificate (min. \$1 million in G | ints/vendors | | | |

Updated: 10/21/2019 3:23 PM

| | | General Contractors | | | | | |
|-------------------------------|----------------|---------------------|-----------------------|--|--|--|--|
| | Bacon | LaRiviere | Leone & Keeble | | | | |
| Base bid | \$1,198,950.00 | \$1,869,650.00 | \$1,669,603.95 | | | | |
| Trenching | \$100.00 | \$2,500.00 | \$1.00 | | | | |
| Alt 1 - playground | \$460,000.00 | \$429,988.00 | \$385,500.00 | | | | |
| Alt 2 - restroom | \$25,000.00 | \$24,831.00 | \$20,800.00 | | | | |
| Alt 3 - Stepwell site | \$130,400.00 | \$50,879.00 | \$52,500.00 | | | | |
| <u>Subtotal</u> | \$1,814,450.00 | \$2,377,848.00 | \$2,128,404.95 | | | | |
| | | | | | | | |
| Tax | \$161,486.05 | \$211,628.47 | \$189,428.04 | | | | |
| Total | \$1,975,936.05 | \$2,589,476.47 | \$2,317,832.99 | | | | |
| | | | | | | | |
| 10% Admin reserve on base bid | \$144,777.00 | | | | | | |
| | | | | | | | |
| | \$2,120,713.00 | | | | | | |



| Committee | | | | | | | |
|---|----------------------------|--|--|--------------------------|--|--|--|
| Committee meeting date | | | | | | | |
| Requester | Berry Ellison | | Phone number: 509-625 | 5-6276 | | | |
| Type of agenda item | Consent (| Discussion | Information | Action | | | |
| Type of contract/agreement | New | newal/extension | Amendment/change order | Other | | | |
| City Clerks file (OPR or policy #) | | | | | | | |
| Item title: (Use exact language noted on the agenda) | | Group/West Haverr ht and tax inclusiv | male playground equipment purc e) | hase | | | |
| Begin/end dates | Begins: 12/20/20 | 19 End | s: 10/30/2020 | Open ended | | | |
| Background/history: Purchase play equipment for West Havermale playground. Motion wording: Move to approve the Goric Marketing Group playground equipment purchase for the West Havermale playground in the amount of \$50,524.16, freight and tax inclusive | | | | | | | |
| Approvals/signatures outside Parks: If so, who/what department, agency or or | Ompany: | ● No | | | | | |
| Name: | Email address: | | Phone: | | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | × | JLbrown@sp | okanecity.org | | | | |
| Fiscal impact: Expenditure | Revenue | _ | | | | | |
| Amount: 50,524.16 | | udget code: 5901 TBD | | | | | |
| Vendor: | New vendor ity of Spokane | | ew contractors/consultants/vendors (for new contractors/consultants/v | endors | | | |



| Q | UOTE #: | | | |
|-------------|---------------|--|-------------|---|
| DESCR | IPTION: | Play equipment for West Havermale | | |
| DEPARTMENT: | | Parks | | |
| DU | E DATE: | , no later than12:00 PM noon | | |
| The purpo | se of this Re | equest for Quote is to invite quotes to supply The City of SpokaneP. | arks De | epartment with |
| ITEM# | EST QTY | DESCRIPTION | UNIT PRICE | TOTAL |
| 1 | 1 | "Dish" Goric Marketing Group, or equal | \$19,325.00 | \$19,325.00 |
| 2 | 1 | "Rain maker" Goric Marketing Group, or equal | \$4,990.00 | \$4,990.00 |
| 3 | 1 | "Stone Abacus" Goric Marketing Group, or equal | \$4,610.00 | \$4,610.00 |
| 4 | 3 | "The Grass" Goric Marketing Group, or equal | \$4,070.00 | \$12,210.00 |
| 5 | | | | , |
| 6 | | | | |
| 7 | | | | |
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| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| | | Subtotal | | \$41,135.00 |
| | 7 | Sales Tax – 8.9% | | \$4,129.16 |
| | Ì | Freight/Shipping Charge | | \$5,260.00 |

Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Attachments: The following attachments are made a part of this Request for Quote:

Goric Note: Sales tax subject to change. Final sales tax due is based on final delivery address and sales tax rate at the time of delivery. Equipment and freight are subject to sales tax.

GRAND TOTAL

\$50,524.16



| Any questions concerning this Request For Quote should be directed Jo-Lynn Brown Depa | to: JLBrown@spokanecity.org rtment at |
|--|--|
| Deliver to: City Hall , 1st Floor, My Spokane Desk, 808 W. Spokane | Falls Blvd., Spokane, WA 99201 |
| Payment: Supplier will accept credit card (☐ YES) (☒ NO). If YES, st. N/A | ate any additional charge or discount for credit card payments |
| Payment Terms: Unless agreeing to payment by credit card with no a (except as provided by state law) after receipt of the goods/services order will be issued. If the City objects to all or any portion of an involved that portion of the invoice not in dispute. In that event, all parties shall | ordered. A completed ACH application is required before a City pice, it shall notify the supplier and reserve the right to pay only |
| SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ACONDITIONS AND REQUIREMENTS OF THIS QUOTE. | ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE |
| BIDDER INFORMATION | |
| Company Name:Goric Marketing Group USA, Inc. | |
| Laura Guscott | CEO |
| ANATH | |
| Please indicate person to be contacted by the City concerning items(| s) quoted: |
| Ryan Tompkins | 253-225-1769 hone: |
| BUSINESS REGISTRATION REQUIREMENT Section 8.01.070 of the Spokane Municipal Code states that no perso obtained a valid annual business registration. The Bidder shall be res License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain required to obtain a business registration, it may contact the City's Texas exemption status determination. | ponsible for contacting the State of Washington Business na business registration. If the Bidder does not believe it is |
| CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 604072418 | |
| ADDITIONAL ITEMS The City of Spokane reserves the right to purchase additional items at terms and conditions. | at the quoted price. Supplier agrees to sell at the same price, |
| (\boxtimes YES) (\square NO) If yes, prices are good until further notice | Prices valid until 12/31/2019. Freight based on quantity and type of equipment |



ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

| NAME | ADDRESS | ZIP |
|------------|---------------------|-------|
| Linie M | Altenstadt, Germany | 63674 |
| Rathschlag | Loehnberg, Germany | 35792 |
| | | |
| | | |
| | | |
| | | |

MINORITY BUSINESS ENTERPRISE

Supplier (☐ IS) (☐ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Supplier (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

INSTRUCTIONS AND SPECIFICATIONS

GENERAL INSTRUCTIONS

- The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.
- 4. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.
- 5. The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.
- 6. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
- Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.
- 8. Signature on this Quote by the Bidder will confirm receipt and understanding of all instructions, terms, and conditions.

| SPECIAL INSTRUCTIO | NS | | |
|---------------------|-------|--|--|
| The City of Spokane | Parks | Department invite quotes for the supply of | |
| Play equip | ment | | |

- 1. If the product differs from the provisions contained herein, these differences must be explained in detail.
- 2. Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
- 3. The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
- 4. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.
- 5. The Supplier must be able to service any items purchased by the City of Spokane. The Supplier, therefore, must:
 - Be an authorized factory dealer for the area including the City of Spokane; or
 - Submit a 100% Performance Bond for the life of the equipment; or
 - Provide satisfactory proof by the manufacturer that service will be guaranteed.
- 6. Federal and State laws governing this product and its final certification must be satisfied.
- 7. It shall be the Supplier's responsibility to conform to all Federal Standards for certification.
- 8. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.
- 9. Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.
- 10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyis (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

| | Yes | No | Don't Know |
|---|-----|----|---------------|
| As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | | | X |
| If so were PCBs found at a measureable level? | | | |
| As far as you know has this actual product been tested for PCBs by a WA State accredited lab | | | X |
| using EPA Method 1668 (or equivalent as updated)? | | | |
| If so attach the results or note from whom the results can be obtained. | | | |
| Do you have reason to believe the product contains measureable levels of PCBs? | | X | |
| Do you have reason to believe the product packaging contains measureable levels of PCBs? | | 又 | |

| I ACKNOWLEDGE RECEIPT | OF AND COMPLIANCE | WITH THE ABOVE | GENERAL AND | SPECIAL | INSTRUCTIONS |
|-----------------------|-------------------|----------------|--------------------|---------|--------------|
| | | | | | |

| | 1.07 | |
|-----------|------|--|
| Initials: | | |

QUOTE SUBMISSION AND EVALUATION

A. PREPARATION OF QUOTES

All Quotes shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Quote. IF THE QUOTES CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

ENVELOPE PREPARATION OF QUOTES SUBMITTED BY HAND OR MAIL В. Place one copy of the Quote in a sealed envelope. On the front of the envelope, place the following information: "QUOTE - IMPORTANT" "DESCRIPTION: ___ __, _____ AT _____ "YOUR COMPANY NAME" If you do not put the above information on your envelope, it could be opened early or late and damage your chance to respond. Spokane City Hall is a secured building so if you are hand delivering your quote, please make sure you allow enough time to get through security. 4. **EMAILING QUOTES** Jo-Lynn Brown Email one copy to City of Spokane ____ responsibility of the Bidder to be sure the email is received. If you do not receive an email confirmation sent directly by Jo-Lynn Brown ____, it is recommended that you call the contact name listed in Quote to confirm receipt. A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt. The Purchaser is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent

5. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify the contact person listed above in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.

sufficiently ahead of time to be received no later than <u>12:00 PM</u> on the due date.

6. WITHDRAWAL OF QUOTES

Bidders may make written request to the contact person listed above for withdrawal of a sealed Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of sixty (60) calendar days after the due date.



7. EVALUATION OF QUOTES

Evaluation of Quotes shall be based upon the following criteria, where applicable:

- The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.
- The quality of the items quoted, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- · The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- · The quality of performance of previous contracts or services.
- · The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- · Uniformity or interchangeability.
- · The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

8. QUOTING ERRORS

When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.

9. REJECTION OF QUOTES

The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.

10. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.



| Committee | Land Committe | ее | | | |
|---|-------------------|--------------------------|------------------------------|--------------------------|--|
| Committee meeting date | Dec. 4, 2019 | | | | |
| Requester | Nick Hamad | | | | |
| Requester phone number | 509.363.5452 | | | | |
| Type of agenda item | Consent | ODiscussion | O Information | Action | |
| Type of contract | New | Renewal/extension (| Amendment/change of | order OOther | |
| City Clerks file (OPR or policy #) | | | | | |
| Item title: (Use exact language on the agenda) | AM Landshaper | irrigation renovation co | ntract/Manito Park (\$601,85 | 8.72, tax inclusive) | |
| Begin/end dates | Begins: Dec. 4 | , 2019 Ends: | August 1, 2020 | Open ended | |
| Impact if not approved at this time | Potential loss of | of funding | | | |
| Background/history: Contract with the apparent low bidder, AM Landshaper Inc., to construct the Manito Park irrigation renovation project in the amount of \$601,858.72, including all applicable taxes. This project constructs the first phase of a new high efficiency automated irrigation system within Manito Park, replacing the antiquated irrigation along Grand Boulevard from 17th to 21st avenues (approximately 4 acres in area). In addition to irrigation upgrades, the project also converts approximately 2 acres of poorly performing turfgrass to new shrub beds, wildflower seed mixes and ornamental dry land grasses with new gravel pathways for circulation. The project is designed to reduce water consumption within this area of the park by 30%. | | | | | |
| Recommendation/motion wording: To approve the Manito Park irrigation renovation contract with AM Landshaper in the amount of \$601,858.72, tax inclusive. | | | | | |
| Approvals/signatures outside Parks: | Yes | O No | | | |
| If so, who/what department, agency or compa Name: AM Landshaper Inc. | | ye@amlandshaper.c | omPhone: <u>50</u> 9 | 9.468.4335 | |
| Distribution: | | Thea Prince | | | |
| Parks – Accounting | | Cadie Olson | | | |
| Parks – Pamela Clarke | | Dan Kegley | 1 | | |
| Requester: Nick Hamad | | | | | |
| Grant Management Department/Name | | | | | |
| Fiscal impact: Expenditure | Revenue | | | | |
| Amount: | Budget code: | | | | |
| \$601,858.72 | Water Depart | ment budget code | | | |
| | | | | | |
| Vendor: | | | | | |
| Supporting documents: | | | | | |
| ✓ Quotes/solicitation (RFP, RFQ, RFB) ✓ W-9 (for new contractors/consultants/vendors | | | | | |
| Contractor is on the City's A&E Roster - City of Spokane ABUSINESS license expiration date: 601-701-273; exp; 3/31/2020 Insurance Certificate (min. \$1 million in General Li | | | | | |

