



Spokane Park Board Agenda

3:30 p.m. Thursday, February 12, 2026
In-person in City Hall Council Chambers and
Webex virtual meeting
Call in: 408-418-9388
Access code: **2480 925 0299**

Park Board Members

[Vacant] – President
Gerry Sperling – Vice President
(acting President)
Garrett Jones – Secretary
Greta Gilman
Sally Lodato
Bob Anderson
Barb Richey
Kevin Brownlee
Doug Kelley
Lindsey Shaw
Lee Williams
Paul Dillon – City Council liaison

Agenda

1. **Roll call:** Gerry Sperling
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
 - A. Administrative/committee-level items:
 - 1) [January 8, 2026, regular Park Board meeting minutes](#)
 - 2) [Claims – January 2026](#)
 - 3) [Cascade Mini Excavating, Inc. \(dba CME Playgrounds\) / Delivered Playground Engineered Wood Fiber Chips As-Needed 2026 Value Blanket \(not to exceed \\$150,000\) – Carl Strong](#)
 - 4) [Berger Partnership, PS / Master Consultant Agreement 2026-2029 on-call landscape architecture services \(not to exceed \\$750,000.00\) – Nick Hamad](#)
 - 5) [Dig Studio, Inc. / Master Consultant Agreement 2026-2029 on-call landscape architecture services \(not to exceed \\$750,000.00\) – Nick Hamad](#)
 - 6) [Place Landscape Architecture, LLC. / Master Consultant Agreement 2026-2029 on-call landscape architecture services \(not to exceed \\$750,000.00\) – Nick Hamad](#)
 - 7) [ALSC Architects, PS / Master Consultant Agreement 2026-2029 on-call architecture services \(not to exceed \\$450,000.00\) – Nick Hamad](#)

- 8) [Architects West, Inc. / Master Consultant Agreement 2026-2029 on-call architecture services \(not to exceed \\$450,000.00\)](#) – Nick Hamad
- 9) [2026 Golf/Parks chemical/fertilizer value blanket NTE \\$350,000](#) - Mark Poirier
- 10) [CivicPlus Contract Renewal](#) – Rich Lentz

5. **Special guests:**

- A. Spokane Youth and Senior Centers' Association quarterly update – Steve Yunk, Southside Community Center

6. **Special discussion/action items:**

- A. Special action items:
 - 1) 2026 Park Board officers Nominating Committee report and slate – Greta Gilman
- B. Special discussion items: None

7. **Committee reports – action items:**

Urban Forestry Tree Committee: February 10, 2026 – Kevin Brownlee

- A. Action items: None

Land Committee: February 4, 2026 – Greta Gilman

- A. Action items: Six of six action items are presented on the consent agenda.

Recreation Committee: February 4, 2026 – Sally Lodato

- A. Action items: None

Riverfront Park Committee: The February 9, 2026, meeting was canceled. – Gerry Sperling

- A. Action items: None

Golf Committee: February 10, 2026 – Barb Richey

- A. Action items: The action item is presented on the consent agenda.

Finance Committee: February 10, 2026 – Bob Anderson

- A. Action items: The action item is presented on the consent agenda.

Development & Volunteer Committee: The DVC does not meet in February.

- A. Action items: None

8. **Reports:**

- A. President: [TBA – Agenda item 6.A.1]

- B. Liaisons:

- 1) Conservation Futures – Doug Kelley
- 2) Parks Foundation – Barb Richey
- 3) City Council – Paul Dillon

- C. Director: Garrett Jones

10. **Executive session**

- A. None

11. Correspondence

- A. Letters/emails: None

12. Adjournment

13. Meeting dates:

- A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. March 3, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. March 4, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: The March 4 meeting has been canceled. The next meeting is at 2:15 p.m. **April 1**, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. March 9, 2026, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. March 10, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. March 10, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. March 11, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

- B. Park Board: 3:30 p.m. March 12, 2026, Council Chambers, lower-level City Hall, and virtually via Webex

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

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JANUARY 2025 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - FEBRUARY 12, 2026**

PARKS & RECREATION:

SALARIES & WAGES	\$	644,540.08
MAINTENANCE & OPERATIONS	\$	534,137.55
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	21,078.55

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY		
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GOLF:

SALARIES & WAGES	\$	86,029.56
MAINTENANCE & OPERATIONS	\$	75,402.60
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	1,361,188.34

Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: 2/4/2026
Requester	Carl Strong			Phone number: ext 5415
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Maintain & Care	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Cascade Mini Excavating, Inc. (dba CME Playgrounds) / Delivered Playground Engineered Wood Fiber Chips As-Needed 2026 Value Blanket (not to exceed \$150,000)			
Begin/end dates	Begins: 03/01/2026	Ends: 02/28/2027	<input type="checkbox"/> 06/01/2525	
Background/history: Engineered wood fiber has become a wide spread industry standard in playground safety and is the primary product used in our parks system. At proper depth it meets safety standards as well as meets basic accessibility guidelines of the Americans with Disabilities Act. As our need is great, a value blanket was suggested as the best option of procurement. RFQ 6474-25 closed 1/23/26 with only one bid, CME Playgrounds at \$67.50 per cubic yard delivered. This value blanket will have the option for four (4) one-year renewals.				
Motion wording: Motion to approve Cascade Mini Excavating, Inc. (dba CME Playground) value blanket for delivered playground engineered wood fiber chips as needed, not to exceed \$150,000.00.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: CME Playgrounds Name: Shelly Haynie Email address: shelly@cmeplay.net Phone: 360-352-6378				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Carl Strong Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: NTE \$150,000 Budget code: 1950-54920-94760-56414-99999				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Business license Expiration date: <input type="checkbox"/> Insurance Certificate				

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: February 4, 2026	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Berger Partnership, PS / Master Consultant Agreement for 2026-2029 on-call landscape architecture services (not to exceed \$750,000.00)		
Begin/end dates	Begins: 02/12/2026	Ends: 12/31/2029	<input type="checkbox"/> 06/01/2525
Background/history: After the November passage of the citywide neighborhood park improvement & safety levy, the city issued RFQu #6470-25 seeking qualified consulting firms to provide landscape architecture services on an 'on-call' / 'as needed' basis from 2026-2029. 20 firms submitted proposals in response to the solicitation, and Parks intends to award approximately (6) contracts - awarding contracts in order from the highest ranked firm, to the second highest, and so on. After committee review, 'Berger Partnership' is the fourth highest ranked firm. As a result, staff is recommending contract award to this firm.			
Motion wording: Motion to approve Berger Partnership, PS. master contract for 2026-2029 on-call landscape architecture services not to exceed \$750,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Berger Partnership, PS. Name: Guy Michaelson Email address: guym@bergerpartnership.com Phone: 206.492.5565			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Garrett Jones Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: not to exceed \$750,000 Budget code: 1950-54920-94760-56504			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-390-443 Business license expiration date: 11/30/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

MASTER CONSULTANT AGREEMENT

**Title: 2026 – 2029 ON-CALL LANDSCAPE
ARCHITECTURE SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **THE BERGER PARTNERSHIP PS**, whose address is 1927 Post Alley, Suite 2, Seattle, Washington 98101, as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide 2026 through 2029 On-Call Landscape Architecture Services; and

WHEREAS, the Consultant was selected through a Request for Qualifications #6470-25 issued by the City.

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 12, 2026, and shall end December 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments (“Task Assignments”) on the beginning date above. The City will acknowledge in writing when the Task Assignment 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 the Request for Qualifications #6470-25 and Berger Letter of Submittal and Response to RFQ dated December 15, 2025, which is attached as Exhibit A and Berger Hourly Rate (adjusted), which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls. As noted in Attachment 1 to Exhibit A – RFQu 6470-25, City may utilize federal grant monies to compensate portions of the work covered by this contract. To the extent federal grant monies are utilized for payment, Consultant agrees to comply with the grant requirements set forth in Attachment 1 that are not otherwise expressly identified as terms of this contract (i.e., such as the debarment and suspension requirements set forth in paragraph 12 herein).

This agreement covers yet to be defined landscape architecture work associated with the City of Spokane park improvement projects, which will be further defined in individual Task Assignments.

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. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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 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. 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 Consultant 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. SOCIAL EQUITY REQUIREMENTS.

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.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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 Title 48;

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98, (signed December 15, 2025).

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual

termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. MISCELLANEOUS PROVISIONS.

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

- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. 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 Agreement, 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.

THE BERGER PARTNERSHIP PS

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

Exhibit A – RFQu 6470-25 Response and Company’s Letter of Submittal dated December 15, 2025
Exhibit B – The Berger Partnership PS - Hourly Rates (Adjusted)

26-016a

EXHIBIT A

EXHIBIT B

Berger Partnership Hourly Rates (Adjusted)

2026-2029 ON-CALL Landscape Architecture Services

(RFQu) No. 6470-25
City of Spokane
December 15, 2025



3.2 LETTER OF SUBMITTAL

December 15, 2025

Thea Prince
City of Spokane Purchasing Department

Request for Qualifications (RFQu) No. 6470-25: 2026-2029 On-Call Landscape Architecture Services

Dear Selection Committee:

We are excited to see Spokane Parks and Recreation's long-term planning come to fruition with an ambitious list of new projects and renovations for beloved parks in Spokane. This effort is generational! The community and the parks department have defined a clear course of action to carry the park system well into the future with an actionable list of projects. Now comes the rewarding opportunity for you to deliver on that vision and commitments. We are excited about all that Spokane Parks is embarking on and offer our team's expertise to help you realize your vision.

While you may know us as the landscape architecture firm that led the Riverfront Park project, you may be less familiar with the full breadth and range of services we offer parks departments throughout the state. We work extensively as trusted advisors to solve problems, support staff, and help shape and implement projects of all sizes and scope. We bring experience as on-call landscape architects for parks departments like the City of Chelan or as the go-to landscape architect for small-scale projects as procurement requirements allow. This work includes surgical interventions within existing parks, modest scale and small budget improvements for playground and restroom renovations or replacements, new utilities (for gray and green infrastructure), and the implementation of new amenities within existing park facilities such as we've done for the cities of Seattle, Kent, and Auburn.

