



## **CITY OF SPOKANE PARK BOARD RIVERFRONT PARK COMMITTEE**

Meeting of Monday Feb. 8, 2016 - 8:05 a.m.  
City Council Briefing Center, LL, City Hall  
Sam Song – Interim Director, Riverfront Park

### **Committee Members:**

Dunau, Andy – Chairperson  
Traver, Susan  
Kelley, Ross  
Potratz, Preston  
Selinger, Samuel (Remote/phone)  
Ted McGregor  
Candace Mumm – (Absent/excused)

### **Also Present:**

**Park Board:**  
Chris Wright  
**Parks Staff:**  
Leroy Eadie  
Sam Song  
Jeff Bailey  
Berry Ellison

### **Guests:**

Richard Rush (in lieu  
of Candace Mumm  
Jennifer Leinberger

### **Summary**

- The committee approved the proposed NAC recommendation, with conditions and edits, to provide the architecture and engineering for the Looff Carrousel Facility.
- A presentation was provided on Berger Partnership's recommendations.
- The January 2016 RFP Operations Report will be reviewed at Finance Committee.

The next regularly scheduled Riverfront Park Committee meeting will be at 8:05 a.m. March 7, 2016, City Hall Council Briefing Center, Lower Level.

## **Minutes**

The meeting was called to order at 8:04 a.m. by Chairperson Andy Dunau.

### **Action Items:**

1. NAC Architecture and Engineering for Looff Carrousel Facility – *Andy Dunau* and *Berry Ellison* reviewed the draft NAC consultant agreement to perform architecture and engineering for the Looff Carrousel. Mr. Ellison presented the proposed scope of work which includes a full set of design and management services required for the execution and completion of the project. The maximum allowable construction cost for the draft scope is \$4,500,000. Of that amount, the basic services are not to exceed \$583,000, with an option for the City to enter into additional services at \$58,000. Basic services include program validation, schematic exhibit design for queuing area, schematic design, design development, construction documents, bidding/negotiation, construction administration, project closeout, and as-built drawings. Mr. Ellison also reported additional services may include: retail design, exhibit design, and specialty effect/theatre lighting (beyond the Carrousel Room). Following a discussion and questions as to what schedule is applicable to the scope and complexity of work, the committee requested Mr. Ellison reconvene with NAC with a proposition to adjust the schedule and reduce the percentage from 10.29% to 8.99%, a difference of \$63,000. Retail Design is to be moved from additional services to basic services. The dollar value of additional services will be changed to TBD with negotiation to occur at the time the Park Board authorizes delivery of additional service.

**Motion #1:** Andy Dunau moved to approve the proposed NAC contract with the recommendation that basic services percentage be reduced to 8.99% or NAC written rationale for schedule A (10.29%) for approval at the Feb. 11 Park Board meeting, with additional edits to the agreement.

Ross Kelley seconded  
Motion passed unanimously

### **Information Items:**

1. None

### **Discussion Items:**

1. Design update and Berger recommendations – *Andy Dunau* and *Berry Ellison* provided a report on the Berger recommendations on how the contracted consultants will provide direction to the redevelopment project. Mr. Ellison announced the general public will have the opportunity to hear updates on the project's progress during the Open House set for Feb. 17.
2. Riverfront Park Redevelopment Project – *Berry Ellison* presented a report on the

project which included various schematic designs, bubble diagrams and concepts that included the Recreation Rink and Skyride Facility, Looff Carrousel, Howard Street South Bridge, Howard Street Promenade, Havermale and Canada islands, the North Bank and the U.S. Pavilion. The committee reached consensus on a number of recommendations regarding design development. This presentation will be brought before the Design Steering Committee Feb. 16 for further input.

At the Feb. 26 Special Park Board meeting, these recommendations will be revisited as part of staff bringing forth a proposal to guide the next phase of the Berger contract.

**Standing Report Items:**

1. Operation reports and January Financials – There was insufficient time for staff presentation. Finance committee to take up review at their Feb. 9 meeting.

The meeting was adjourned at 10:56 a.m.

Next meeting will be at 8:05 a.m. March 7, 2016, City Hall Council Briefing Center, Lower Level, 808 W. Spokane Falls Boulevard, Spokane, Washington.

**City of Spokane**

**CONSULTANT AGREEMENT**

Title: **RIVERFRONT PARK REDEVELOPMENT ARCHITECTURE AND ENGINEERING FOR LOOFF CARROUSEL FACILITY**

This Agreement is made and entered into by and between the City of Spokane Parks & Recreation Department as ("City"), a Washington municipal corporation, and **NAC ARCHITECTURE** whose local Spokane address is: 1203 W Riverside Ave, Spokane, Washington 99201 as ("Consultant").

*WHEREAS, The City is desirous of selecting a Consultant to perform the necessary Architecture AND Engineering for the Loeff Carrousel Facility for the City's Riverfront Park Bond rehabilitation Project; and*

*WHEREAS, The Consultant was selected from a formal City procurement solicitation via a Request For Qualifications (RFQ # 4192-15); and*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on February 11, 2016 and ends on December 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in **Exhibit A – Consultant's Scope of Work**, which is attached to and made a part of this Agreement.

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

**4. PAYMENT.**

Total lump sum compensation for the term of Consultant's services under this Agreement shall not exceed **FIVE HUNDRED EIGHTY-THREE THOUSAND and NO/100 (\$583,000)**, not including taxes if applicable, unless modified by a written amendment to this Agreement. Lump Sum payment methodology shall be in accordance with the attached Exhibit B.

**5. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required

**6. PAYMENT PROCEDURES.**

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT 5 <sup>th</sup> Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"><li>• Invoice Date and Invoice Number</li><li>• <b>PARKS AND RECREATION DEPARTMENT</b></li><li>• Program Coordinator: <b>Katie Freeman</b> (Please do not put name in the address portion of the invoice)</li><li>• Department Contract No. OPR # _____</li><li>• Contract Title: <b>RIVERFRONT PARK REDEVELOPMENT ARCHITECTURE AND ENGINEERING FOR LOOFF CARROUSEL FACILITY</b></li><li>• Period covered by the invoice</li><li>• Project Title</li><li>• Employee's name and classification</li><li>• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked</li><li>• Total labor costs per Project</li><li>• Itemization of direct, non-salary costs (per Project, if so allocated)</li><li>• The following Sub-Consultant payment information will be provided [<i>if needed</i>] (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none"><li>○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).</li><li>○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).</li></ul></li><li>• Cumulative costs per Project and for the total Agreement</li></ul>

**7. TAXES, FEES AND LICENSES.**

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

**8. CITY OF SPOKANE BUSINESS LICENSE.**

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

**9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5 <sup>th</sup> Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Contact Name: NAC ARCHITECTURE 1203 W Riverside Ave Spokane, Washington 99201

**10. SOCIAL EQUITY REQUIREMENTS.**

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

**11. INDEMNIFICATION.**

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

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

## **12. INSURANCE.**

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

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the RFQ # 4166-15, and the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

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



determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

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

#### **18. NO CONFLICT OF INTEREST.**

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

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

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

drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## 20. INTELLECTUAL PROPERTY RIGHTS.

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

## 21. CONFIDENTIALITY.

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

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

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

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

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt,

confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

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

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

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

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

## **22. DISPUTES.**

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

## **23. TERMINATION.**

- A. **For Cause:** The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. **For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. **For City's Convenience:** The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced up to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

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

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**CONSULTANT**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments:** Exhibit A – Consultant’s Scope of Work  
Exhibit B – Lump Sum Payment Schedule  
Exhibit C – A/E Basic Services Terms

XX-XXX

## EXHIBIT A

### RIVERFRONT PARK REDEVELOPMENT PROJECT

Architectural and Engineering Design Services  
Looff Carousel Facility – NAC Inc., (dba NAC Architecture)  
**DRAFT** February 8, 2016

#### SCOPE OF WORK OVERVIEW

The scope of this contract includes a full set of design and management services required for successful execution and completion of the defined project below.

**NAC Architecture, Consultant, shall coordinate all Scope of Work outlined in this document through City Program Manager.**

The maximum allowable construction cost for the Scope of Work is FOUR MILLION FIVE HUNDRED THOUSAND NO/100 DOLLARS (\$4,500,000.00) .

The value of the **Basic Services is not to exceed FIVE HUNDRED EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$583,00.00)** including reimbursables, not including taxes if applicable; with an option for City to enter into Additional Services not to exceed FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$58,000.00), not including taxes if applicable.

#### DETAILED SCOPE OF WORK

Exhibit B, Payment, provides terms and conditions.

Exhibit C, A/E Basic Services Terms, provides greater definition to services and deliverables.

#### **BASIC SERVICES: NOT TO EXCEED \$583,000.00**

##### 1.1 **Program Validation & Schematic Design: Not to exceed \$144,000.00**

*This phase to be complete April 15, 2016*

###### A. Deliverables:

###### i. **Program Validation: Not to exceed \$8,000.00**

Formal analysis of space requirements with users input, and detailed catalog of each space's size, goals, functions, activities, finishes, outfitting (cabinets, equipment, furnishings, specialty items), HVAC requirements, plumbing requirements, power/lighting/systems requirements, other needs.

***Program Validation to be delivered on 8.5"x11" bond media, color, stapled, with cover sheet. Seven (7) sets hardcopy and one PDF electronic copy.***

## EXHIBIT A

### ii. Schematic Exhibit Design for Queuing Area: Not to exceed \$39,000

Project research  
Concept design (2 options, 3-D exhibits and graphic design)  
Book of visitor experience walk-through, content narrative, sketches, layouts (hard and electronic copies)  
Preliminary budget estimate  
Presentation meeting

### iii. Schematic Design: Not to exceed \$97,000

a. **Public Spaces Team Coordination:** Meetings as required with Berger Partnership regarding interface with open-space design; design studies and evaluations in response to same.

#### b. **Public Meetings and Presentations**

a. Two (2) public presentations, and up to three (3) Design Review Board meetings. Public presentations to consist of illustrative plans and elevations, narratives, and slide show delivered by senior level Architect/Project manager in public forum.

***Note: Public and DRB meetings may be reallocated to other tasks/design phases by written authorization of the City. See EXCLUDED SERVICES below.***

#### c. **Specialty Effects/Theatre Lighting (Carrousel Room Only):**

Carrousel Room schematic lighting design including general lighting, maintenance lighting, special effect lighting, lighting control system, control system programming schedule, aiming plan for special effects lighting.

a. Specific deliverables include 30% level PDF design files, power and heat load estimates for lighting, product data sheets for lighting effects and controls equipment, budgetary cost approximation.

#### d. **Preparation of Shoreline CUP application supporting documents:**

including building plan and elevations, area(s) of disturbance, and other building-specific requirements per code.

e. **Drawings:** Plans and other documents indicating the scale and relationships of Project components in conformance with Program for all design disciplines as defined in Exhibit C and expanded below

- a. Building areas and volumes demarcated
- b. Project images / renderings clearly depicting design intent
- c. Representative plan elements graphically complete
- d. Structural grid and representative exterior modules fixed



## EXHIBIT A

- e. Small scale building elevations graphically complete for typical areas
- f. Representative wall section(s) graphically developed at larger scale
- g. Structural and MEP/FP systems defined
- h. Project performance criteria established
- i. Schematic Design estimate of probable cost

***Schematic Design to be delivered on 24"x36" bond media, with cover sheet. Seven (7) sets hardcopy and one PDF electronic copy.***

### 1.2 **Design Development:** **Not to exceed \$110,000.00**

*This phase to be complete June 17, 2016*

#### A. Deliverables:

- i. **Public Spaces Team Coordination:** Meetings as required with Berger Partnership regarding interface with open-space design; design studies and evaluations in response to same.
- ii. **Public Meetings and Presentations:** Two (2) public presentations. Public presentations to consist of illustrative plans and elevations, narratives, and slide show delivered by senior level Architect/Project manager in public forum.  
  
***Note: Public meetings may be reallocated to other tasks/design phases by written authorization of the City.  
See EXCLUDED SERVICES below.***
- iii. **Specialty Effects/Theatre Lighting (Carrousel Room Only):** Carrousel Room lighting design development including general lighting, maintenance lighting, special effect lighting, lighting control system, control system programming schedule, aiming plan for special effects lighting.
  - a. Specific deliverables include 60% level PDF design files, power and heat load estimates for lighting, product data sheets for lighting effects and controls equipment, budgetary cost approximation worksheet, construction documents, and construction specifications.
- iv. **Third Party Energy Code Compliance:** Analysis and documentation necessary to support 3rd-party Non-Residential Energy Code compliance.
- v. **Drawings:** Plans and other documents that fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate as defined in Exhibit C and expanded below
  - a. Building areas and volumes fixed.

## EXHIBIT A

- b. Demolition and phasing plan
- c. Foundation and Superstructure permit coordination
- d. Primary consultant coordination
- e. Specialty consultant coordination
- f. Draft of project manual
- g. Initial GMP pricing
- h. Project performance criteria refined/confirmed

***Design Development to be delivered on 24"x36" bond media, with cover sheet. Seven (7) sets hardcopy and one PDF electronic copy.***

1.3 **Construction Documents:** **Not to exceed \$155,000.00**

*This phase to be complete November 14, 2016*

A. Deliverables:

- i. **Public Spaces Team Coordination:** Meetings as required with Berger Partnership regarding interface with open-space design; design studies and evaluations in response to same.
- ii. **Two (2) public presentations:** Public presentations to consist of illustrative plans and elevations, narratives, and slide show delivered by senior level Architect/Project manager in public forum.