Updated: 8/29/2019 2:53 PM

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400

INVITATION TO BID

City of Spokane, Washington

| BID NUMBER: | PW ITB #5186-19 | |
|--------------|---|--|
| DESCRIPTION: | MANITO PARK IRRIGATION RENOVATION | |
| DUE DATE: | Monday, November 25, 2019 No later than 1:00 p.m. | |
| | BID SUBMITTED BY: | |
| | MAILING ADDRESS | |

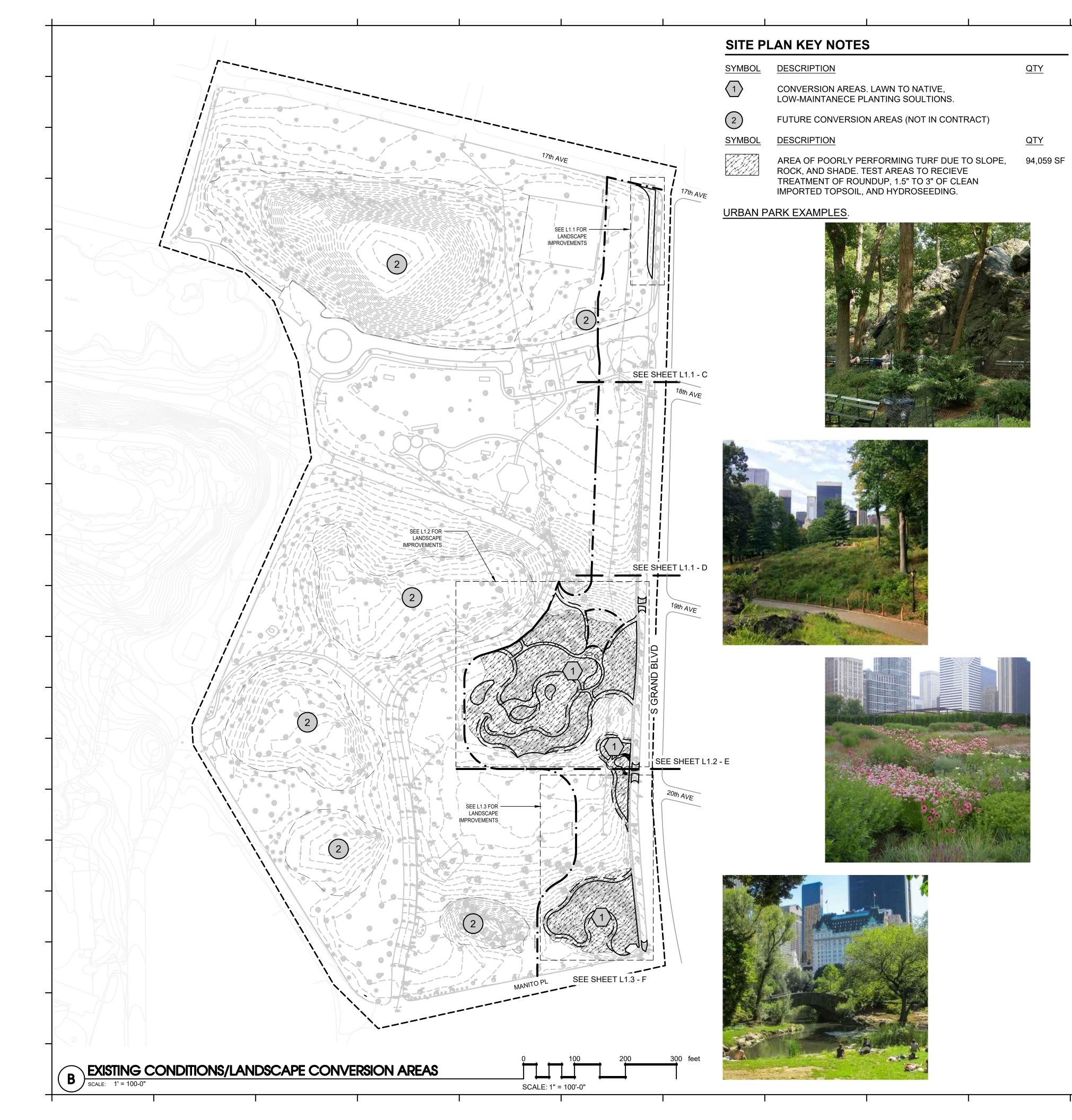
PHYSICAL ADDRESS_____

PHONE NUMBER_____

E-MAIL ADDRESS_____

THEA PRINCE Purchasing





DESIGN NARRATIVE:

IN ADDITION TO WATER CONSERVING MEASURES WHICH ARE THE RESULT OF SIGNIFICANT AUTOMATIC IRRIGATION DESIGN MODIFICAITONS HEREIN, THE PARKS DEPARTMENT HAS IDENTIFED SEVERAL AREAS WITHIN MANITO PARK THAT REQUIRE ADDITIONAL RESOURCES TO MAINTAIN. THE ADDITIONAL RESOURCES INCLUDE BUT NOT LIMITED TO: WATER, MOWING, SOIL & DEBRIS MANAGEMENT, AND TRIPPING HAZARDS. MANY OF THESE AREAS ALSO PRESENT ADDITIONAL CHALLGENS FOR TURF CROP MANAGEMENT RESULTING IN MOISTURE COMPETITION FROM MATURE TREES. THE MATURE TREE CANOPY ALSO PROVIDES FILTERED LIGHT TO MANY OF THE TURF AREAS THAT RESULT IN A LESS THAN SATISFACTORY TURF CROP.