Our team is led by Guy Michaelsen, who brings a love for Spokane and looks forward to learning and doing more to build community in your city. Guy is the initial contact to leverage his familiarity with people and the city to shape the right team to support your needs. Anna O'Connell as principal-in-charge, is recognized for quickly understanding project scope and intents and turning those into actionable next steps leading to a built reality. We offer you three of our most experienced project managers with exceptional portfolios of designed and implemented park projects—each with their own special superpowers: Jordan Zlotoff, Laura Laney, and Stephanie Woirol. In addition, your projects will be bolstered by the vision, passion, technical expertise, and horsepower of our entire office to ensure projects are completed on time.

To support your wide-ranging needs we have included KPFF to guide all aspects of engineering, particularly civil and site design. We have chosen not to provide other consultants, such as architecture, and welcome the opportunity to choose the right consultant with you as needed.

We are excited by the opportunity to support you to meet the expectations of your community. We look forward to the opportunity to further this conversation and find those projects where we might be the right fit to support your vision.

Sincerely,

Berger Partnership PS



Guy Michaelsen
Principal, PLA, FASLA
guym@bergerpartnership.com
206.492.5565



Anna O'Connell
Principal
annao@bergerpartnership.com
206.492.5562

Landscape Architecture
Urban Design



- A. The Berger Partnership, P.S.
Contact: Guy Michaelsen, PLA, FASLA
1927 Post Alley, Ste. 2,
Seattle, WA 98101
206.492.5565
guym@bergerpartnership.com
- B. Legal Status: Corporation
Location: Seattle
- C. Berger Partnership does not have any current or former employees from the participating Agencies as of the date of the Proposal or during the previous twelve months.
- D. Berger Partnership meets the minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications."
- E. Berger Partnership will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.
- F. Firm certifies it has not been disbarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance Programs
- G. Firm acknowledges that it will not subcontract with and Firms or consultants which do not meet the above criteria.

1927 Post Alley, Ste. 2
Seattle, WA 98101
206.325.6877

3.3 CONTRACT MANAGEMENT PROPOSAL

A. APPROACH & METHODOLOGY

Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of an on-call master contract for services as summarized in section 2. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

We understand that the projects and associated design that are part of this project cover a broad range of landscape architectural work types and scales. There is a substantial and impressive list of projects to be realized with varying degrees of definition which need to be led to constructed reality. The opportunity of this on-call contract is for your team to select who will best supports you in leading each project to reality. We look forward to helping you determine for which projects we might be the right fit.

We understand that a wide range of projects requires a team that can nimbly address a scope of work ranging from infusing park renovations with new vitality, safety, and longevity, as well as the wholesale replacement of aging park facilities with new amenities, and the introduction of new elements into existing parks.

Our approach to your project is to build a team that is malleable and experienced to best help you identify and then serve your needs. In addition to the proposed team, we also offer our broader firm to ensure the right people are appointed to serve all your project requirements.

A couple of examples of how we've help the Mercer Island Parks Department meet similar goals include the following projects.

Creative Approach: One Client, Two Projects, Two Approaches

Mercerdale Park Renovation

This community driven playground renovation features inclusive play design for all ages and abilities. Our assistance with the final color scheme focused on natural themes with strategically placed bright colors to create a fun and unique environment while being sensitive to sensory stimulation. An industrial palette anchors the multi-level train play sculpture, intrinsic to its form, but also acts as an intentional relationship to the community's cultural identity.

Deane's Children's Park Renovation

The renovation for Deane's Children's Park is in master planning development but going deeper into design than a typical master plan because the client wants to build right out of this process. The project has a goal of being Mercer Island's destination playground focused on inclusivity.

The project site is heavily wooded, so the design uses a combination of EWF and PIP, with strategic placement of PIP to get users to designated transfer points. The project includes full parking revamp (expansion, increasing and meeting ADA parking stall requirements); new, centrally located restroom with adult-sized changing tables; and clear wayfinding, as the forested site has complex site circulation through the trees.

Most of the park will be new play equipment, enriched with a variety of inclusive elements. The master plan also includes directives on how to renovate the beloved site's dragon play sculpture to make it more accessible for adaptive play (for example, proposing PIP surfacing 'wings' be created as ramps into the belly of the beast).



Mercerdale Park involved choosing new colors for playground equipment.

B. SAMPLE WORK PLAN

Provide a detailed description of a sample work plan for the scoping and implementation management of a sample park improvement project (or task) which is generally consistent with all or a portion of the task work described in section 2. This response should convey the Firm's understanding of park improvement projects and scoping/implementing project work for a municipal client. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.

Guy Michaelsen is listed as our initial point of contact, bringing his familiarity with Spokane, your parks department, and many others in the community, as well as a knowledge of place and a love of the Spokane landscape. Even as he brings this familiarity, he also loves to dig in more, learn more, and recognizes what he does not yet know. There is always much to learn as we do our jobs. Guy will act as the clearinghouse for all projects to understand specific project needs and be the first step in building the team for you.