***Note: Public meetings may be reallocated to other tasks/design phases by written authorization of the City.  
See EXCLUDED SERVICES below.***

- iii. **Drawings:** Plans, specifications, and other documents describing the requirements for bidding, contracting, and construction of the Project including architectural, structural, mechanical plumbing and electrical systems, special effects/theater lighting, materials and such other elements as may be required and defined in Exhibit C.

***Construction Documents to be delivered on 24"x36" bond media, with cover sheet. Seven (7) sets hardcopy and one PDF electronic copy.***

1.4 **Bidding and Negotiation:** **Not to exceed \$9,500.00**

Deliverables: Services necessary from all design disciplines to assist the City in obtaining bids and awarding a contract for construction.

1.5 **Construction Administration:** **Not to exceed \$125,000.00**

Deliverables: Services necessary for administration of the construction contract and execution of construction contract requirements.

## EXHIBIT A

### 1.6 **Project Closeout including As-Built Drawings: Not to exceed \$19,500.00**

Deliverables: Services necessary to close-out the construction contract including inspections; review of Operations and Maintenance Manuals; documentation of receipt of warranties, affidavits, and permits; preparation of final certificate for payment; **commissioning coordination including coordination of scope and specification requirements, and limited construction phase consultation; and follow-up during warranty period.**  
**As-Built Electronic Drawings:** Documentation of as-built conditions (all disciplines) on CAD and PDF files.

### 1.7 **Reimbursable Expenses: Not to exceed \$20,000.00**

*As defined in the Consultant Agreement and EXCLUDED SERVICES.*

### **SERVICES BY OTHERS (Consultant shall coordinate accordingly with appropriate parties):**

Landscape Design;  
Civil Design (Storm, Sanitary Sewer, Water, Gas);  
Other Utility Services to Building (Power, Telecommunications);  
Geotechnical Services;  
Site & Boundary Survey; and  
SEPA Checklist.

### **EXCLUDED SERVICES:**

Hazardous Materials Abatement;  
Food Service Consulting;  
Fire Sprinkler Engineering/Design (assumed N/A);  
Traffic Engineering;  
Quality Control Inspections/Testing;  
Bulk Printing; and  
Public Process beyond the Scope of this Contract:

This provision recognizes that there may be occasions when this high-profile public project generates feedback or input from 3rd-party public stakeholders that raise unexpected questions about the building design or questions which are out-of-sequence with the design process prescribed in this contract. If, in the City's view, addressing such questions requires extensive support from the architect in the form of program analysis, cost analysis, design alternative studies, or other design effort, and if such effort compels the architect to defend, reconsider or reevaluate design decisions already approved by the City or otherwise clearly outside the program parameters established by the City, then such effort by the architect shall be eligible for additional services compensation.

***See next page for Additional Services to be considered by RFP Committee***

## EXHIBIT A

### 2.0 **ADDITIONAL SERVICES: To be considered by RFP Committee!**

#### 2.1 **Retail Design (by sub consultant with Andoniadis Retail Services): \$11,500**

Retail shop design including location, size, adjacencies, characteristics, product category adjacencies, display and merchandising fixtures, store layout, cash-wrap design, entry/egress, foot-traffic patterns, lighting, signage, electrical power, communications needs, flooring, security, ambient music, and other retail potentials of common areas.

**Deliverables with details sufficient for preparation of final construction documents by NAC Architecture.**

#### 2.2 **Exhibit Design (Beyond scope of Schematic Design): \$90,000**

##### A. Design Development

Deliverables:

- a. Development of approved Schematic / Concept
- b. Design Development drawings
- c. Preliminary graphic design
- d. Preliminary interpretive text
- e. Draft Specifications

##### B. Construction Documents and Final Design and Bid Package

Deliverables:

- a. Construction drawings of 3-D exhibits and layout
- b. Graphic design files (not including production files)
- c. Interpretive text
- d. Specifications
- e. Engineering review and drawings, as needed
- f. Identification of specialty construction vendors
- g. Updated construction estimates

##### C. Construction Reviews and Administration

Deliverables: Construction Administration during production, including creation of graphic production files, reviews of fabricator shop drawings, materials and color samples, exhibit prototypes, and interactive assemblies.

##### D. Construction Document Review

**Deliverables: Review of approximately 80% complete construction drawings** and communication of recommended changes or alterations.

## EXHIBIT A

### 2.3 Specialty Effects/Theatre Lighting (Beyond Carrousel Room): **\$19,000**

Special Effects/Theater Lighting at Vestibule/Entry/Lobby, Looff Gallery Exhibits, Review/advise on specialty lighting for Party Rooms, and Computer model of Carrousel Room to demonstrate lighting effects.

Deliverables: Lighting design including general lighting, maintenance lighting, special effect lighting, lighting control system, control system programming schedule, aiming plan for special effects lighting. Specific deliverables include AutoCAD and PDF design files, power and heat load estimates for lighting, product data sheets for lighting effects and controls equipment, budgetary cost approximation worksheet, construction documents, construction specifications, site visits and observation reports/recommendations.

**EXHIBIT B  
PAYMENT  
(LUMP SUM)**

- A. **LUMP SUM AGREEMENT.** Payment for all consulting services for this Project shall be on the basis of a lump sum amount as shown in the heading of this Agreement.
1. **Maximum Total Amount Payable.** The maximum amount payable, by the Agency to the Consultant under this Agreement, shall not exceed the amount shown in the heading of the Agreement as maximum amount payable unless a supplemental agreement has been negotiated and executed by the Agency prior to incurring any costs in excess of the maximum amount payable.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the Agency unless such claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

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

- D. **INSPECTION OF COST RECORDS.** The Consultant and its subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## A/E Basic Services

## EXHIBIT C

A/E Basic Design Services consist of the services described in the following pages. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services. The Architect can rely on the accuracy of all Owner-supplied project data/information.

### Schematic Design Services

In the Schematic Design phase, the A/E provides those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the Owner. Design should be conceptual in character, based on the requirements developed during the predesign phase, approved by the Owner, or program requirements provided by the Owner and reviewed and agreed upon by the A/E.

#### Schematic Design Services include:

<b>Project Administration</b>	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
<b>Disciplines Coordination</b>	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services <b>may</b> be required and negotiated for appropriate phases of the work.
<b>Document Checking</b>	Review and coordination of project documents.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
<b>Owner Data Coordination</b>	Review and coordination of data furnished for the project by the Owner.
<b>Architectural Design</b>	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
<b>Structural Design</b>	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
<b>Mechanical Design</b>	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
<b>Electrical Design</b>	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
<b>Civil/Site Design</b>	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.
<b>Specifications</b>	Services consisting of preparation for Owner's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
<b>Materials Research</b>	Services consisting of identification of potential of architectural materials, systems, and equipment.

<b>Scheduling</b>	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision- making, design, and documentation.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Owner with analyzing scope, schedule, and budget options to stay within the budget.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of schematic design documents by the A/E to Owner representatives.

## Design Development Services

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved schematic design documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the Owner. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

### Design Development Services include:

<b>Project Administration</b>	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences with the Owner.
<b>Disciplines Coordination</b>	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services <b>may</b> be required and negotiated for appropriate phases of the work.
<b>Document Checking</b>	Review and coordination of project documents.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
<b>Owner Data Coordination</b>	Review and coordination of data furnished for the project by the Owner.
<b>Architectural Design</b>	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.
<b>Structural Design</b>	Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
<b>Mechanical Design</b>	Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.



<b>Electrical Design</b>	Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
<b>Civil/Site Design</b>	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project that are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of preparation for the Owner's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Owner with analyzing scope, schedule and budget options to stay within the BUDGET.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of design development documents by the A/E to Owner representatives.

## Construction Document Services

In the construction documents phase, the A/E shall provide the services necessary to prepare for approval by the Owner – from the approved design development documents; construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the project.

### Construction Document Services Include:

<b>Project Administration</b>	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
<b>Disciplines Coordination</b>	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
<b>Document Checking</b>	Review and coordination of project documents.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>Owner Data Coordination</b>	Review and coordination of data furnished for the project by the Owner.
<b>Architectural Design</b>	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
<b>Structural Design</b>	Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which details structural construction requirements for project.

<b>Mechanical Design</b>	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the project.
<b>Electrical Design</b>	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.
<b>Civil/Site Design</b>	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project that are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of preparation for the Owner's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Owner with analyzing scope, schedule and budget options to stay within the BUDGET.

## Bidding Phase

In the Bidding Phase, the A/E, following the Owner's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the Owner in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the Owner may authorize bidding of portions of the work.

### Bidding Phase services include:

<b>Project Administration</b>	Services consisting of bidding administrative functions.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
<b>Bidding Materials</b>	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
<b>Addenda</b>	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
<b>Bidding</b>	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
<b>Analysis of Substitutions</b>	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
<b>Bid Evaluation</b>	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.

<b>Contract Agreements</b>	Assist using Owner in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for Owner approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the Owner, of notice(s) to proceed with the work.
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## Construction Contract Administration Phase

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract.

<b>Project Administration</b>	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
<b>Permitting Authority Consulting</b>	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the Owner's interests during construction of the project.
<b>Construction Administration</b>	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to Owner, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
<b>Construction Field Observation</b>	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
<b>Project Representation</b>	Services consisting of assisting the Owner in selection of full- or part-time project representative(s).
<b>Documents</b>	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the Owner. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
<b>Scheduling</b>	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the Owner.
<b>Cost Accounting</b>	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

## Project Closeout (2 Percent)

<b>Project Closeout</b>	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
<b>Record Documents (As-Builts)</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
<b>Operations and Maintenance Manuals</b>	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to Owner.
<b>Warranty Period</b>	Continued assistance to investigate contract problems that arise during the warranty period.

### A/E Extra Services/Reimbursables and Other Services

The majority of projects should be completed within the structure of the basic fee schedule. However, some projects will be more complex and require a range of Extra Services/Reimbursables and Other Services, which will be negotiated for specific tasks. These services typically require specialist expertise and may not neatly fall within one phase of service or another. As projects become more complex, they demand a variety of special studies and services. Extra Services/Reimbursables are services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the Owner.

Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost. The following provides a guideline for evaluating the pricing of Extra and Other services, and establishing the eligibility of reimbursable expenses.

#### A. Pricing Consultants and Subconsultant Personnel

<b>Employees of Firm</b>	Per attached Hourly Rate Sheet
<b>Consultants/Subconsultants</b>	Hourly or as negotiated.
<b>Special Consulting Services</b>	When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines.
<b>Service Charge on Sub-Consultant</b>	Ten percent service charge may be added to work incorporated by addenda to the original agreement.

#### B. A/E Extra Services/Reimbursable Expenses

When drafting the A/E agreement, the Project Manager should review the following list in determining eligible reimbursable items. It is not all inclusive or exclusive and should only be used as a guide.

<b>Alternative Cost Studies</b>	Additional costing beyond the parametric estimates required in basic services as requested by the Owner.
<b>Energy Life Cycle Cost Analysis (ELCCA)</b>	All projects over 25,000 square feet are required by Chapter 39.35 RCW to be analyzed for the cost of energy consumption and operation during its entire economic life.
<b>Life Cycle Cost Analysis</b>	All projects valued over \$5,000,000 or projects constructing new building space

<b>(LCCA)</b>	over 5,000 square feet are required to perform a life cycle cost analysis to evaluate the total cost of ownership for the building or building system. Agencies will utilize the Life Cycle Cost Tool (LCCT) which standardizes rates and methodology to perform the analysis.
<b>Commissioning and Training</b>	Cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.
<b>Enhanced Commissioning</b>	A longer post occupancy phase, commonly referred to as enhanced commissioning, may be necessary to achieve the long-term desired performance of a new building or system. This work generally includes monitoring energy performance after construction, additional training to facility staff, and system adjustments to ensure the building continues to operate as originally designed.
<b>On-Site Representative</b>	On-site observation beyond the periodic site visits required under basic services for construction field observation.
<b>Thermal Scans</b>	Cost of an examination of a structure for thermal loss on existing facilities to be remodeled.
<b>Value Engineering Participation and Implementation</b>	Cost to the A/E for participation in the value engineering study and implementation of the accepted ideas that generate during the study.
<b>Travel and Per Diem</b>	Customary and approved costs to A/E during the course of basic and additional services (based on state rates and limited to between 50 and 350 miles).
<b>Renderings, Presentations, and Models</b>	Cost for special presentations, renderings, and models required for the project.
<b>Document Reproduction</b>	Additional cost of printing and mailing bidding and construction documents.
<b>Advertising</b>	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.
<b>Constructability Review Participation and Implementation</b>	Cost to the A/E for participation in the constructability review and implementation of the accepted changes.
<b>Leadership in Energy and Environmental Design</b>	Cost of providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.
<b>Separate Bid Packages</b>	Cost to the A/E for preparation of separate bid packages typically used in GC/CM type projects.
<b>Professional Liability Insurance</b>	Where coverage is required in excess of \$1 million, reimbursement of excess premium costs will be considered as a reimbursable cost.