THE CITY HAS IDENTIFED TWO SMALL TEST AREAS TO CONVERT TO TURF ALTERATNIVES. THE WORK IN THESE **AREAS WILL:**

- 1. REDUCE OVERALL TURF CROP COVERAGE
- 2. INTRODUCE NEW DEDICATED WALKWAYS FOR PARK USERS TO ACCESS VIEW POINTS AND ENHANCED SEATING AREAS AT SELECT LOCATIONS.
- 3. INTRODUCE PRAIRIE STYLE GRASS WHICH IS MORE DROUGHT TOLERANT AND REQUIRES A SIGNIFICANTLY REDUCED AMOUNT OF WATER AND MOWING.
- 4. INTRODUCE INDIGENOUS WILDFLOWER AND FORBES FOR SEASONAL INTREST IN SELECT TEST PLOT LOCATIONS. 5. IMPROVE THE "SLEDDING HILL" AREA IN EFFORTS TO PREVENT HIGH-TRAFFIC DAMAGE OCCURING FROM
- 6. CONVERT DRAINAGE AREAS TO A "DRY STREAM" ALTERANTIVE THAT IS ENHANCED WITH SIGNIFICANT **BOULDERS AND PERENNIAL GRASSES.**

SLEDDING IN THE LATE WINTER / EARLY SPRING.





rom PLACE landscape architecture. Further PLACE shall have no liability to any use of this information without prior written consent.

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

09/19/2019

DRAWN BY:

CHECKED BY: PROJECT NO:

REVISION

COS#

SHEET <u>02</u> OF <u>10</u>









for other than the specific purpose intended ANI from PLACE landscape architecture. Further

PLACE shall have no liability to any use of this information without prior written consent.

<u></u>

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

09/19/2019 DRAWN BY:

JD/SM CHECKED BY:

RRIG

PROJECT NO: COS#

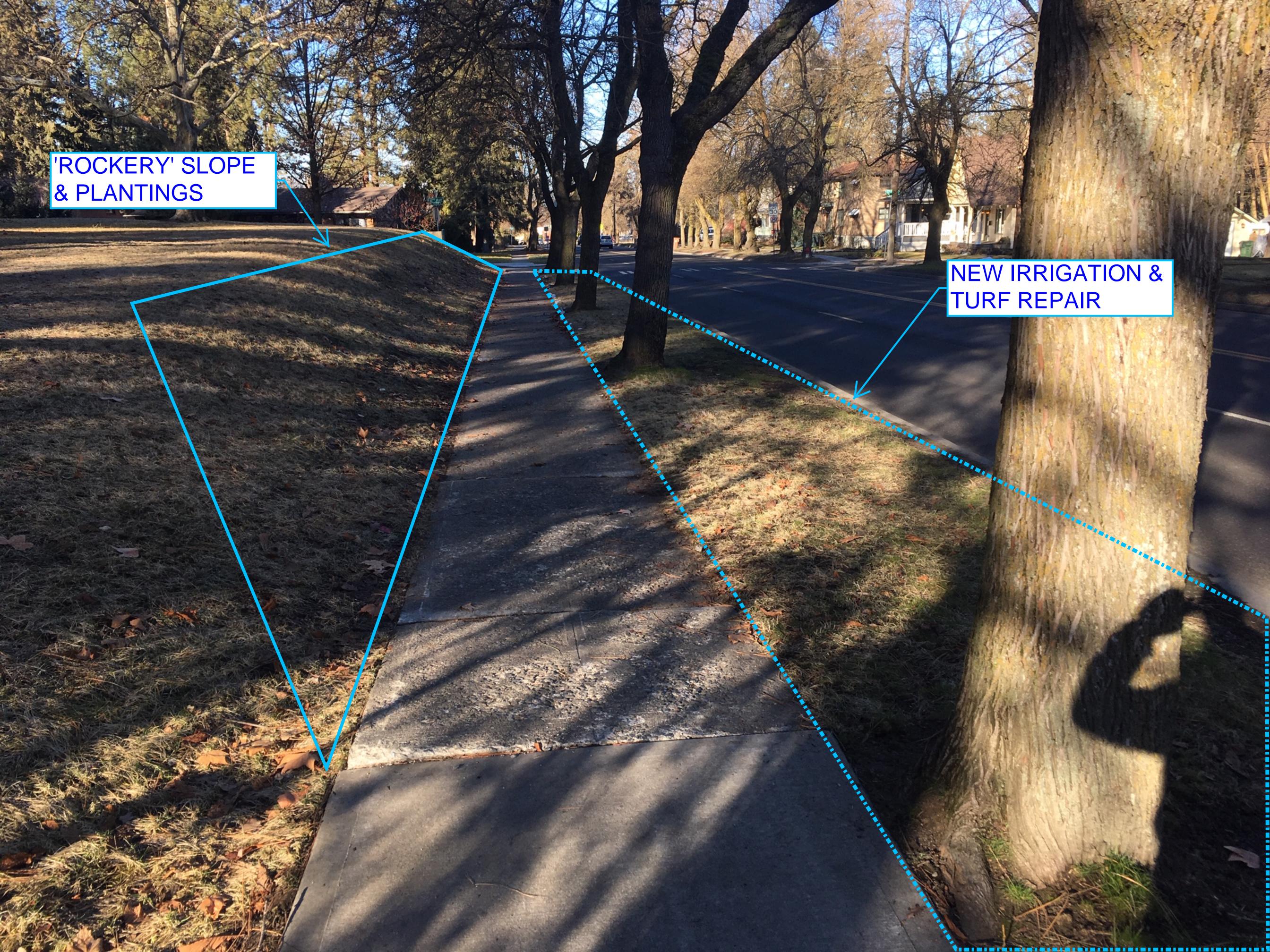
REVISION

SHEET <u>04</u> OF <u>10</u>

95% PROGRESS SET















| PW 5186-19 MANITO PARK IRRIGATION RENOVATION PROJECT | | | | | | |
|---|---|--------|-----|----------|---------------------|----------------------------------|
| Reference Number | Description | Туре | UOM | Quantity | AM Landshaper, Inc. | Clearwater Summit Group, Inc. |
| #1 | BASE BID ITEM 1 - IRRIGATION | Base | ea | 1 | \$311,782.00 | \$285,000.00 |
| #2 | BASE BID ITEM 2 - LANDSCAPE | Base | ea | 1 | \$240,389.00 | \$313,635.00 |
| #3 | TRENCHING SYSTEM | Base | ea | 1 | \$500.00 | \$1.00 |
| #4 | SALES TAX 8.9% | Base | ea | 1 | \$49,187.72 | \$53,278.60 |
| | TOTAL BASE BID + SALES TAX | | | | \$601,858.72 | \$651,914.60 |
| #5 | ALTERNATE #1: ROCK EXCAVATION (per cubic yard, no tax included) | Option | су | 1 | \$465.00 | \$250.00 |
| #6 | ALTERNATE #2: OMIT PATHWAY EDGING (lump sum, no tax included) | Option | ea | 1 | (\$7,718.00) | (\$3,000.00) |
| #7 | SALES TAX 8.9% | Option | ea | 1 | (\$645.52) | (\$244.75) |
| | TOTAL ALTERNATES + SALES TAX | | | | (\$7,898.52) | (\$2,994.75) |

Spokane Park Board Briefing Paper



| Committee | Land | | | | | | |
|--|--|--|--|--|--|--|--|
| Committee meeting date | Dec. 4, 2019 | | | | | | |
| Requester | Al Vorderbrueggen Phone number: 363-5464 | | | | | | |
| Type of agenda item | O Consent O Discussion O Information • Action | | | | | | |
| Type of contract/agreement | New O Renewal/extension O Amendment/change order O Other | | | | | | |
| City Clerks file (OPR or policy #) | | | | | | | |
| Item title: (Use exact language noted on the agenda) | Great Gorge Park concept | | | | | | |
| Begin/end dates | Begins: Dec. 20, 2019 Ends: ✓ Open ended | | | | | | |
| Background/history: The Olmsted Brothers identified the concept of the Gorge Park, a large park west of downtown along both sides of the Spokane River, in their original report to the Park Board in the early 1900s. They stated in the report, "Nothing is so firmly impressed on the mind of the visitor to Spokane, as regards to its appearance, as the great gorge into which the river falls near the centre of the city. It is a tremendous feature of the landscape and one which is rarer in a large city than river, lake, bay or mountain. Any city should prize and preserve its great landscape features" The Parks Division has developed a number of individual parks in this area along the north and south riverbanks, west of the Post Street Bridge. There has been a proposal brought forth to consider bringing all of these individual properties under the conceptual title of the Great Gorge Park. Staff would like approval to explore this concept further. | | | | | | | |
| Motion wording: Move to approve Park staff further explore the Great Gorge Park concept | | | | | | | |
| Approvals/signatures outside Parks: If so, who/what department, agency or c | | | | | | | |
| Name: | Email address: Phone: | | | | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name: | | | | | | | |
| Fiscal impact: Expenditure | ○ Revenue | | | | | | |
| Amount: Budget code: Budget neutral | | | | | | | |
| Vendor: | | | | | | | |
| Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City of Spokane UBI: Business license expiration date: W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors Insurance Certificate (min. \$1 million in General Liability) | | | | | | | |





"Nothing is so firmly impressed on the mind of the visitor to Spokane, as regards its appearance, as the great gorge into which the river falls near the centre of the city. It is a tremendous feature of the landscape and one which is rarer in a large city than river, lake, bay or mountain. Any city should prize and preserve its great landscape features, inasmuch as they give it individuality."

from Report of the Board of Park Commissioners, Spokane Washington
 by Olmsted Brothers Landscape Architects, Brookline, Mass. (1913)



"An enhanced river corridor loved and cared for by the citizens of Spokane will increase their enjoyment and its health for generations to come. An active, beautiful and accessible river corridor will fill people in Spokane with pride and reinforce a sense of place as it dramatically demonstrates Spokane: Near nature. Near perfect."

> - from *Great Spokane River Gorge Strategic Master Plan* by the Friends of the Falls, Spokane (2005)



PROPOSAL

Create a new City of Spokane Park: Great Gorge Park

WHAT

The new park would be a unique model, in that it encompasses multiple existing parks — perhaps creating a kind of park district.



WHERE

Great Gorge Park would include Spokane Parks properties downstream from Post Street Bridge to Sandifur Bridge and the confluence of the Spokane River and Latah Creek, encompassing, but not replacing, existing parks and other parcels, including:

HUNTINGTON PARK HAMBLEN CONSERVATION AREA THE CENTENNIAL TRAIL PEACEFUL VALLEY PARK BOSCH LOT (FUTURE TRAILHEAD) PEACEFUL VALLEY CONSERVATION AREA PARK LAND SOUTH OF BRIDGE AVE. INDIAN CANYON NATURAL AREA NEW CSO 26 OVERLOOK HIGH BRIDGE PARK HIGH BRIDGE DISC GOLF COURSE PROPOSED ZIPLINE KENDALL YARDS THE NEST PEOPLE'S PARK KENDALL YARDS OLMSTED PARK SPOKANIMAL DOG PARK REDBAND FIELD OVERLOOK PARK

PROPOSED GREAT GORGE LOOP

REDBAND RAFT LAUNCH



WHY

To fulfill a long-held civic ambition, since others have made similar proposals, starting with the Olmsted Brothers' call for a gorge park in 1913, followed most recently by the Friends of the Falls' plan in 2005;

To create a more cohesive identity for what is already a vast, connected parkland;

To give life to a wild twin for urban Riverfront Spokane;

To connect citizens and visitors to the Spokane River in a deeper, more accessible way;

And to finally call it what it is: A Great Gorge.