Guy will work in tandem with Anna O'Connell to add definition to your project and chart a course of action and schedule to meet your needs and build the right team within our firm to support your project. Project managers, Jordan Zlotoff, Laura Laney, and Stephanie Woirol have been identified in this structure as priority project managers based on their proficiency, passion for park design, and their unique superpowers. Finally, our whole listed team is supported by our full office of 29 people to do whatever is needed. Our subconsultant team can be included as needed for specific aspects of each project.

Description of Sample Work Plan

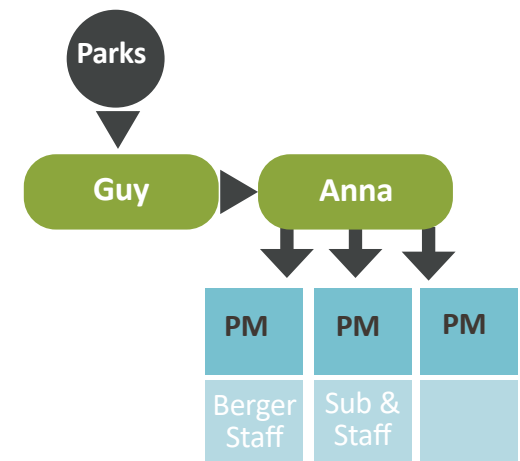
Guy Michaelsen as initial point of contact receives the request for potential collaboration on a project and seeks to understand, ask questions, and offer insight for the services that might be needed for that specific project.

- **Step 1:** Understand how much design is needed, and in what area: for example, is the design outcome fully defined in form, character, and experience in a way that translates into actionable, biddable construction documents for execution? Conversely, is there an idea of an improvement that still requires the development of form and experience, and potentially even public involvement, to better define the project before it moves on to development and documentation?
- **Step 2:** Guy and Anna will develop a schedule for implementation of the scope, and a scope and fee for the work. Developing the scope and fee is not merely for definition of a contract, but it is a critical step in developing a mutual understanding of the project intent, outcomes, schedule, and deliverables. They will further detail a project approach for the specific project.
- **Step 3:** Guy and Anna build an internal and subconsultant team appropriate to the scope. They will choose the right project team for project-specific needs including internal project management of Jordan, Laura, or Stephanie, or if scope dictates another Berger project manager. Involvement of the subconsultant team would depend upon the engineering and environmental needs. Additionally, are there any missing pieces to be added to the team, such as lighting design, electrical design, or architectural services?

- **Step 4:** Anna and the selected team further hone and develop project scope, schedule, and deliverables for approval of Spokane Parks to be codified as the project contract.
- **Step 5:** The project team then executes the project according to the mutually determined plan and identifies and communicates to Spokane Parks when inevitable departures or changes to that plan occur.

With the Contract in Place, the Project Work Begins

- **Communication Plan:** While all communication from the Spokane Parks team is welcome, we will develop a clear communication plan for each scope of work. Once scope, fee, and contract are finalized, the primary contact will be the designated project manager. The project manager will develop a communication schedule shaped around a cadence of regular design meetings to meet with both you and the internal design team.
- **Scope:** While each scope of work will differ based on the project, all scopes will clearly identify project milestones for your review and review by any other necessary agencies.



3.4 FIRM & STAFF QUALIFICATIONS

A. BERGER PARTNERSHIP

LANDSCAPE ARCHITECTURE

We are a passionate group of landscape architects and designers who love parks, open spaces, and building community. We are a firm of 29 landscape architects and designers who bring a passion for landscape architecture and building soul and character for community.

We are licensed to do business in the State of Washington, in business since 1971. Our portfolio contains dozens of public design, planning, and construction projects for parks including public engagement, ADA improvements, site plans, hardscape, play areas, wayfinding, trails, SEPA, and planting design. Additionally, we propose a team of engineering subconsultants to assist with the complexities of stormwater, complex environmental permitting, and other requirements, as needed.

Our principals, Guy Michaelsen and Anna O'Connell, have current Washington State professional licenses in Washington State as Landscape Architects. Our subconsultant team contains licensed professionals.

Berger Partnership maintains a staff of 29 landscape architects, technicians, and administrative staff who bring a diversity of backgrounds and experiences that benefit all of our projects. Our work includes a range of project types and sizes including on-call contracts.

Our work in Spokane includes:

- Riverfront Park, Pavilion, and Howard Street Promenade
- WSDOT, Children of the Sun Trail US 395-NSC, Spokane
- Spokane Conservation District, Living Light Signage
- Spokane Cultural Trail
- Gonzaga University, Kardong Bridge Panels

To support common park scopes, our team can include KPFF, as needed, who can guide all aspects of engineering, particularly civil:

- KPFF Consulting Engineers, Spokane: Mark Brower

We have worked with KPFF in the past, and would be pleased to bring them onboard as needed for any on-call work.