### C. A/E Other Services

<b>Consultant Selection Cost</b>	Additional costs for private sector members of a selection committee if required (Chapter 39.80 RCW).
<b>Specialty Consultants</b>	<p>Cost of only those additional consultant services beyond A/E services provided under basic services. Specialty consultants include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Acoustical Consultant</li> <li>• Civil Engineering additional services may include: <ul style="list-style-type: none"> <li>○ Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer</li> <li>○ Storm drainage design and connections</li> <li>○ Design or study of issues for "sensitive areas" such as wetlands, steep</li> </ul> </li> </ul>

	<p>slopes, or flood plains</p> <ul style="list-style-type: none"> <li>○ Water supply connections to wells, treatment systems, storage, and off-site main extensions</li> <li>○ Sanitary sewer design and infrastructure</li> <li>○ Road and pavement improvements</li> <li>○ Storm water quality and quantity computations, reports, design and details</li> <li>○ Temporary erosion and sediment control reports and drawings</li> <li>○ Special studies and reports for other agencies</li> </ul> <ul style="list-style-type: none"> <li>● Communications Consultant</li> <li>● Cost Estimating Consultant</li> <li>● Electronic/Audio Visual Consultant</li> <li>● Elevator Consultant</li> <li>● Hazardous Material Consultant</li> <li>● Hospital/Laboratory Consultant Interior</li> <li>● Design Consultant Indoor Air Quality</li> <li>● Consultant Kitchen Consultant</li> <li>● Landscape Consultant</li> <li>● Quality Control Consultant Security Consultant</li> </ul>
<b>Geotechnical Investigation</b>	Cost of subsurface testing and evaluation.
<b>Commissioning</b>	Cost of an independent commissioning of the project.
<b>HVAC Balancing</b>	Cost to balance systems.
<b>Site Survey</b>	Cost of conducting a survey independent from design A/E.
<b>Testing</b>	Cost of a technician's services in acquiring and testing samples of materials used in the project as required in the state building code.
<b>Energy LCCA Review</b>	Fee to be paid for review of the energy life cycle cost analysis.
<b>Value Engineering</b>	Cost for performing the required value engineering study on a project by an independent multi-disciplined team.
<b>Constructability Review/Plan Check</b>	Cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
<b>Graphics</b>	Cost of special graphic and signage design.
<b>Design/Code Plan Check</b>	Cost of an independent plan check if not available within the local jurisdiction.
<b>FF&amp;E (Furniture, Fixtures, and Equipment)</b>	Cost of performing the selection, scheduling, procurement, or installation of FF&E.
<b>Other Reimbursable Expenses</b>	Costs for requested documents, fax expenses, and special mail service when requested by owner.
<b>Re-Design</b>	Re-design of previously approved work.
<b>Others</b>	Other services not specifically described herein may be additional services.

#### D. Non-Eligible Expenses

- Consultants hired at A/E's option to perform basic services required by contract.
- Postage and handling of submittals, bid documents, correspondence, etc.
- Telephone expenses (local calls and line service).
- Copies of documents used by the A/E to perform normal services and not provided to owner.

## **Fee Modifications**

It is recognized that there may be considerable variance between projects of a similar size and type that may necessitate modification of the A/E fee schedule. Examples of special circumstances that may necessitate such modifications include:

- Unusual site conditions
- Unique problems requiring specialized or extensive consulting services
- Renovations required by additions to an existing structure
- Unusually slow or fast development schedule (fast track, design build, GC/CM) Contractor design (fire protection systems)
- Large portions of work outside the control of the prime architect (wetlands mitigation)

# CITY of SPOKANE PARKS & RECREATION

## RIVERFRONT PARK MASTER PLAN

Retail Recommendations

October 2015

### **Conceptual Comments**

Cultural commerce is considerably different than commercial retail. Many of the advantages of commercial retail are not available to a cultural commerce store while there are restrictions on cultural commerce that are not applicable to commercial gift shops.

Cultural commerce, such as for the Spokane Riverfront Park, is typically restricted in its activities by either adherence to Unrelated Business Income Tax (UBIT) requirements or by voluntarily following a product selection mission statement focused on the host organization. Furthermore, cultural commerce is limited in its product selection because most institutions do not want to directly compete with, especially nearby, commercial retail.

The unfettered commercial retail environment is free to sell whatever products are currently popular with basically no restrictions. This typically leads to more revenue and greater profits.

### **Product Selection**

The product selection can include items purchased for resale; proprietary/custom products specifically produced for the shop and possibly some higher-priced or original art items on consignment.

There should be a range of prices that meets the financial capabilities of the full span of visitors. The retail mark-up of these products should be sufficient to generate enough Gross Profit to cover Operating and Other Expenses associated with the operation and generate Net Income sufficient for maintenance and reinvestment. A generic sample list of line items is attached to this report.

The product focuses can include:

- Loeff Carousel
- Clock Tower
- Pavilion
- Park art installations, activities and natural features
- General City of Spokane attractions

### **Location**

First, because of the difficulty and cost of management and staffing multiple locations, and because a single location can make a more compelling retailing statement, it is initially recommended to have only one centrally located retail location. This location should be closely associated with the Carousel, in close proximity to the possible Carousel Museum and easily accessible by general park visitors.



## **Size**

Size is difficult to determine because, other than the Carrousel and SkyRide ticket purchasers, there are not firm visitation numbers. Interior space and fixture flexibility are the keys to accommodating visitation fluctuations and product selection changes. It is also better to have a space that is slightly too small than one that is too large-requiring inappropriately high levels of inventory investment to make the shop look attractive.

Laid out well, the proposed 600 square feet for the shop, manager's office and immediate product storage needs will probably be sufficient.

## **Management**

### **Outsourcing**

The prospect of outsourcing management of the shop has been raised. Management by a retail outsourcing company is probably not feasible because the shop is too small and the mission and product selection, with its primary focus on the Park and Spokane, does not lend itself to the kind of quantity purchases and high margins on which they thrive. However, management by a local independent operator may be possible so long as there is agreement about the focus of the product selection and a commitment to a high level of customer service with its attendant costs.

### **Self-Management**

Spokane Parks and Recreation managing the store, providing the funds necessary for inventory and reaping all the profits is another possibility. Under this scenario Parks would be able to control the focus of the product selection and assure a high level of customer experience. (The Rose Garden Store at the International Rose Test Garden in Portland, Oregon, is a good example of a very successful shop associated with a host entity.)

## **Request for Quotation (RFQ) Guidance**

It is strongly recommended the retail segment of the RFQ provide very specific guidance regarding location, size, fixture functionality and layout of the selling space and back of house segments of the shop.

# **Appendix**

## Sample Retail Income Statement Line Items

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### **INCOME STATEMENT**

#### **INCOME\***

Gross Sales  
Plus: Wrapping/Shipping/Misc. Fees  
Less: Discounts  
      Sales Taxes  
NET SALES

#### **COST OF GOODS\***

Cost of Goods  
Plus: Freight In  
TOTAL COST OF GOODS

GROSS MARGIN (Profit)

#### **OPERATING and OTHER EXPENSES**

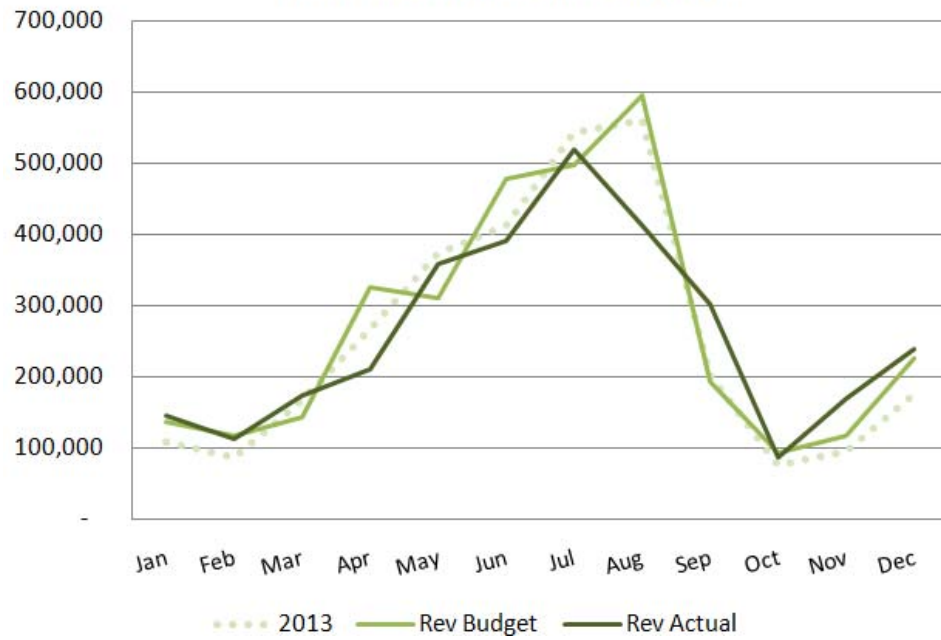
Payroll  
Payroll - Benefits  
Payroll - Taxes  
Volunteer Related Expenses  
Rent  
Office Supplies  
Supplies - Packaging  
Supplies - Pricing/Displays  
Freight Out (Suppliers)  
Freight Out (Customers)  
Travel  
Postage  
Repairs & Maintenance  
Professional Services  
Telephone  
Charge Card Fees  
Bad Checks/Bank Charges  
Utilities  
Security  
Marketing  
Damage/Theft  
Indirect Expense Allocation  
Miscellaneous  
TOTAL OPERATING and OTHER EXPENSES

NET INCOME/LOSS

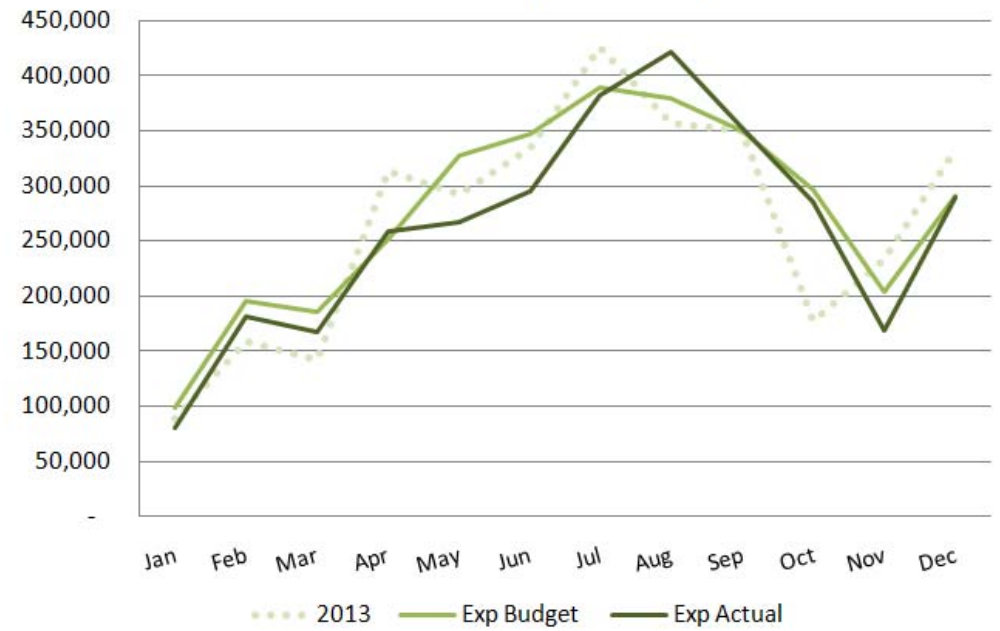
**Riverfront Park Redevelopment - Monthly Financial Reporting**  
**As of December 31, 2015 - Final**