NEXT STEPS

Advance to full Park Board as an action item calling for staff to study, which could include:

ASK STAFF TO:

Map the proposed new park

Measure costs and impacts

List recreational opportunities

Contemplate the park district model

CREATE A PUBLIC PROCESS TO:

Consult with partners

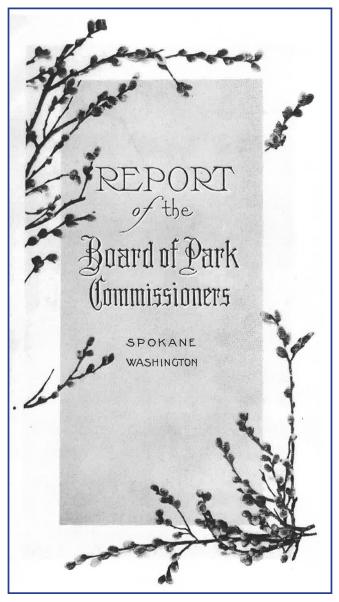
Vet the idea with citizens

Determine boundaries, connections

Gauge downside, unintended consequences

Once vetting is complete, it could come back through committee and to the full Park Board for a vote





RESOURCES

Great Spokane River Gorge Conceptual Plan map (2002)

Report of the Board of Park Commissioners, Spokane Washington (1913)

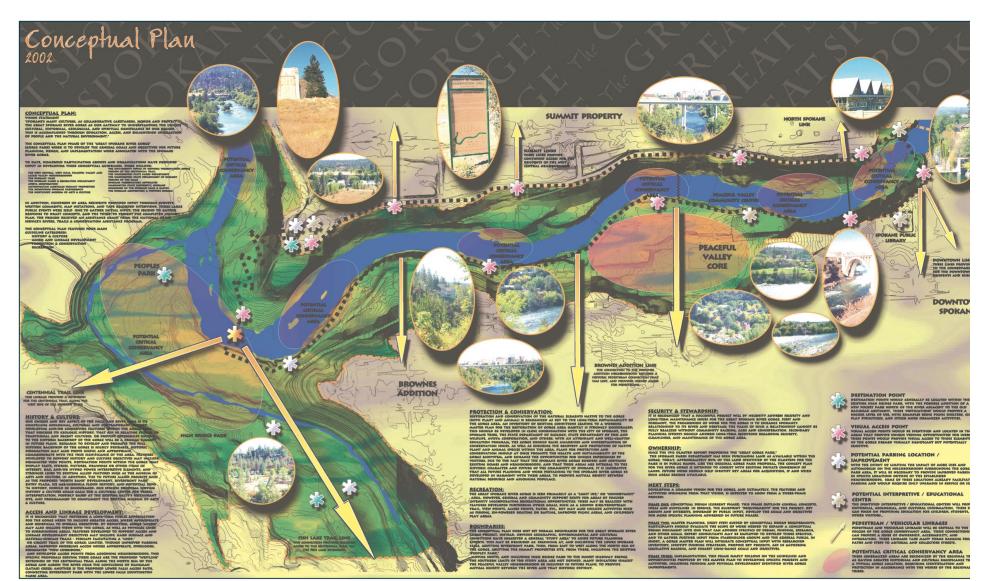
find it online at http://www.historicspokane.org/HeritageTours/olmsted/Olmstead%20Brothers%20Report.pdf

Great Spokane River Gorge Strategic Master Plan (2005)

find it online at spokaneriver.net/greatgorgeplan/mobile

PRESENTED BY

Ted McGregor Jr., Park Board member



The Great Spokane River Gorge Conceptual Plan above was produced in 2002.

SUPPORTING DOCUMENTS RELATING TO GREAT GORGE PARK CONCEPT:

Report of the Board of Park Commissioners, Spokane Washington (1913) http://www.historicspokane.org/HeritageTours/olmsted/Olmstead%20Brothers%20Report.pdf

Great Spokane River Gorge Strategic Master Plan (2005) https://spokaneriver.net/greatgorgeplan/mobile/

Spokane Park Board Briefing Paper



| Committee | Riverfront Park Committee | | | | | | |
|---|---|---|---|--------------------------|--|--|--|
| Committee meeting date | Dec. 9, 2019 | | | | | | |
| Requester | Berry Ellison | | Phone number | er: 509-625-6276 | | | |
| Type of agenda item | O Consent | ODiscussion | Information | Action | | | |
| Type of contract/agreement | New ORe | enewal/extension | O Amendment/cha | nge order O Other | | | |
| City Clerks file (OPR or policy #) | City Clerks file (OPR or policy #) New OPR; Cross ref: OPR 2018-0855 & OPR 2019-0021 | | | | | | |
| Item title: (Use exact language noted on the agenda) | Spokane Public Facilities District stormwater facilities general maintenance agreement/North bank | | | | | | |
| Begin/end dates | Begins: 12/20/20 |)19 Ends | 12/19/2049 | Open ended | | | |
| Background/history: Spokane Parks Division and the Spokane Public Facilities District will share a storm wastewater system at Riverfront Park's north bank playground site. Maintenance responsibilities, including cost sharing, are defined within the attached agreement. | | | | | | | |
| Motion wording: Motion to approve the stormwater maintenance agreement with Spokane Public Facility District for \$0. | | | | | | | |
| Approvals/signatures outside Parks: | • Yes | O No | District | | | | |
| If so, who/what department, agency or concerns the Name: Monte Koch | | e Public Facilities mkoch@spokanepf | | one: 509-279-7169 | | | |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name: | Email dudicess. | JLbrown@spo Gjones@spok mkoch@spoka | kanecity.org anecity.org | 10.000 270 7700 | | | |
| Fiscal impact: | | | | | | | |
| Amount: Budget code: \$0 | | | | | | | |
| Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp | • | W-9 (for new | v contractors/consultar for new contractors/co | nsultants/vendors | | | |

GENERAL MAINTENANCE AGREEMENT SPORTSPLEX STORMWATER FACILITIES

This Agreement is made and entered into between the Spokane Public Facilities District, hereinafter the "**PFD**," and the City of Spokane, a Washington municipal corporation, hereinafter the "**CITY**," together jointly referred to as the "**PARTIES**."