3.4 FIRM & STAFF QUALIFICATIONS

B.



Guy Michaelsen, PLA, FASLA

Principal

Role: Contractual Authority, Prime Contact

Landscape Architect,
Washington, #730

Guy inspires others to imagine what can be, opening people's eyes to opportunities hiding in plain sight. He brings a wealth of experience in Spokane.

Guy's passion is designing spaces that enhance the public realm, contributing to the vitality of a city while adding to its cultural character. He brings a track-record of designing spaces that enhance the public realm and shape the culture and character of a community. Many of his corridor master plans and visioning studies serve as placemaking catalysts that define the urban realm while establishing an unforgettable open space experience.

Relevant Projects:

Riverfront Park and Howard Street Promenade Master Plan and Implementation, Spokane
WSDOT, Children of the Sun Trail US 395-NSC, Spokane
Spokane Cultural Trail Master Plan, Spokane
Spokane Conservation District, Living Light, Spokane
Gonzaga University, Kardong Bridge Interpretive Panels, Spokane
Ashley Creek Park, Kalispell, MT
Totem Lake Master Plan and Artist Coordination, Kirkland
Surrey Downs Park, Bellevue
Quincy Vision Plan and West Gateway, Quincy
Redmond Central Connector Master Plan, Art Master Plan, and Phases 1-3, Redmond
Eastrail Wilburton Framework Plan and NE 8th Crossing, Bellevue
Cross Kirkland Corridor Trail and Linear Park Master Plan and Art Implementation Plan, Kirkland
Downtown Olympia Waterfront, Olympia
Meydenbauer Bay Park Phase 2, Bellevue
Former Wayne Golf Course Site Master Plan, Bothell
Forest Thread Park, Global Technology Campus, Redmond



Anna O'Connell, PLA, ASLA

Principal

Role: Project Lead

Landscape Architect,
Washington, #1217;
Montana, #29662

Anna's strong leadership skills ensure that her projects run smoothly. She skillfully anticipates issues associated with the complicated layers of construction, ensuring that the appropriate steps are taken at the appropriate time to realize the long-term project goals and vision.

Anna's experience ranges from park master plans to large-scale campus development. She is inspired by the challenge of crafting unique, ecologically sensitive spaces that resonate with the inherent qualities of the site. She looks at each project as an opportunity to enhance community by creating places that draw people in to connect with each other and their environment.

Relevant Projects:

Bridle Trails Valley Creek Park, Bellevue
Yelm Highway Community Park, Olympia
Downtown Olympia Waterfront, Olympia
Ashley Creek Park, Kalispell, ID
Genesee Park and Restroom Upgrades, Seattle
Washington Park Arboretum Pacific Pathways, Seattle
Madrazo Memorial Park, Bothell
Forest Thread Park, Global Technology Campus, Redmond
Former Wayne Golf Course Site Master Plan, Bothell
University of Puget Sound, Campus Development Plan, Tacoma
University of Puget Sound, Wheelock Student Center, Tacoma

3.4 FIRM & STAFF QUALIFICATIONS



Jordan Zlotoff, PLA

Associate

Role: Project Manager

Landscape Architect,
Washington, #1480

Jordan is an amazing facilitator of design teams who brings a passion for integrating complex. Infrastructure needs as part of amazing park experiences.

Jordan's work is devoted to developing cooperative relationships between natural processes and cultural use patterns to develop places that are beautiful, environmentally sensitive, and functional. Of particular interest are projects in the public realm where site-oriented design can begin to develop a narrative that joins people to the landscape in which they live and work through the physical, emotional, and intellectual experience of the environment.

Relevant Projects:

Van Doren's Landing Park and Trail Conceptual Plan and Implementation, Kent

Springwood Park Renovation, Kent

Edgewood Community Park Master Plan and Implementation, Edgewood

SE Redmond Park Master Plan and Implementation, Redmond

Lake Boren Park, Boardwalk, and Viewing Platform, Newcastle

King County Central Maintenance Facility, Renton

Stadium East Campus (S) Commercial Campus (Salmon Safe certified)

Issaquah Creek Trail, Lake Sammamish State Park, Issaquah

South Lake Tahoe Park Master Plan and Phase 1 Implementation, South Lake Tahoe, CA*

**Project completed while with another firm*



Laura Laney, CPSI

Associate

Role: Project Manager

Certified Playground Safety Inspector
(CPSI)

Laura is a strong project leader to understand both detailing and management of parks projects. She is CPSI certified and integral to shaping all of our playgrounds.

As the point of contact, Laura will coordinate with Berger's in-house team as well as the subconsultant team to develop schedules and guide the development and assembly of deliverables. Landscape architecture is the medium with which Laura merges her appreciation for the environment with her love for people and places, blending ecological systems seamlessly into urban contexts. She is dedicated to transformative development and inspired by cultural landscapes worldwide that can lend themselves to new perspectives on sustainability, programming, and connectivity.