	Project Budget	Paid to Date	Encumbered	Budget Balance
<b>PUBLIC SPACES &amp; PARK GROUNDS</b>	<b>\$22,782,643.3</b>	<b>\$77,345.1</b>	<b>\$1,472,656.9</b>	<b>\$21,232,641.3</b>
Construction Costs	\$21,232,643.3			
Professional Costs (Berger)	\$1,550,000.0	\$77,345.1	\$1,472,656.9	-2.0
<b>U.S. PAVILION &amp; EVENT SHELTERS</b>	<b>\$16,221,060.7</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$16,221,060.7</b>
Construction Costs	\$14,004,126.5			
Professional Costs	\$2,216,934.2			
<b>LOOFF CARROUSEL</b>	<b>\$8,044,949.3</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$8,044,949.3</b>
Construction Costs	\$7,254,876.3			
Professional Costs	\$790,073.0			
<b>RECREATIONAL RINK &amp; SKYRIDE FACILITY</b>	<b>\$2,816,285.9</b>	<b>\$0.0</b>	<b>\$45,357.3</b>	<b>\$2,770,928.7</b>
Construction Costs	\$2,606,579.6			
Professional Costs ( Stantec Architecture Inc.)	\$209,706.3		\$45,357.3	\$164,349.1
<b>REGIONAL PLAYGROUND</b>	<b>\$1,629,947.4</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$1,629,947.4</b>
Construction Costs	\$1,390,659.9			
Professional Costs	\$239,287.5			
<b>HOWARD STREET BRIDGE SOUTH</b>	<b>\$6,719,039.7</b>	<b>\$247,997.0</b>	<b>\$511,569.0</b>	<b>\$5,959,473.7</b>
Construction Costs	\$5,959,473.7			
Professional Costs				
- CH2M (Howard Street South)	\$759,566.0	\$247,997.0	\$511,569.0	\$0.0
<b>OWNER COSTS</b>	<b>\$7,557,418.3</b>	<b>\$998,966.2</b>	<b>\$289,940.2</b>	<b>\$6,268,511.9</b>
Project Management Internal	\$700,000.0	\$214,888.1		\$485,111.9
Project Management External	\$800,000.0	\$47,060.7	\$170,905.5	\$582,033.9
Public Art Oversight	\$25,000.0	\$0.0	\$22,000.0	\$3,000.0
Pre-Design Study				
- Irrigation/Water Use (AHBL)	\$31,300.0	\$31,197.6	\$102.4	\$0.0
- Power & Use Study (McKinstry)	\$26,553.0	\$26,553.0	\$0.0	\$0.0
- Traffic Impact, Pedestrian, Parking (Morrison)	\$32,624.0	\$30,871.7	\$1,752.3	\$0.0
- Habitat Management Plan (GeoEngineers)	\$21,291.0	\$21,126.8	\$164.2	\$0.0
- Stormwater Master Plan (Coffman)	\$47,300.0	\$47,300.0	\$0.0	\$0.0
- Light and Sound Concept Study (Digital Kitchen)	\$72,180.0	\$73,720.0	\$0.0	-\$1,540.0
- Archaeological Study (Spokane Tribe/Walla Walla)	\$66,230.8	\$4,365.0	\$61,865.8	\$0.0
- Market Research (Phases 1 & 2) Critical Data/Coffman	\$58,342.0	\$11,204.0		\$47,138.0
Andoniadis Retail Services	\$0.0	\$5,507.9		-\$5,507.9
Soils Testing/Hazardous Materials Testing	\$300,000.0	\$0.0	\$11,500.0	\$288,500.0
Special Inspections (Steel & Concrete)	\$100,000.0	\$0.0		\$100,000.0
Pre-Construction Services	\$500,000.0	\$0.0		\$500,000.0
Temporary Storage/Housing & Moving Costs	\$225,000.0	\$0.0		\$225,000.0
Concept Design - Tier 2	\$50,000.0	\$0.0		\$50,000.0
Public Outreach	\$450,000.0	\$56,321.9	\$21,650.0	\$372,028.2
Legal Fees	\$100,000.0	\$0.0		\$100,000.0
Permitting & Inspections	\$400,000.0	\$2,080.0		\$397,920.0
Miscellaneous	\$15,000.0	\$0.0		\$15,000.0
5% Contingency (Program Level Safety Net)	\$3,109,827.5	\$0.0		\$3,109,827.5
Bond Issuance Costs	\$426,770.0	\$426,769.8		\$0.2
<b>TOTAL</b>	<b>\$65,771,344.6</b>	<b>\$1,324,308.4</b>	<b>\$2,319,523.3</b>	<b>\$62,127,513.0</b>
<b>BOND FUNDS AVAILABLE</b>	<b>\$64,300,000.0</b>			<b>\$64,300,000.0</b>
<b>Accrued Interest</b>	<b>\$1,500,000.0</b>	<b>\$812,747.5</b>		<b>\$687,252.5</b>
<b>PROJECT DIFFERENCE</b>	<b>-\$28,655.4</b>			<b>-\$28,655.4</b>

**Riverfront Park Revenue by Month**



**Riverfront Park Expenditure by Month**



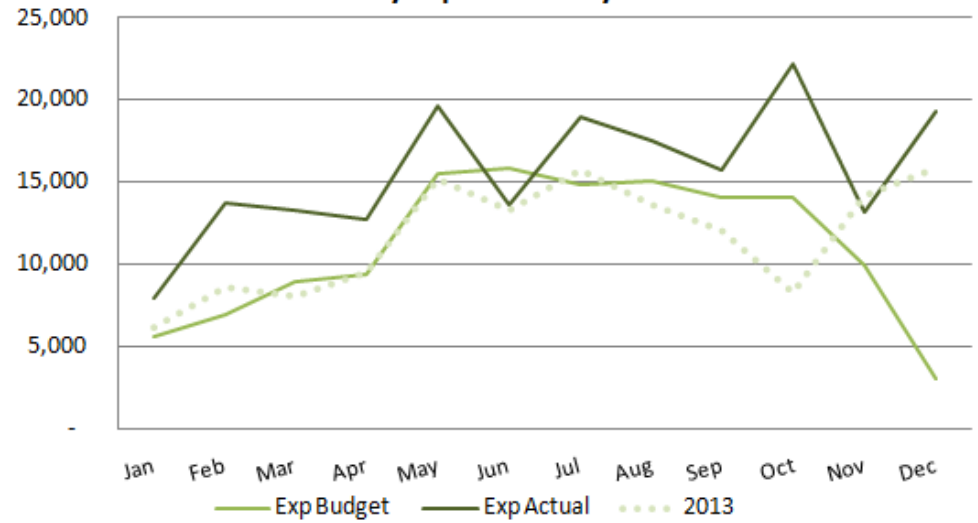
CITY OF SPOKANE PARKS AND RECREATION  
STATEMENT OF ACTIVITY WITH ANNUAL BUDGET  
RIVERFRONT PARK  
\*DECEMBER FINAL, 2015

	Month Actual	YTD Budget	YTD Actual	Budget Variance	Fav. ↑ Unfav. ↓	2014 YTD Actual	2013 YTD Actual	Annual Budget	% of Budget	Project Calc	Project Mgr
<b>Revenue</b>	<u>238,256</u>	<u>3,239,117</u>	<u>3,121,896</u>	<u>(117,221)</u>	↓	<u>3,246,658</u>	<u>3,071,458</u>	<u>3,239,117</u>	<u>96%</u>	<u>96%</u>	<u>98%</u>
Salaries and Wages	150,429	1,606,586	1,666,226	59,640	↓	1,680,072	1,592,148	1,606,586	104%	104%	100%
Personnel Benefits	27,977	345,324	332,849	(12,475)	↑	328,962	308,161	345,324	96%	96%	96%
Supplies	25,647	398,209	349,680	(48,529)	↑	420,929	401,933	398,209	88%	88%	90%
Services and Charges	82,321	935,067	770,184	(164,883)	↑	833,251	866,214	935,067	82%	82%	88%
Intergovernment Prof Services	<u>2,645</u>	<u>31,800</u>	<u>30,776</u>	<u>(1,024)</u>	↑	<u>31,963</u>	<u>39,617</u>	<u>31,800</u>	<u>97%</u>	<u>97%</u>	<u>100%</u>
<b>Expenditures</b>	<u>289,019</u>	<u>3,316,986</u>	<u>3,149,716</u>	<u>(167,270)</u>	↑	<u>3,295,177</u>	<u>3,208,072</u>	<u>3,316,986</u>	<u>93%</u>	<u>93%</u>	<u>95%</u>
<b>Net Revenue</b>	<u>(50,763)</u>	<u>(77,869)</u>	<u>(27,820)</u>	<u>50,049</u>	↑	<u>(48,520)</u>	<u>(136,613)</u>	<u>(77,869)</u>			
Transfers In	-	-	-	-		-	-	-			
Transfers Out	<u>-</u>	<u>(106,200)</u>	<u>(106,200)</u>	<u>-</u>		<u>(206,200)</u>	<u>(334,991)</u>	<u>(106,200)</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<b>Net Transfers</b>	<u>-</u>	<u>(106,200)</u>	<u>(106,200)</u>	<u>-</u>		<u>(206,200)</u>	<u>(334,991)</u>	<u>(106,200)</u>			
<b>Net Operations</b>	<u>(50,763)</u>	<u>(184,069)</u>	<u>(134,020)</u>	<u>50,049</u>	↑	<u>(254,720)</u>	<u>(471,604)</u>	<u>(184,069)</u>			
<b>Capital Outlay</b>	<u>-</u>	<u>(63,075)</u>	<u>(25,576)</u>	<u>37,499</u>		<u>(276,878)</u>	<u>(608,919)</u>	<u>(63,075)</u>	<u>41%</u>	<u>41%</u>	<u>100%</u>
<b>Revenue less Expenditures</b>	<u>(50,763)</u>	<u>(247,144)</u>	<u>(159,595)</u>	<u>87,549</u>	↑	<u>(531,598)</u>	<u>(1,080,523)</u>	<u>(247,144)</u>		YTD	100.00%
<b>Encumbrances at Month End</b>			<u>(140,825)</u>								
<b>Ending Balance</b>			<u>(300,421)</u>								

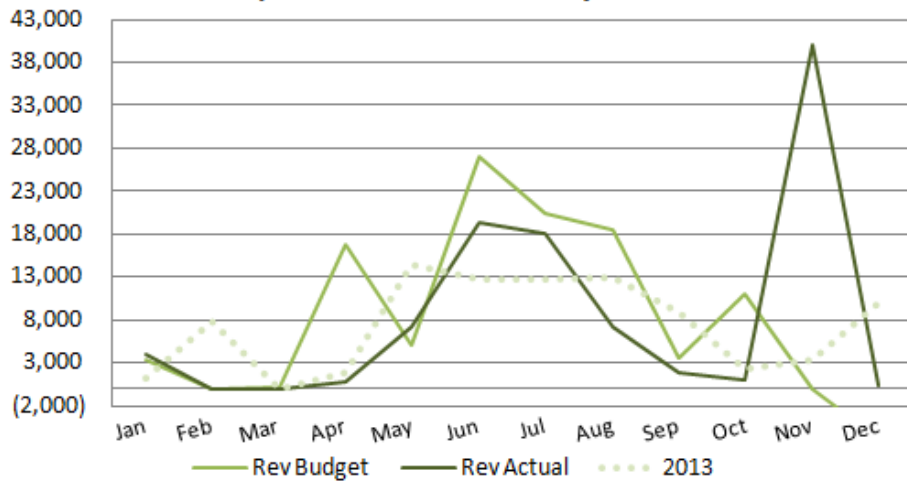
\* The GL is subject to change until the City's Financials have been finalized.

Note: Through research it was discovered that 2014 historical data was last updated on 3/17/15. Beyond that date during the 2015 year there were minor prior period adjustments to 2014.

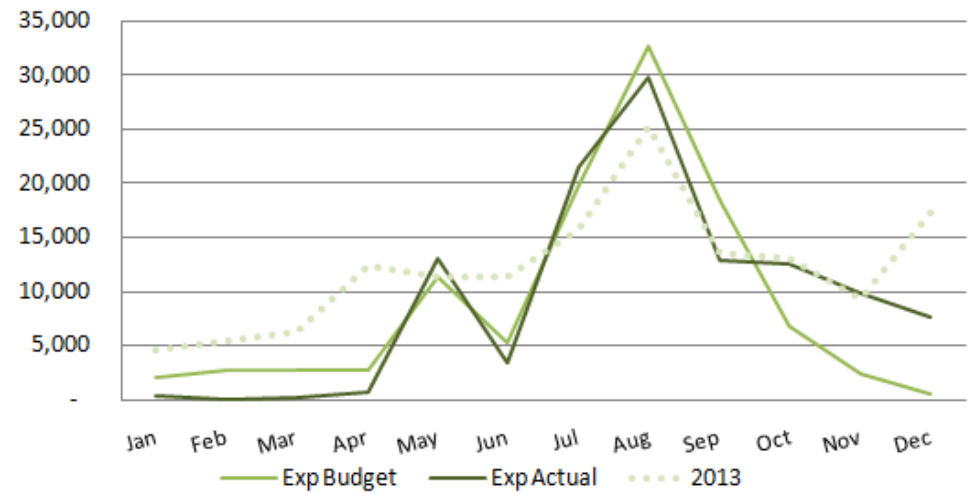
**Security Expenditure by Month**



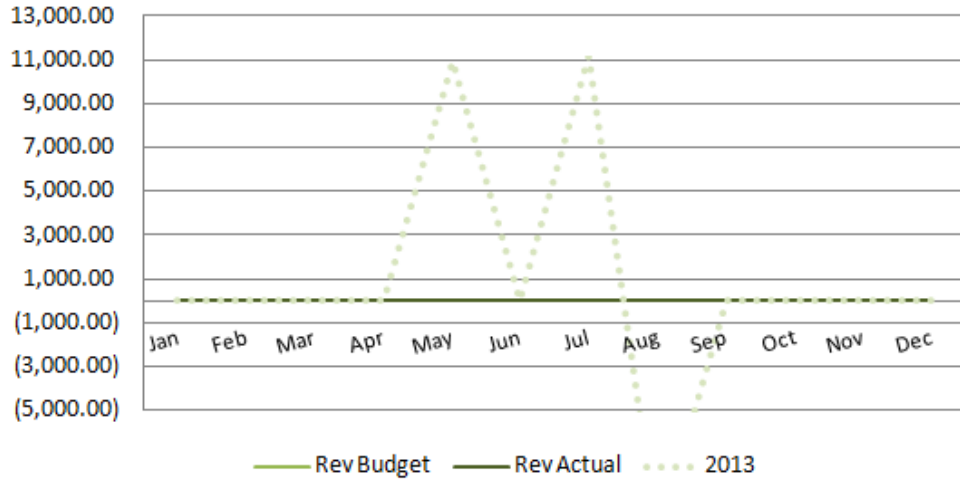
**Special Events Revenue by Month**



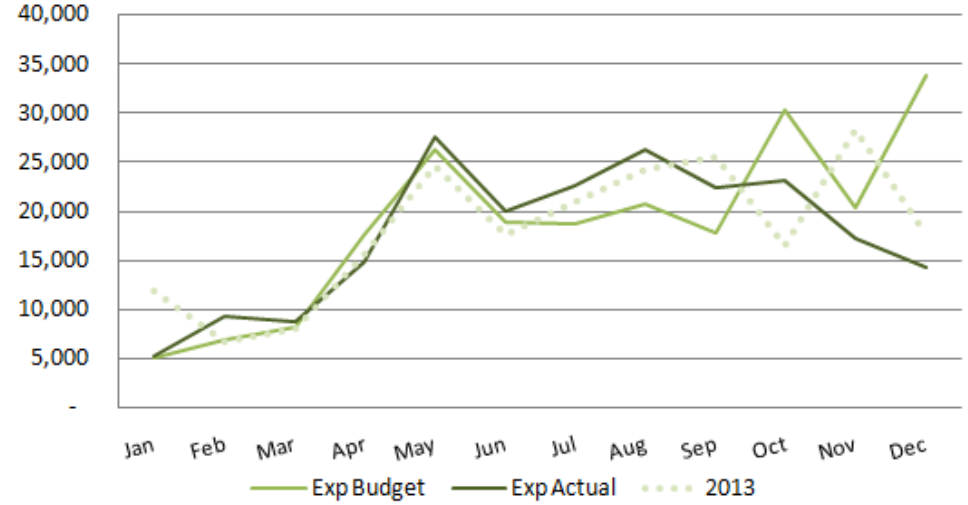
**RFP Special Events Expenditure by Month**