WHEREAS, the PFD is designing and constructing improvements to the Sportsplex on Cataldo Ave between Washington and Howard, hereinafter the "**PROJECT**," and

WHEREAS, the PROJECT will require stormwater improvements within the CITY's new and existing stormwater facilities and infrastructure, and

WHEREAS, the CITY agrees to fully design and construct stormwater facilities and infrastructure, to include drainage ponds, ditches, dispersion areas, catch basins and pipes hereinafter "**Drainage Facilities**," as shown on Exhibit "A," for the management of all flows to CITY stormwater facilities from the PROJECT. The design shall be in accordance with the most recent Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance Manual, CITY standards, rules, regulations, and in conjunction with CITY personnel. Construction will be included in the PROJECT, and

WHEREAS, the management of all PFD stormwater runoff shall be in accordance with all applicable CITY policies and procedures including those outlined within the Highway Runoff Manual, and

WHEREAS, the Drainage Facilities are constructed on CITY owned property, and

WHEREAS, the CITY agrees to allow the PFD's stormwater runoff to flow into and be managed within the CITY's Drainage Facilities, and

WHEREAS, the CITY agrees to grant the PFD permission and access to maintain the Drainage Facilities, and

WHEREAS, the PARTIES agree to allocate responsibility for maintenance of the Drainage Facilities, located on CITY property, and

WHEREAS, the PARTIES desire to define their responsibilities and obligations for the Drainage Facilities, as shown on Exhibit A,

NOW, THEREFORE, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. USE OF CITY DRAINAGE FACILITIES

The City does hereby permit, license and otherwise authorize the PFD to use the Drainage Facilities as shown on <u>Exhibit A</u> attached hereto for the purpose of disposing, conveying and releasing stormwater from the PROJECT.

2. DESIGN AND CONSTRUCTION RESPONSIBILITY

- 2.1 The CITY agrees to design and construct the Drainage Facilities for the PROJECT consistent with the most recent Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance Manual, and CITY standards for the replacement of those stormwater facilities to serve the PROJECT.
- 2.2 The design and construction of Drainage Facilities and infrastructure shall be performed in consultation with the PFD personnel and maintenance staff.
- 2.3 The PFD will provide timely written comments including approval or disapproval (with reasons) to the CITY within ten working (10) days of any CITY written request.

3. MAINTENANCE OBLIGATIONS

- 3.1 The CITY agrees to provide reasonable access to the Drainage Facilities and adjacent property upon request from the PFD at all times.
- 3.2 For the Drainage Facilities shown on Exhibit A marked as "PFD Responsibility Upstream of this MH" ("PFD Drainage Segment"), the PFD shall be responsible for the actual direct and related indirect costs, including but not limited to, labor, equipment, and materials associated with the maintenance of the PFD Drainage Segment which are used by the PFD and are located on CITY owned property. The remainder of the Drainage Facilities (excluding the PFD Drainage Segment) shall be maintained jointly (to include sharing costs and expenses of personnel, equipment and supplies) by the City of Spokane and the PFD from the PFD Drainage Segment downstream to the point of discharge into the intersecting conveyance facility, which is identified on Exhibit A.
- 3.3 The PFD shall maintain the PFD Drainage Segment in accordance with the current edition of the Spokane Regional Stormwater Manual, the Eastern Washington Stormwater Guidance manual and the CITY's policies and procedures.
- 3.4 For regular and routine maintenance, the PFD shall provide to the CITY's Representative, as identified in Section 6, the schedule for regular and routine maintenance at least three (3) days in advance of said work.
- 3.5 For emergency or unscheduled work the PFD will endeavor to provide CITY with as much notice as possible prior or within one (1) day following entry into City property to perform the emergency work.

- 3.6 For non-routine maintenance, the PFD shall submit written notification to the CITY's Representative, as identified in Section 6, fifteen (15) working days in advance of intended non-routine maintenance required in any of the Drainage Facilities. The notification should include a Scope of Work, associated plans and work schedule.
- 3.7 If the PFD fails to maintain the PFD Drainage Segment as provided in Section 3, the CITY shall provide to the PFD written notification of the maintenance deficiencies. Such written notice shall specify the time period by which corrective measures must be taken. If the PFD fails to comply with the notice, the CITY reserves the right to take reasonable corrective action, with its own or contracted forces, after providing written notice to the PFD of its intent to perform the work. The PFD agrees to reimburse the CITY for actual direct and related indirect costs for performance of the specified maintenance. The CITY shall provide a detailed invoice of the CITY-performed work to the PFD, and the PFD agrees to make payment within thirty (30) calendar days. In the event of a disagreement, the Parties shall follow the process per Section 11.
- 3.8 The PFD shall be responsible for any Drainage Facilities damages to include the cost and expenses to repair the same resulting from the PFD's negligence in the performance of this Agreement. Should the Drainage Facilities suffer damages due to the PFD's negligent maintenance, the PFD agrees to repair such damage at its sole cost and expense.
- 3.9 Prior to either the CITY or PFD commencing any repairs under this Agreement, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work, as applicable.