Relevant Projects:

Bridle Trails Valley Creek Park, Bellevue

Mercer Island Parks Play Area Renovations, Mercer Island:

- Roanoke Park
- First Hill Park
- Deane's Playground

Mercerdale Park Playground Update, Mercer Island

Forest Thread Park, Global Technology Campus, Redmond

Kent Park and Open Space Plan 2022, Kent

Si View Comprehensive Plan, Si View Metropolitan Park District, North Bend

San Pedro Creek Culture Park Improvements Project, San Antonio, TX*

Confluence Park, San Antonio, TX*

San Pedro Springs Park, San Antonio, TX*

Woodlawn Lake Park Recreation Center, San Antonio, TX*

**Project completed while with another firm*



Stephanie Woirol

Project Manager

Role: Project Manager

Stephanie ensures projects stay on schedule and budget while remaining true to the vision and meeting high-quality design goals.

Stephanie is fascinated by aspects of design that contribute to the relationship between space and place. Two of her favorites are the interaction of sculpture and space, and how cultural and ecological connections on multiple scales contribute to and inform the experience of space. In design and life, she believes in the importance of observing, respecting, and considering each element in the landscape, recognizing that each holds importance and is crucial to its place.

Relevant Projects:

West Fenwick Park Renovation, Kent

Bridle Trails Valley Creek Park, Bellevue

Chelan Parks On-Call, Chelan

Surrey Downs Park Master Plan and Implementation, Bellevue

Ballinger Park Master Plan, Viewing Platform, and Trails, Mountlake Terrace

Meydenbauer Bay Park Phase 2, Bellevue

Chelan County PUD Service Center, Wenatchee

Les Gove Community Park and Art Coordination, Auburn

Redmond Central Connector Trail Phase 2, Redmond

Washington Park Arboretum North Entry Concept Design, Seattle

Kent Park and Open Space Plan, 2016 and 2022, Kent

Green Necklace Plan, Issaquah

Issaquah 2018 Parks Strategic Plan, Issaquah

Garrison Creek Park, Kent

Kent Valley Loop Trail and Signage, Kent

C. REFERENCE PROJECT



Mercer Island Parks On-Call RENOVATIONS, MERCER ISLAND

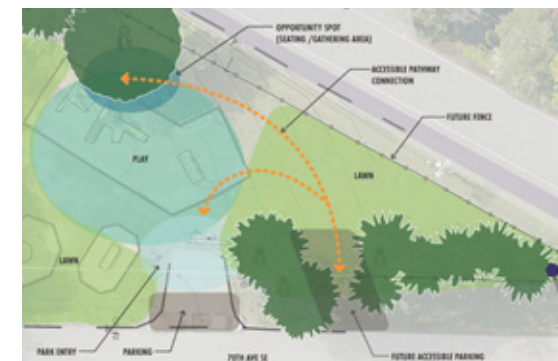
Contract Period: 2023-Current

Contact: Sarah Bluvus, CIP Project Manager, City of Mercer Island Public Works, 206.275.7864, sarah.bluvus@mercerisland.gov

Berger Partnership serves as prime consultant; KPFF is providing civil and structural engineering. The city started a planning process that implements their PROS Plan supported by a parks levy to replace five park playgrounds over the next four years. The goal is to diversify the types of play equipment available on the island while improving accessibility, inclusivity, durability, and longevity of the play equipment.

DESIGNING INCLUSIVELY

- 
1 ACCESSIBILITY, SAFETY, COMFORT
 - ENTIRE SITE IS ACCESSIBLE
 - PLAY AREAS AND ADJACENT SPACES
 - ACCESS TO PUBLIC TRANSPORTATION
 - SAFETY IS ENSURED WITH:
 - CLEAR LINES OF SIGHTS
 - SENSE OF ENCLOSURE IN THE SITE
 - LIMITED ACCESS POINTS
 - SHADE OPPORTUNITIES
- 
2 EQUITABLE PLAY EXPERIENCES
 - PLAY EXPERIENCES AT VARYING LEVELS OF AVAILABILITY AND INTERACTIVENESS
 - PREVIEW AREAS
- 
3 FLEXIBILITY & VARIETY
 - MULTITUDE OF PLAY OPPORTUNITIES
 - MULTIPURPOSE AREAS
 - RANGE OF FEATURES
- 
4 READABILITY & MESSAGING
 - LANDMARKS
 - OPEN AND CLEAR VIEWS THROUGH SPACE
 - SIGNAGE AND WAYFINDING
 - SIMPLE AND CLEAR MESSAGING OF WHAT THE SPACE IS USED FOR
 - PICTURES AND SYMBOLS TO REDUCE BARRIERS FOR ALL TO COMMUNICATE



One of the parks, Deane's Children's Park, has a forested design concept to engage children with nature. The parks undergoing renovations include:

- Roanoke Park
- First Hill Park
- Deane's Playground
- Clarke Beach Park
- Groveland Beach Park

C. REFERENCE PROJECT



Chelan Parks On-Call

CITY OF CHELAN PARKS & RECREATION

Contract Period: 2021-Current

Contact: Audrey Cooper, Parks Assistant
Director, Capitol Project Manager, City of Chelan,
509.682.8039, acooper@cityofchelan.us

Berger Partnership is currently engaged in a range of collaborations with Chelan Parks and Recreation Department for a number of park and open space system enhancements. Beginning in spring 2020, Berger provided a master plan update to Lakeside Park and subsequently submitted an RCO grant to help fund park improvements. The project was awarded an RCO grant with the intent to break ground and complete construction in 2025.