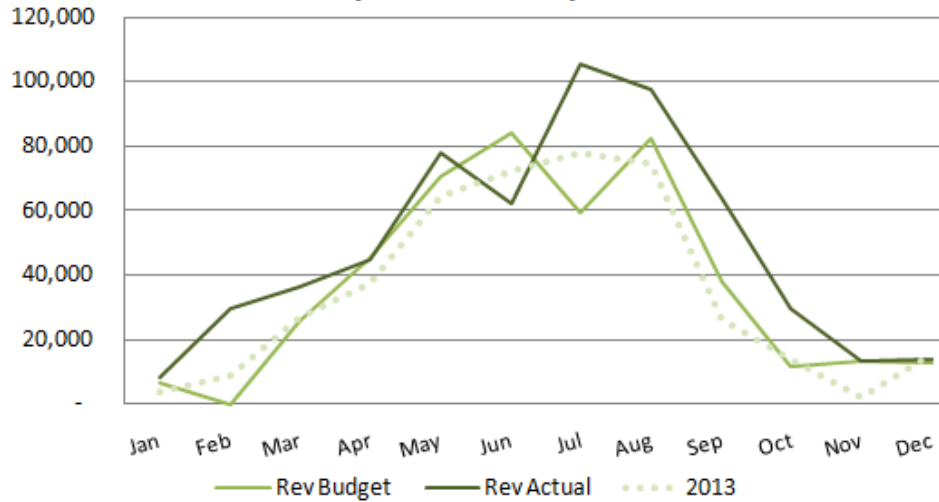
**Grounds Maintenance Revenue by Month**



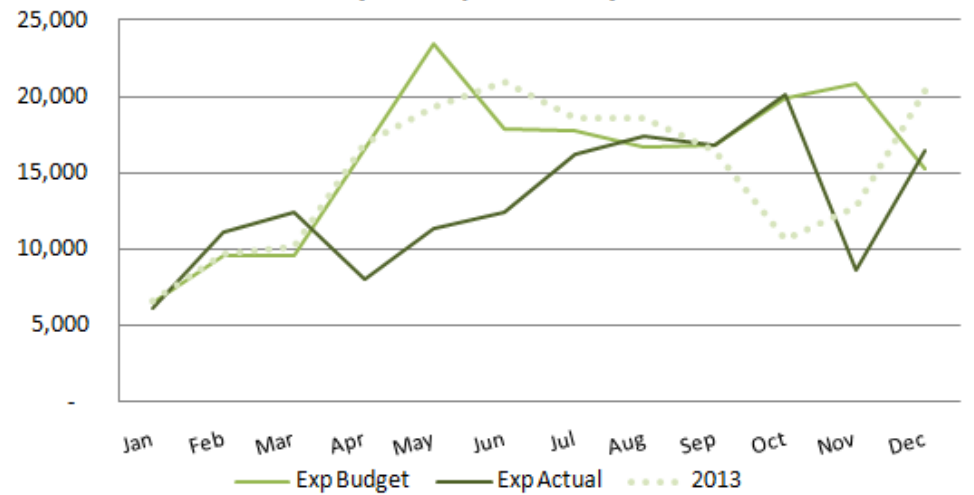
**Grounds Maintenance Expenditure by Month**



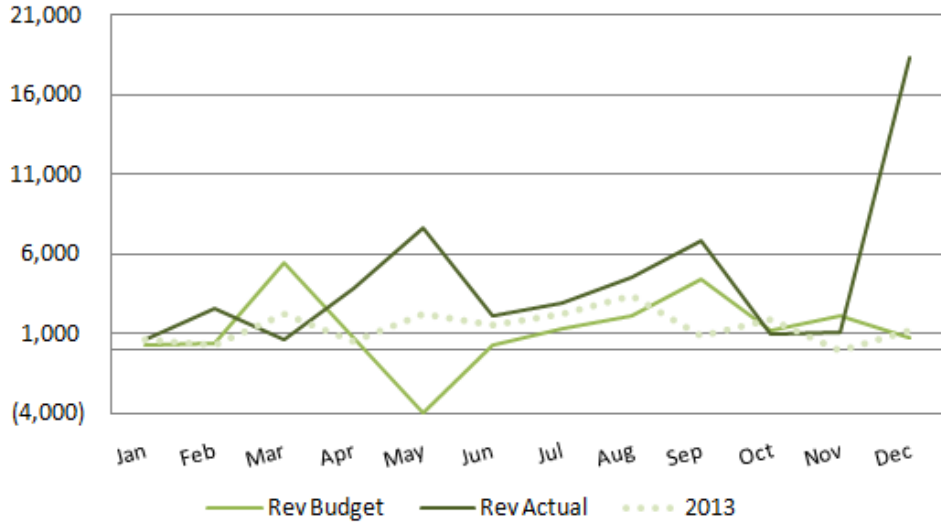
**Skyride Revenue by Month**



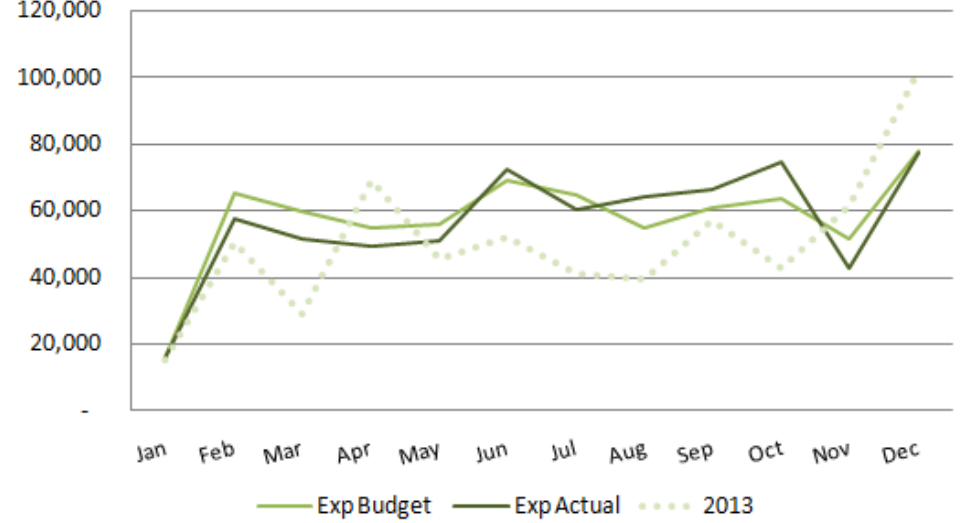
**Skyride Expendiure by Month**



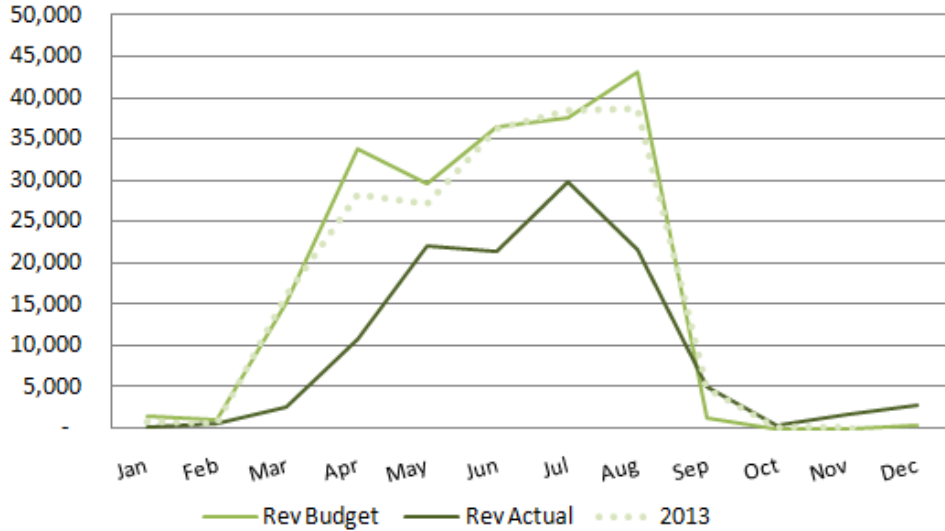
**General Facilities Revenue by Month**



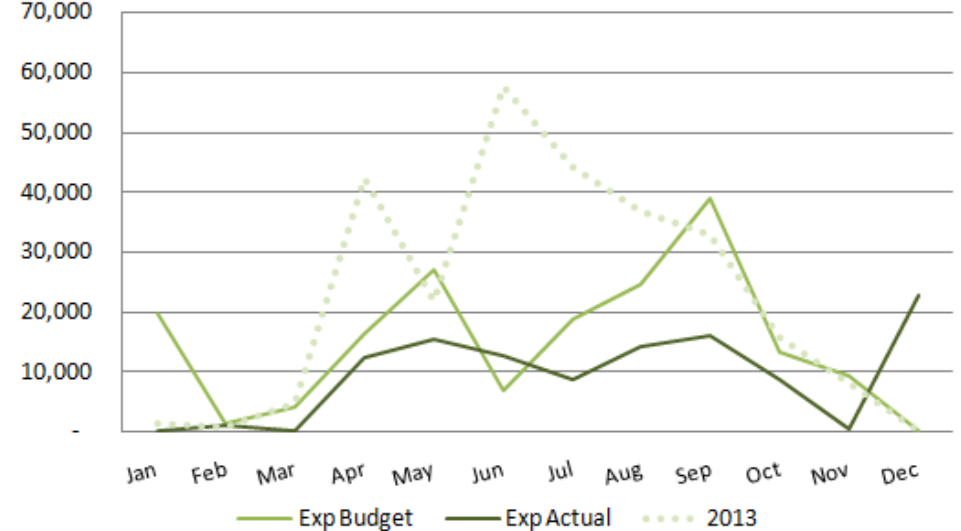
**General Facilities Expenditure by Month**