4. EMERGENCY MAINTENANCE

- 4.1 In the event a physical hazardous condition arises associated with the repair or maintenance responsibilities described in Section 3 that the CITY deems, in its reasonable discretion, may endanger pedestrians or the traveling public, the CITY will immediately notify the PFD of the hazard and the PFD agrees to immediately correct said hazard at the sole expense of the PFD.
- 4.2 The CITY reserves the right to perform reasonable emergency maintenance of an identified hazard under Section 4.1, where the PFD notifies the CITY that it does not have the ability to immediately correct the identified hazard and requests the CITY perform the correction or, the PFD fails to notify the CITY within seventy two (72) hours of notification by the CITY of when the PFD will correct the hazard.
- 4.3 If the PFD notifies the CITY that it does not have the ability to immediately correct the identified physical hazard and requests the CITY to perform the correction or, the PFD fails to notify the CITY within seventy two (72) hours of notification by the CITY of when the PFD will correct the hazard, the PFD agrees to pay the actual direct and related indirect costs of the CITY's emergency maintenance or repair work in accordance with Section 11.

5. PAYMENT

- 5.1 In the event the CITY reasonably determines that it is necessary to perform any work under Sections 2 and 3 of this Agreement, the PFD agrees to reimburse the CITY for 100% of its actual direct and related indirect costs incurred in completing such reasonably necessary work in the Drainage Facilities. The CITY shall provide a detailed invoice to the PFD for CITY work performed.
- 5.2 The PFD agrees to make payment to the CITY within thirty (30) calendar days after the PFD has received a detailed invoice from the CITY.

6. AGREEMENT REPRESENTATIVES

6.1 The Parties have designated the following Representatives for all communications under this Agreement.

Public Facilities District Director of Facilities & Operations Attn: Monte Koch 720 West Mallon Avenue Spokane, WA 99201 509 279-7169

City Contact for Emergency Repair and Maintenance: Primary – for Stormwater – 509-625-7900 Secondary for afterhours – 509-625-7800 Wastewater Management 909 East Sprague Avenue Spokane, WA 99202 509-625-7900

The PARTIES, from time to time, may designate new or alternative contact information in writing.

7. RIGHT OF ENTRY

7.1 The CITY hereby grants to the PFD and its authorized agents, contractors, subcontractors, and employees a right of entry upon CITY-owned property for the purpose of performing the Drainage Facilities maintenance under this Agreement.

8. TERM OF AGREEMENT

8.1 This Agreement shall become effective upon execution by the PARTIES and shall remain in effect unless otherwise terminated pursuant to Section 9. The PARTIES can agree to extend this Agreement by mutual written consent.

9. TERMINATION

- 9.1 This Agreement may be terminated by mutual written consent of the PARTIES, which shall not be unreasonably withheld.
- 9.2 In the event this Agreement is terminated by either PARTY, the PFD shall be solely responsible for management of the PFD runoff within the PROJECT area. The PFD shall be responsible for all such PFD runoff management costs.
- 9.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the CITY and the PFD prior to termination.

10. AMENDMENTS

10.1 This Agreement may be amended or modified by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the PARTIES.

11. INDEMNIFICATION

- Each of the PARTIES will protect, save, and hold harmless the other PARTY and its authorized agents and employees, from all claims, actions, costs, damages (both to persons and /or property), or expenses of any nature whatsoever by reason of the acts or omissions of the indemnifying PARTY, its successors, assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connections with any acts or activities related to this Agreement and/or maintenance of the Drainage Facilities, whether those claims, actions, costs, damages (both to persons and/or property), or expenses result from acts or activities occurring on or off the CITYowned property. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the other PARTY or its agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) CITY and its agents or employees and (b) the PFD and its successors, assigns, agents, contractors, licensees, invitees, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying PARTY or its successors, assigns, agents, contractors, licensees, invitees, or employees.
- 11.2 The PARTIES agree that their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of the PARTY's employees or agents while occupying the CITY-owned property and/or performing work of any type as required under this Agreement. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

11.3 The indemnity and waiver terms of section 10 shall survive the termination of this Agreement.

12. DISPUTES

12.1 The PARTIES shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 12.1A through 12.1D shall be a prerequisite to the filing of litigation concerning any dispute between the PARTIES:

A. the Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing the staff to support facilitating the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement. B. a PARTIES's Representative shall notify the other PARTY in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 12.1D. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute. C. in the event the Representatives cannot resolve the dispute or issue, the CITY Parks Director, and the PFD's Director of Facilities & Operations, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. in the event the PARTIES cannot resolve the dispute or issue, the CITY and the PFD shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either PARTY. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

13. VENUE AND ATTORNEYS FEES

13.1 In the event that either of the PARTIES deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the PARTIES agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington. Further, the PARTIES agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

14. WAIVER

14.1 Any forbearance by the PFD or the CITY in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy in the future.

15. WORKING DAYS

15.1 Working days for this Agreement are defined as Monday through Friday, excluding holidays.

16. RCW 39.34 REQUIRED CLAUSES

- 16.1 Purpose: The purpose of this Agreement is to define the PARTIES responsibilities for design, construction and maintenance of specified drainage areas in the PROJECT area which are interfered with by construction of the PROJECT.
- 16.2 Duration: See Section 8 of the Agreement.
- 16.3 Separate Legal Entity: It is the intent of the PARTIES that this Agreement does not create, nor seek to create, a separate legal entity.
- 16.4 Responsibilities of the PARTIES: See above provisions of the Agreement.
- 16.5 Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The PFD shall file this Agreement or place it on its web site or other electronically retrievable public source.
- 16.6 Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 16.7 Termination: See Section 9 of the Agreement.
- 16.8 Disposal of Property Upon Termination: Any property acquired during the term of this Agreement will either remain the property of the entity that was responsible for payment or as provided for in this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the PARTY's date last signed below.

| CITY OF SPOKANE | PUBLIC FACILITIES DISTRICT | | | |
|-------------------------|--------------------------------------|--|--|--|
| Garrett Jones | Stephanie Curran | | | |
| Interim Park Director | Chief Executive Officer | | | |
| Date: | Date: | | | |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: | | | |
| Assistant City Attorney | Stanley Schwartz, General Counsel | | | |
| Date: | Date: | | | |
| Attest: | | | | |
| City Clerk | | | | |
| Date: | | | | |