As the on-call landscape architect, Berger assisted with property acquisition for the future Spader Bay Park and is working on various improvements to the marina at Don Morse Park. Parks included in the on-call contract are:

- Lakeside Park Master Plan & RCO Grant
- Don Morse Skate Park Master Plan
- Gorge Community Park Conceptual Plan
- Parks Maintenance Building Study

C. REFERENCE PROJECT



Magnuson Park

JR. LEAGUE PLAYGROUND & OTHER PROJECTS

Contracts Period: 2001-Current

Contact (for Jr League Playground, 2003-Current):

Janice Liang, Senior Capital Project Coordinator,
PLA, 206.507.3058, Janice.Liang@seattle.gov

Contact for Previous Projects (2001-2017):

Andy Sheffer, Seattle Parks and Recreation,
206.684.7041, andy.sheffer@seattle.gov

Our work comprises multiple contracts for over 20 years. Additionally, we have acted as the de facto on-call landscape architect for issues related to sports fields, active recreation, wetlands, environmental learning, arts integration, and more.

Our work commenced in 2001 with a master plan, which was realized through two phases. Our success in delivering those efforts was rewarded with additional phases of work, including wetlands



and a tennis center, and has made Berger the go-to firm for projects big and small in the park. Our work continues today updating a well-loved but aging playground with state-of-the-art equipment and incorporating new bathroom facilities. Projects include:

- Master Plan
- Athletic Complex
- Wetland Ponds and Trails
- Tennis Center
- Playground and Restroom Renovations

3.4 FIRM & STAFF QUALIFICATIONS

C. CONTRACT PROJECT LIST



Bridle Trails Valley Creek Park MASTER PLAN IMPLEMENTATION, BELLEVUE

Contract Period: 2018-2024

Contact: Scott Vander Hyden
City of Bellevue Parks & Community Services
425.452.4169, svanderhyden@bellevuewa.gov

West Fenwick Park RENOVATION, KENT

Contract Period: 2018-2024

Contact: Bryan Higgins, Senior Parks Capital Project Manager
Kent Parks, Recreation & Community Services
253.856.5113, bhiggins@KentWA.gov

3.4 FIRM & STAFF QUALIFICATIONS

C. CONTRACT PROJECT LIST



Living Light Interpretive Signage

SPOKANE CONSERVATION DISTRICT

Contract Period: 2025

Contact: Vicki Carter, Director
Spokane Conservation District
509-535-7274, ext. 213
Vicki-Carter@SpokaneCD.org