**IMAX Revenue by Month**

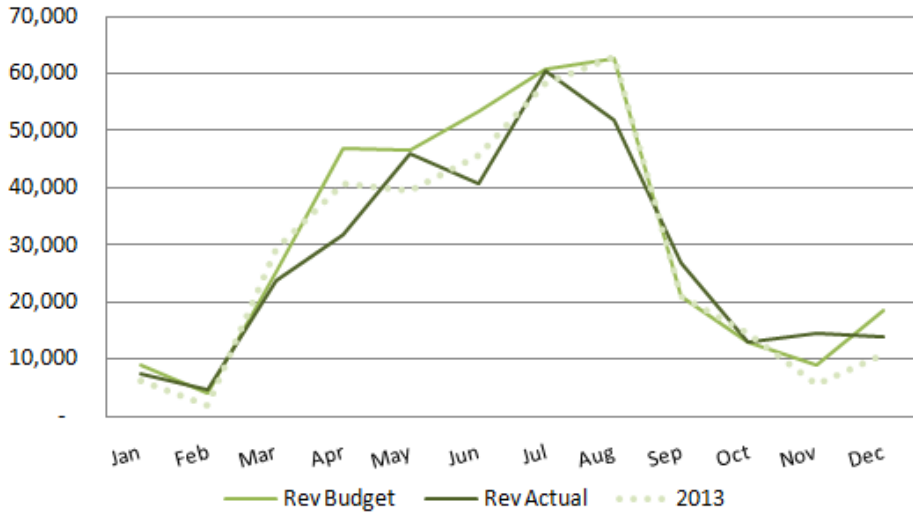


**IMAX Expenditure by Month**

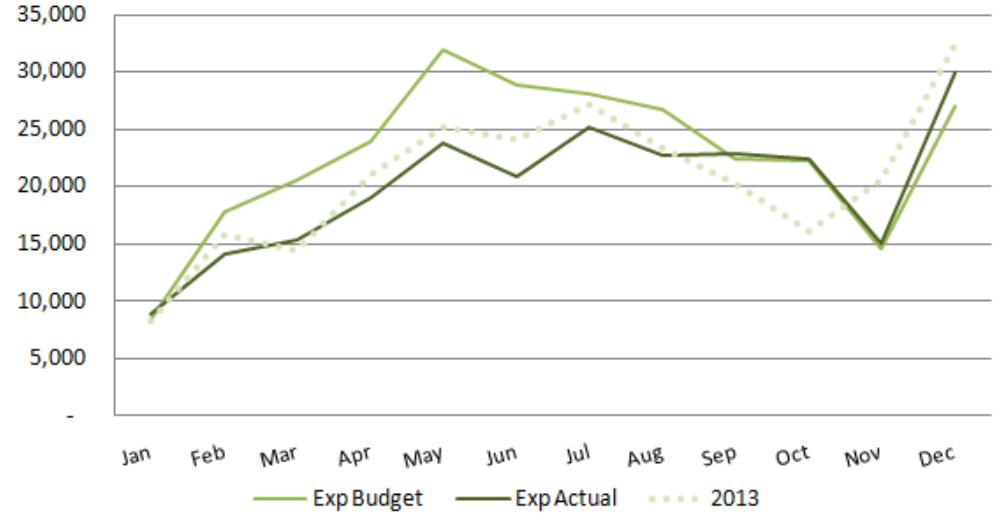




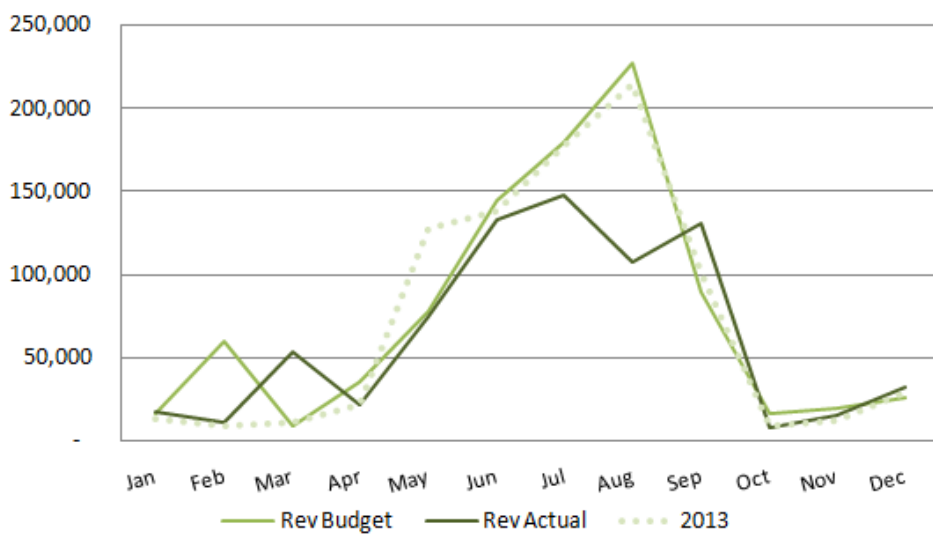
**Carrousel Revenue by Month**



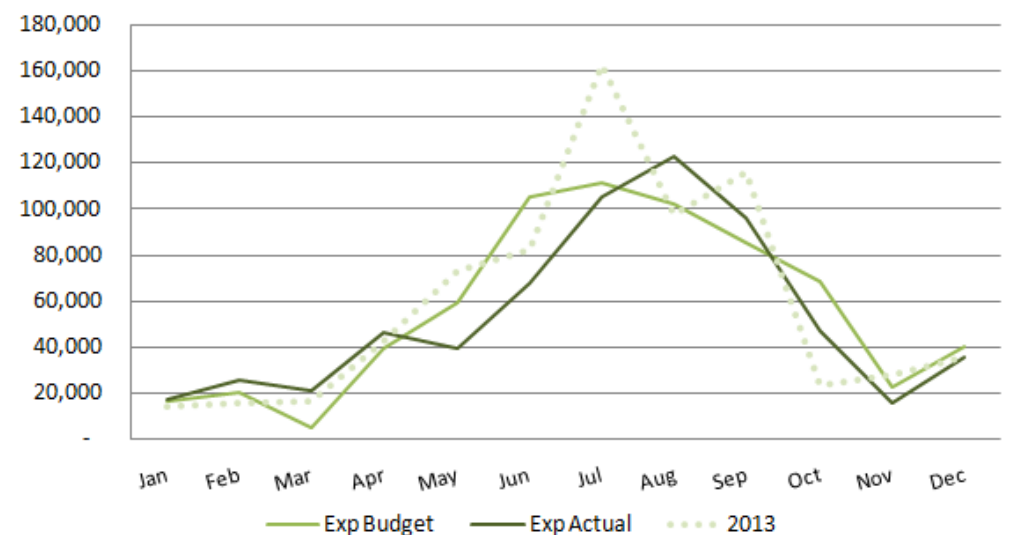
**Carrousel Expenditure by Month**



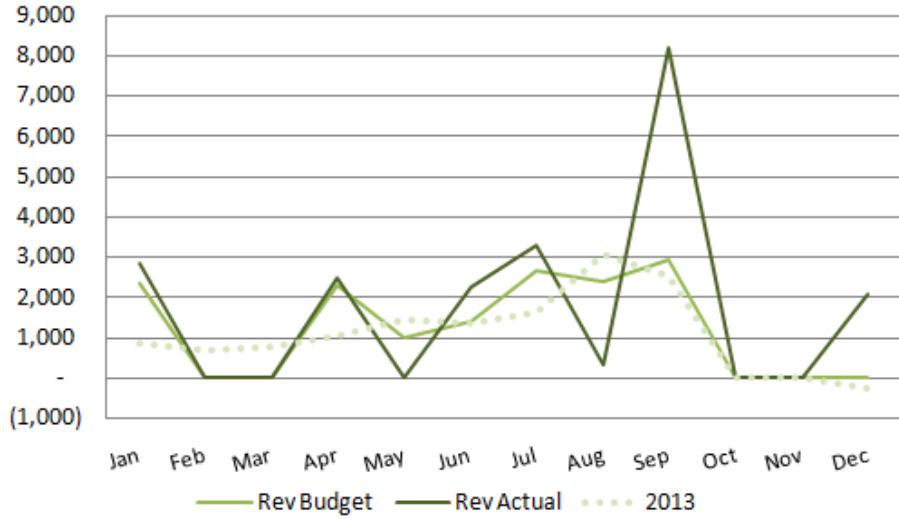
**Concessions Revenue by Month**



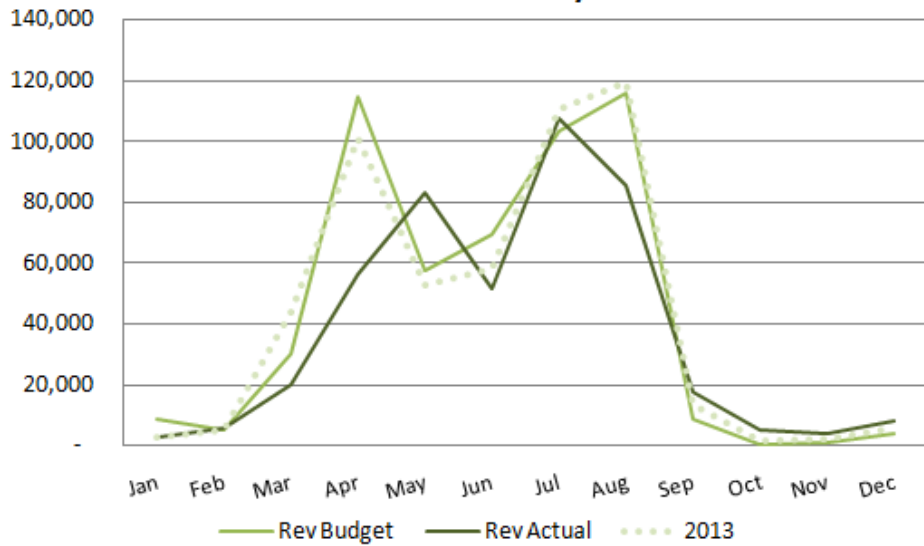
**Concessions Expenditure by Month**



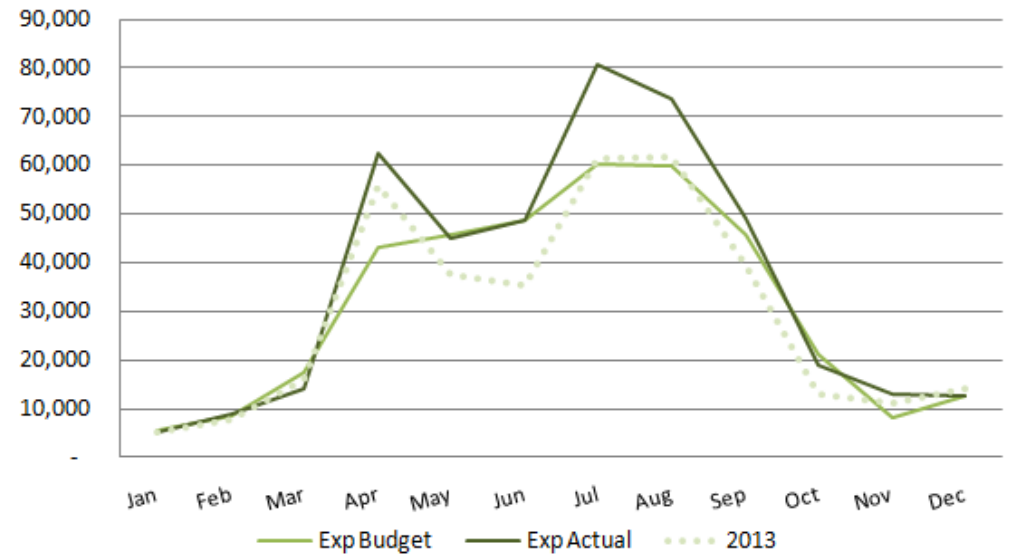
**Amusement Device Revenue by Month**



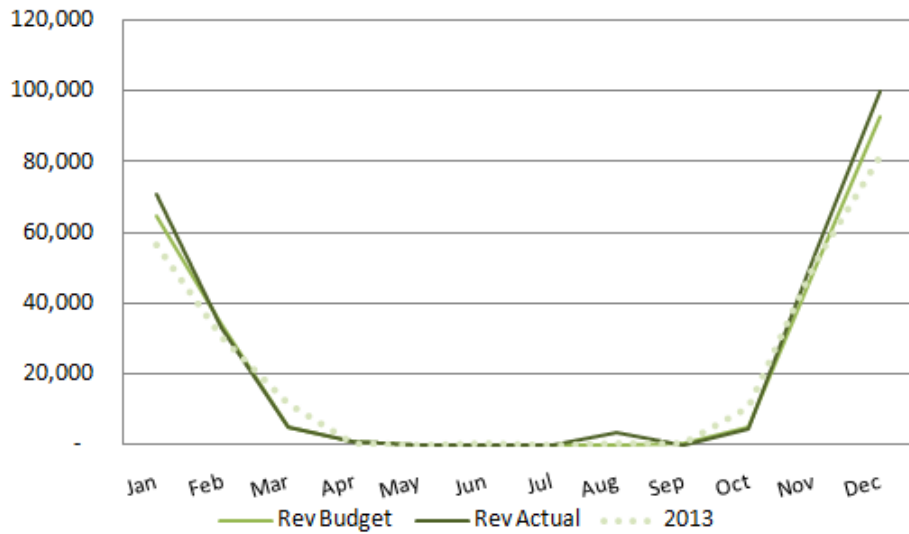
**Rides Revenue by Month**



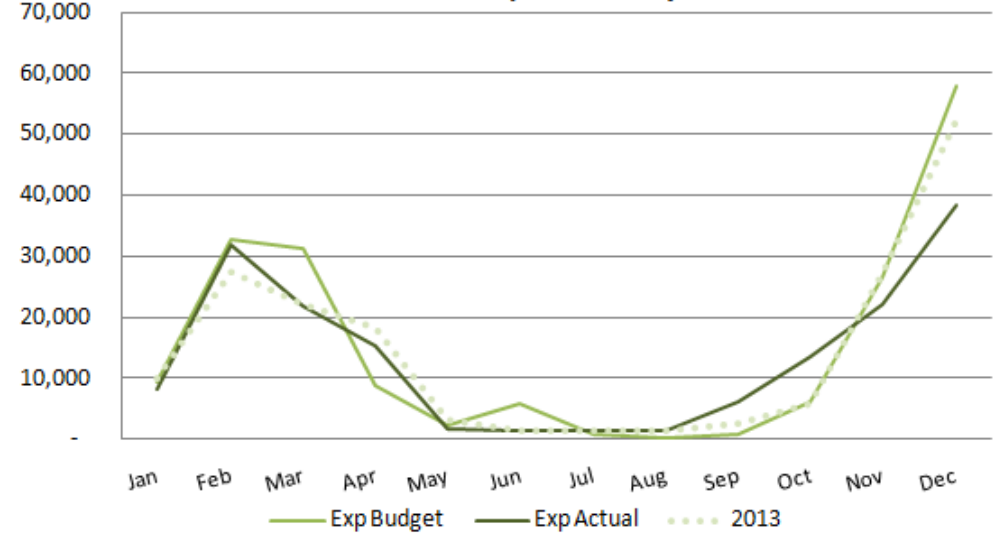
**Rides Expenditure by Month**



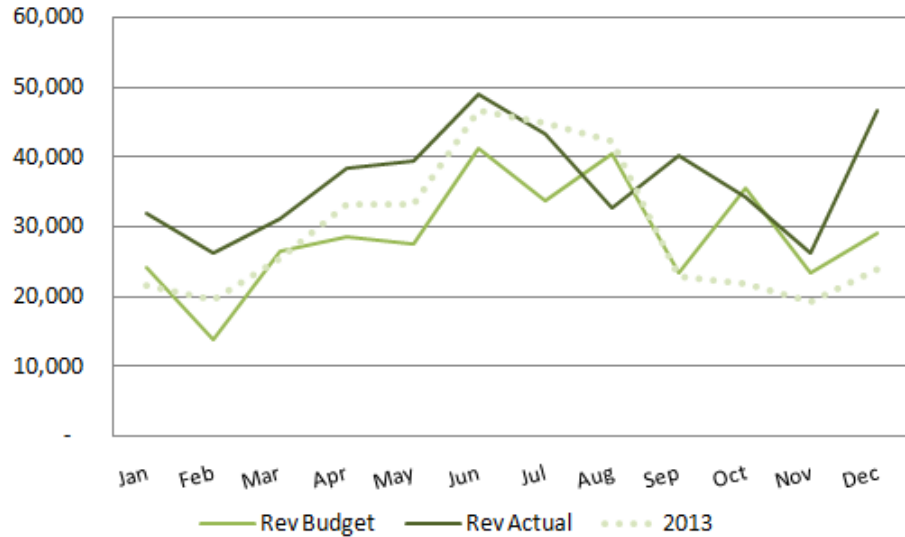
**Ice Palace Revenue by Month**



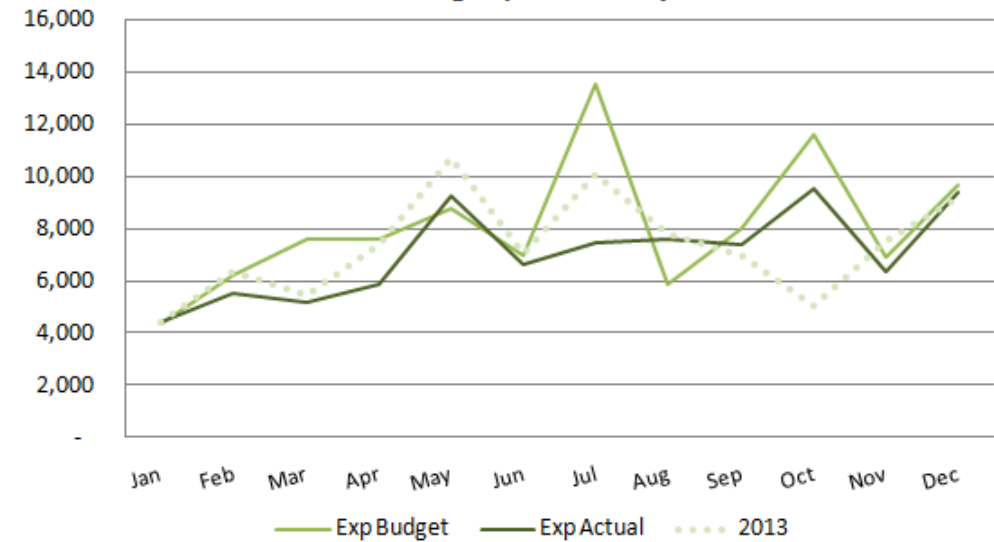
**Ice Palace Expenditure by Month**



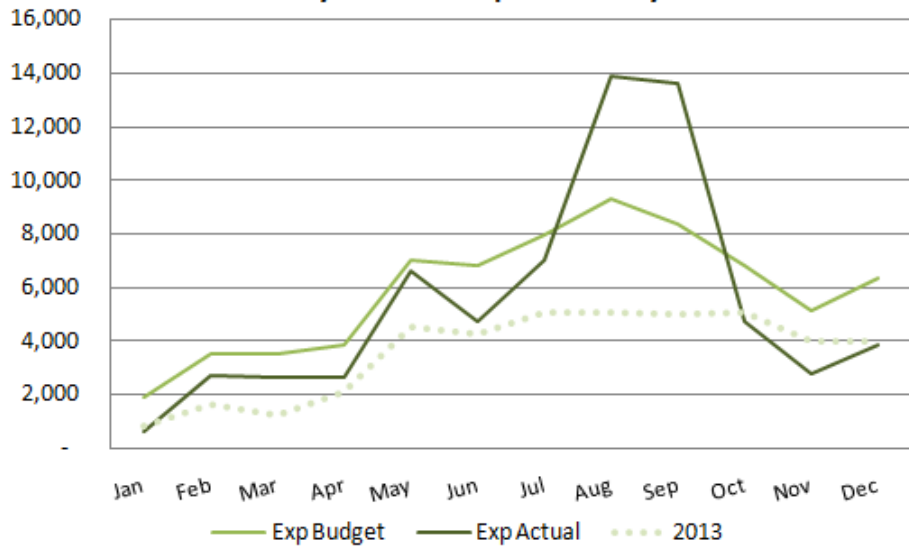
**Parking Revenue by Month**



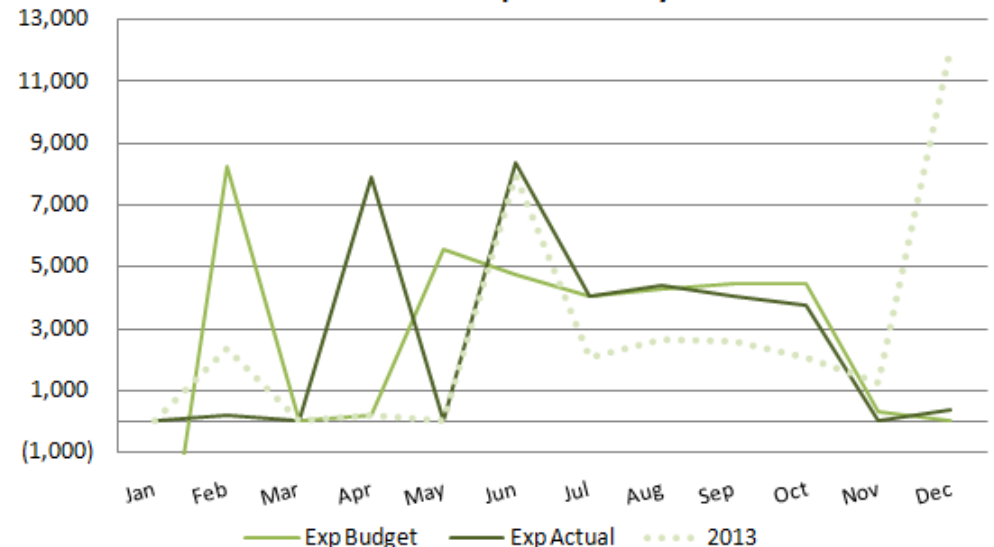
**Parking Expenditure by Month**



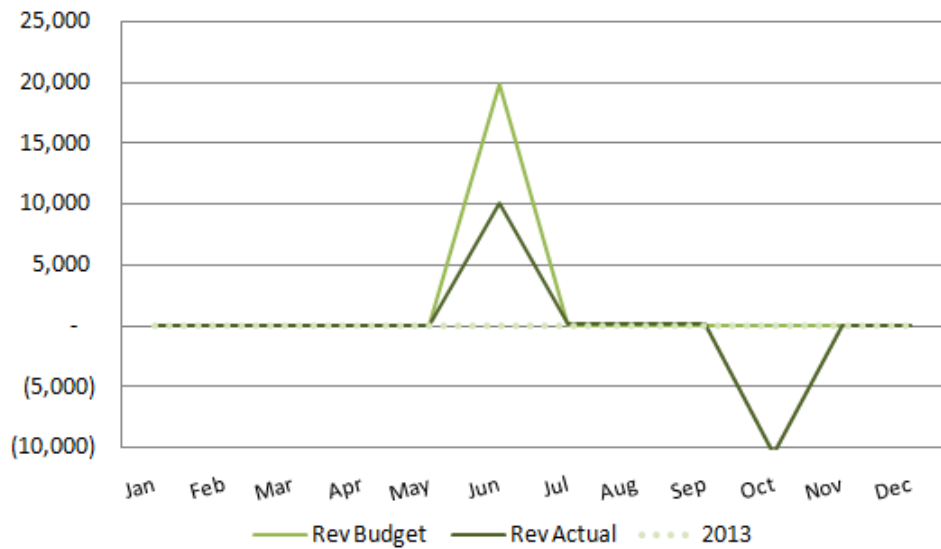
**Rotary Fountain Expenditure by Month**



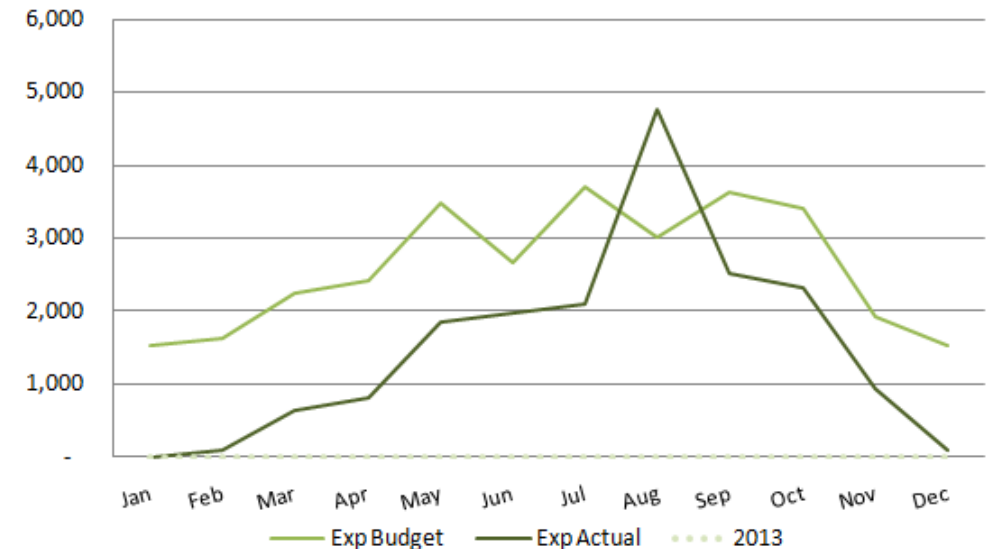
**E. Pavillion Expenditure by Month**



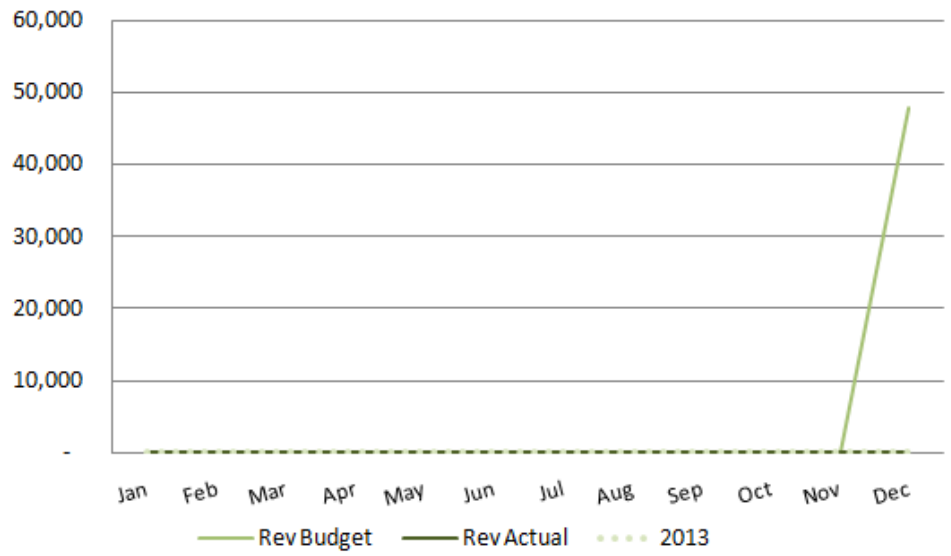
**Huntington Revenue by Month**



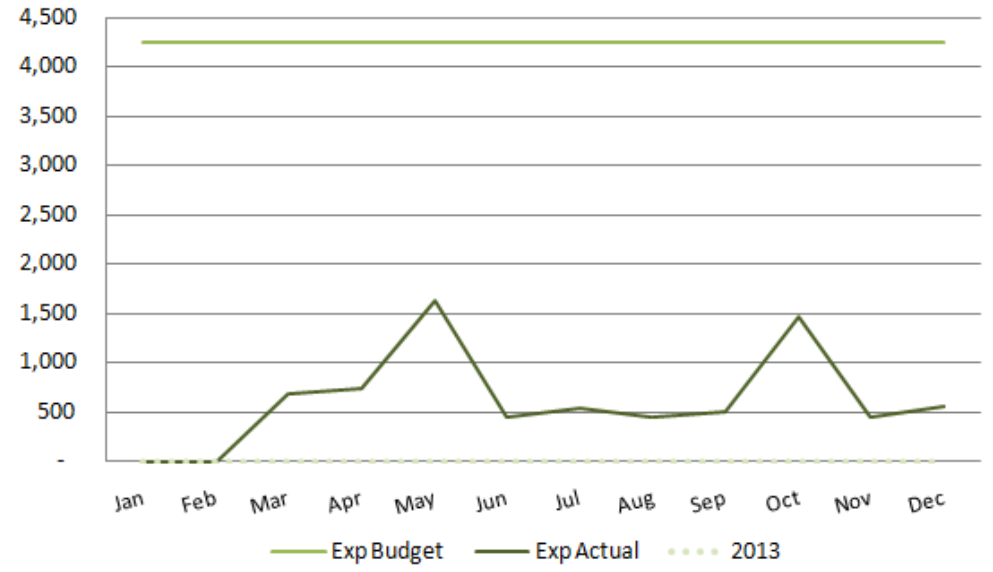
**Huntington Expenditure by Month**



**City Plaza Revenue by Month**



**City Plaza Expenditure by Month**



City of Spokane Parks & Recreation  
Riverfront Park - Monthly Revenue

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Dec YTD	Total
Security	Rev 2013	-	-	86	-	61	-	-	146	-	334	-	61	687	687
	Rev Budget	83	83	83	83	83	83	83	83	83	83	83	83	1,000	1,000
	Rev Actual	-	-	-	-	46	-	-	-	-	-	-	-	46	46
Special Event	Rev 2013	1,178	7,913	-	1,838	14,476	12,713	12,793	13,011	8,800	2,380	3,362	9,853	88,317	88,317
	Rev Budget	3,367	-	98	16,848	5,045	26,950	20,314	18,565	3,628	11,042	-	(5,858)	100,000	100,000
	Rev Actual	3,948	-	40	700	7,190	19,244	18,000	7,225	1,780	985	40,015	419	99,545	99,545
Ground Maint.	Rev 2013	-	-	-	-	10,911	-	11,154	(10,911)	-	-	-	-	11,154	11,154
	Rev Budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Skyride	Rev 2013	3,765	8,543	26,976	37,260	64,506	72,236	77,739	74,725	26,001	13,905	2,178	15,770	423,605	423,605
	Rev Budget	6,554	-	25,889	45,438	70,782	84,312	59,275	82,332	37,988	11,433	13,275	12,720	450,000	450,000
	Rev Actual	8,279	29,789	36,517	44,569	77,831	62,001	105,390	97,859	63,673	29,714	13,565	13,697	582,884	582,884
Facilities	Rev 2013	608	303	2,232	470	2,197	1,503	2,232	3,445	850	1,849	3	1,204	16,895	16,895
	Rev Budget	240	387	5,446	784	(3,983)	242	1,294	2,109	4,492	1,159	2,094	736	15,000	15,000
	Rev Actual	584	2,542	650	3,840	7,621	2,094	2,979	4,500	6,900	986	1,050	18,347	52,093	52,093
IMAX	Rev 2013	696	524	16,088	28,273	27,197	36,335	38,397	38,654	4,671	221	10	(2,242)	188,824	188,824
	Rev Budget	1,414	1,017	15,189	33,838	29,571	36,424	37,547	43,075	1,273	(19)	(1)	372	199,700	199,700
	Rev Actual	139	525	2,640	10,742	22,089	21,417	29,855	21,609	4,981	329	1,659	2,855	118,838	118,838
Carrousel	Rev 2013	6,240	1,861	29,381	40,835	39,625	45,764	58,448	62,853	20,914	14,515	5,626	10,968	337,029	337,029
	Rev Budget	9,047	3,920	25,389	46,947	46,703	53,408	60,614	62,685	20,849	12,914	8,945	18,580	370,000	370,000
	Rev Actual	7,458	4,757	23,701	31,928	46,097	40,712	60,515	51,749	26,910	12,969	14,648	14,019	335,463	335,463
Concessions	Rev 2013	13,434	8,488	11,273	21,622	127,529	138,177	177,833	215,115	100,726	8,828	12,351	28,683	864,058	864,058
	Rev Budget	16,488	59,488	8,349	35,445	77,301	144,652	180,059	227,630	89,519	15,853	18,986	26,230	900,000	900,000
	Rev Actual	17,449	11,211	53,173	21,692	74,293	132,813	148,096	107,996	131,062	7,492	14,691	32,450	752,418	752,418
Amusement Devices	Rev 2013	851	673	768	1,033	1,439	1,379	1,636	3,054	2,535	3	3	(278)	13,096	13,096
	Rev Budget	2,332	-	-	2,320	984	1,391	2,649	2,387	2,938	-	-	-	15,000	15,000
	Rev Actual	2,855	-	-	2,493	-	2,244	3,296	319	8,203	-	-	2,086	21,497	21,497
Rides	Rev 2013	2,700	5,185	43,969	101,248	52,998	58,158	110,880	119,330	13,548	1,273	1,837	5,977	517,104	517,104
	Rev Budget	8,728	4,907	30,323	114,890	57,814	69,701	103,188	115,905	8,518	626	1,189	4,211	520,000	520,000
	Rev Actual	2,855	5,720	19,820	56,572	83,358	51,426	107,885	85,669	17,347	5,189	4,024	8,147	448,013	448,013
Ice Palace	Rev 2013	56,462	30,570	11,480	576	3	205	(18)	398	335	10,412	51,407	81,550	243,378	243,378
	Rev Budget	64,692	33,937	5,140	896	(372)	-	-	-	294	5,041	50,078	92,795	252,500	252,500
	Rev Actual	70,689	32,975	5,067	700	11	-	-	3,500	-	4,352	54,155	99,635	271,083	271,083
Parking	Rev 2013	21,722	19,585	25,408	33,231	33,206	46,679	44,842	42,357	22,940	22,000	19,403	23,886	355,258	355,258
	Rev Budget	24,305	13,801	26,454	28,630	27,617	41,302	33,804	40,474	23,480	35,598	23,406	29,129	348,000	348,000
	Rev Actual	31,980	26,264	31,136	38,381	39,444	49,131	43,473	32,670	40,140	34,408	26,388	46,601	440,015	440,015
Huntington	Rev 2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rev Budget	-	-	-	-	-	19,917	-	-	-	-	-	-	19,917	19,917
	Rev Actual	-	-	-	-	-	10,124	101	102	103	(10,431)	-	-	-	-
City Plaza	Rev 2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Rev Budget	-	-	-	-	-	-	-	-	-	-	-	48,000	48,000	48,000
	Rev Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Undesignated	Rev 2013	-	3,805	-	-	-	-	8,153	(653)	750	-	-	-	12,055	12,055
Revenue Totals	Actual 2013	107,655	87,449	167,659	266,386	374,147	413,148	544,087	561,524	202,071	75,720	96,181	175,431	3,071,458	3,071,458
	Budget	137,250	117,541	142,361	326,119	311,543	478,382	498,829	595,247	193,062	93,729	118,054	226,999	3,239,117	3,239,117
	Actual 2015	146,235	113,782	172,743	211,619	357,980	391,206	519,590	413,198	301,099	85,993	170,194	238,256	3,121,896	3,121,896

Riverfront Park - Monthly Expenditures

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Dec YTD	Total
Security	Exp 2013	6,132	8,637	8,083	9,506	15,124	13,275	15,744	13,553	12,017	8,216	14,176	15,886	140,349	140,349
	Exp Budget	5,590	6,955	8,940	9,349	15,550	15,781	14,866	15,054	13,998	14,023	9,927	2,993	133,025	133,025
	Exp Actual	7,898	13,750	13,287	12,662	19,631	13,627	18,983	17,529	15,745	22,160	13,172	19,298	187,741	187,741
Special Event	Exp 2013	4,664	5,415	6,316	12,312	11,298	11,324	15,779	25,221	13,625	13,006	9,293	17,255	145,507	145,507
	Exp Budget	2,138	2,680	2,736	2,826	11,292	5,350	19,862	32,625	18,520	6,851	2,470	520	107,870	107,870
	Exp Actual	383	39	226	729	13,017	3,466	21,519	29,881	12,951	12,484	9,816	7,673	112,184	112,184
Ground Maint.	Exp 2013	11,825	6,695	8,044	15,589	24,637	17,589	20,856	24,300	25,577	16,430	28,294	17,543	217,377	217,377
	Exp Budget	4,998	6,895	8,147	17,677	26,198	18,969	18,725	20,678	17,743	30,329	20,392	33,819	224,570	224,570
	Exp Actual	5,263	9,240	8,786	14,744	27,515	19,946	22,613	26,222	22,336	23,162	17,300	14,198	211,324	211,324
Skyride	Exp 2013	6,673	9,717	10,231	16,981	19,353	20,918	18,564	18,552	16,459	10,672	12,797	20,371	181,288	181,288
	Exp Budget	6,467	9,611	9,527	16,564	23,429	17,834	17,713	16,660	16,772	19,931	20,797	15,304	190,608	190,608
	Exp Actual	6,124	11,148	12,421	8,098	11,362	12,381	16,256	17,399	16,815	20,116	8,632	16,461	157,213	157,213
Facilities	Exp 2013	15,205	50,266	29,080	69,015	45,291	52,096	41,111	39,496	57,313	42,880	61,198	102,357	605,308	605,308
	Exp Budget	15,644	65,037	60,083	54,918	56,111	69,062	64,869	54,859	60,722	63,575	51,465	78,119	694,464	694,464
	Exp Actual	15,595	57,358	51,357	49,213	51,178	72,275	60,618	64,060	66,249	74,663	42,809	77,186	682,561	682,561
IMAX	Exp 2013	1,487	865	4,642	42,510	21,993	57,601	44,228	36,743	32,958	15,654	8,005	292	266,978	266,978
	Exp Budget	19,756	1,292	4,161	16,506	27,025	6,977	18,881	24,562	39,093	13,339	9,188	107	180,886	180,886
	Exp Actual	-	974	190	12,317	15,495	12,567	8,694	14,110	15,960	8,613	319	22,858	112,098	112,098
Carrousel	Exp 2013	8,311	15,812	14,465	21,074	25,242	24,036	27,124	23,274	20,306	16,185	20,614	32,453	248,894	248,894
	Exp Budget	8,461	17,737	20,551	23,904	31,870	28,916	28,151	26,785	22,355	22,213	14,618	26,952	272,512	272,512
	Exp Actual	8,871	14,106	15,330	19,062	23,787	20,902	25,153	22,655	22,876	22,346	15,023	29,979	240,091	240,091
Concessions	Exp 2013	13,919	15,424	16,685	42,863	73,141	82,417	162,791	97,673	115,980	23,381	27,852	35,421	707,545	707,545
	Exp Budget	16,393	20,032	4,816	39,458	59,185	104,895	111,730	102,046	85,418	68,819	22,571	40,394	675,757	675,757
	Exp Actual	17,378	25,782	20,905	46,316	39,779	67,872	105,460	123,225	96,046	47,083	15,886	35,901	641,632	641,632
Amusement	Exp 2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Devices	Exp Budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Exp Actual	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rides	Exp 2013	5,125	7,860	16,151	55,718	37,661	35,298	61,471	61,705	39,255	12,963	11,145	13,994	358,346	358,346
	Exp Budget	5,479	8,396	17,558	43,092	45,861	48,839	60,086	59,799	45,754	21,123	7,983	12,560	376,530	376,530
	Exp Actual	5,046	8,870	13,934	62,559	44,983	48,725	80,729	73,838	49,236	19,072	13,141	12,754	432,886	432,886
Ice Palace	Exp 2013	9,981	27,266	22,139	18,153	3,160	1,300	1,440	1,374	2,466	5,897	27,172	52,185	172,533	172,533
	Exp Budget	9,376	32,754	31,127	8,797	2,371	5,648	889	68	819	5,954	26,533	57,766	182,103	182,103
	Exp Actual	8,296	31,784	21,632	15,248	1,682	1,369	1,210	1,305	6,002	13,606	22,157	38,424	162,716	162,716
Parking	Exp 2013	4,427	6,370	5,438	7,407	10,714	7,027	10,100	7,804	6,986	5,024	7,527	9,181	88,003	88,003
	Exp Budget	4,312	6,215	7,593	7,583	8,754	6,969	13,520	5,857	8,000	11,620	6,928	9,663	97,015	97,015
	Exp Actual	4,404	5,525	5,156	5,887	9,271	6,620	7,484	7,608	7,419	9,522	6,348	9,361	84,605	84,605
E. Pavilion	Exp 2013	-	2,371	-	222	-	7,971	2,053	2,631	2,601	2,054	1,229	12,013	33,146	33,146
	Exp Budget	(7,397)	8,231	-	218	5,563	4,775	4,075	4,286	4,471	4,486	293	-	29,000	29,000
	Exp Actual	-	196	-	7,925	-	8,377	4,037	4,384	4,027	3,782	-	396	33,124	33,124
Fountain	Exp 2013	857	1,655	1,251	2,094	4,534	4,242	5,086	5,052	4,999	5,058	3,976	3,993	42,797	42,797
	Exp Budget	1,905	3,519	3,514	3,879	7,050	6,840	7,960	9,344	8,356	6,806	5,130	6,332	70,635	70,635
	Exp Actual	636	2,744	2,658	2,665	6,595	4,718	7,055	13,916	13,650	4,707	2,760	3,886	65,991	65,991
Huntingtion	Exp 2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Exp Budget	1,525	1,617	2,236	2,409	3,487	2,671	3,706	3,004	3,634	3,399	1,915	1,525	31,128	31,128
	Exp Actual	-	84	649	807	1,847	1,981	2,099	4,763	2,515	2,331	940	85	18,100	18,100
City Plaza	Exp 2013	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Exp Budget	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	50,883	50,883
	Exp Actual	-	-	677	746	1,628	449	535	442	496	1,469	452	557	7,450	7,450
Expenditure Totals	Actual 2013	88,605	158,355	142,524	313,443	292,147	335,093	426,346	357,377	350,542	177,420	233,278	332,943	3,208,072	3,208,072
	Budget	98,887	195,212	185,231	251,419	327,986	347,767	389,272	379,866	349,895	296,707	204,450	290,294	3,316,986	3,316,986
	Actual 2015	79,894	181,600	167,206	258,976	267,771	295,273	382,445	421,338	352,324	285,116	168,755	289,019	3,149,716	3,149,716