Van Doren's Landing Park

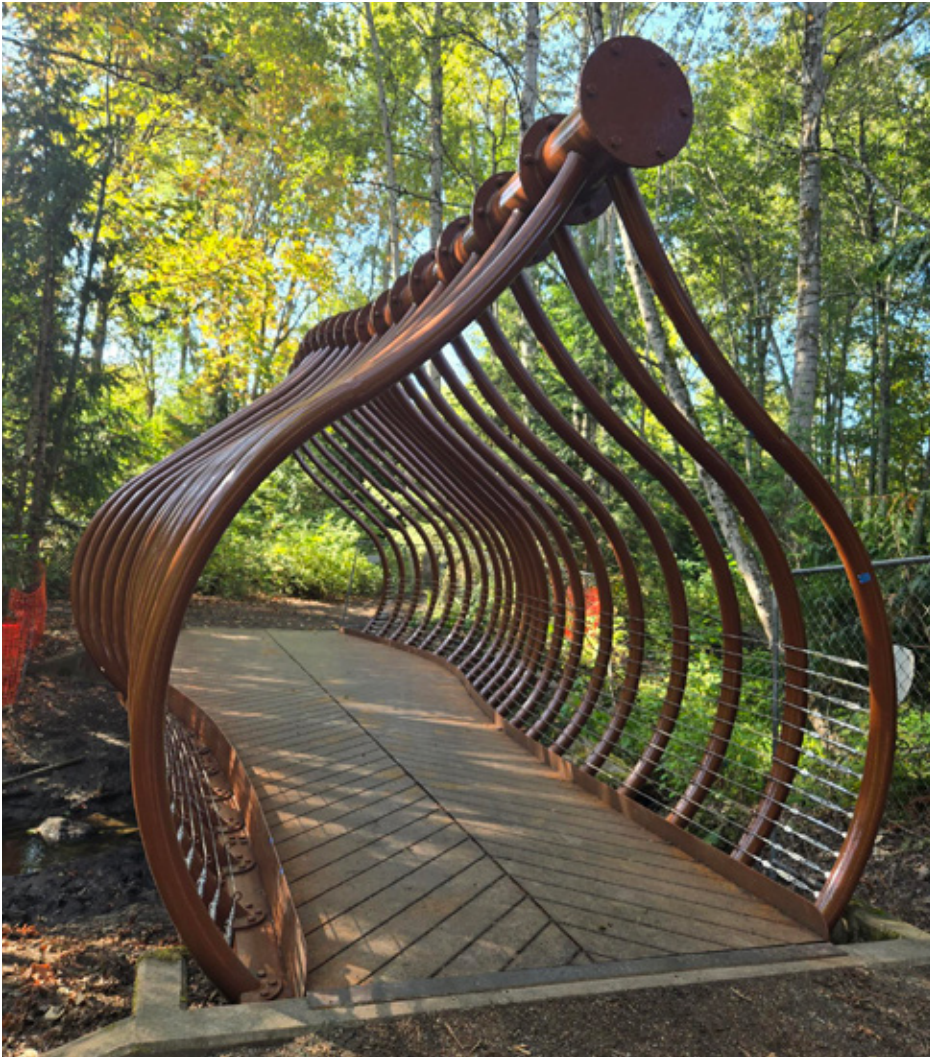
MASTER PLAN IMPLEMENTATION, KENT

Contract Period: 2015-2023

Contact: Brian Levenhagen, Deputy Parks Director
City of Kent, Parks, Recreation and Community Services Administration
253.856.5116, bjevenhagen@kentwa.gov

3.4 FIRM & STAFF QUALIFICATIONS

C. CONTRACT PROJECT LIST



SPU On-Call

SEATTLE PUBLIC UTILITIES

Contract Period: 2020-Current

Contact: Sara Stanley, Senior Capital Projects Manager
City of Seattle, SPU – Construction Management Division
206.530.1096, sara.stanley@seattle.gov



Springwood Park

MASTER PLAN IMPLEMENTATION, KENT

Contract Period: 2019-2025

Contact: Bryan Higgins, Senior Parks Capital Project Manager
Kent Parks, Recreation & Community Services
253.856.5113, bhiggins@KentWA.gov



Bitter Lake Park

RESTROOM & PLAY AREA UPGRADE, SEATTLE

Contract Period: 2020-2025

Contact: Morteza Behrooz
Seattle Parks and Recreation
206.612.8780, Morteza.Behrooz@seattle.gov

3.4 FIRM & STAFF QUALIFICATIONS

- D. **Contract Termination:** No contracts have been terminated for default in the past five years.



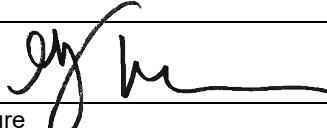
From Riverfront Park and the Howard Street Promenade to the Children of the Sun Trail and Gonzaga University Kardong Bridge to concepts for the Spokane Cultural Trail and Spokane Conservation District, we have years of experience in Spokane on projects of all sizes.

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>The Berger Partnership, P.S.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Spokane On-Call Landscape Architecture</u> Program Title (Type or Print)
<u>Guy Michaelson</u> Name of Certifying Official (Type or Print)	 Signature
<u>Principal</u> Title of Certifying Official (Type or Print)	<u>12.15.25</u> Date (Type or Print)

Hourly Rates (Adjusted)

Principal (<i>Guy Michaelsen, Anna O'Connell</i>)	\$260.00 per hour
Director	\$230.00 per hour
Associate (<i>Laura Laney, Jordan Zlotoff</i>)*	\$220.00 per hour
Design Team Lead	\$210.00 per hour
Operations Manager	\$210.00 per hour
Project Manager (<i>Stephanie Woirol</i>)	\$175.00 per hour
Landscape Designer	\$130.00 per hour
Administrative Staff	\$130.00 per hour

If the duration of the contract exceeds one year, hourly rates may be subject to annual adjustments at the anniversary date of the contract. Specifically noted personnel are those included in our SOQ; however, the entire team of Berger staff is available for your projects as confirmed with you.

*Laura and Jordan are in the Associate position but listed as the role of Project Managers in our SOQ. The intent is that they will lead projects, but project-specific, day-to-day management would be supported by others in the Project Manager or Landscape Designer roles and rates.

Subconsultant Markup

4% mark-up

Reimbursable Markup

Reimbursable expenses are as per city standards (see p. 2).

1. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.
- 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. 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:** N/A.
- 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** THE BERGER PARTNERSHIP, P.S.**Business name:** THE BERGER PARTNERSHIP, P.S.**Entity type:** [Professional Service Corporation](#)**UBI #:** 600-390-443**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 1927 POST ALY
STE 2
SEATTLE WA 98101-1025**Mailing address:** 1927 POST ALY
STE 2
SEATTLE WA 98101-1025**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

< Page 1 of 1 >

Endorsements

spokane

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Nov-30-2026	Jul-21-2015
Spokane Valley General Business - Non-Resident				Active	Nov-30-2026	Apr-23-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BROWER, GREG	
HENRY, JASON	
MICHAELSEN, GUY	
MITTON, ANDY	
MORLEY, JONATHAN	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names	Status	First issued
BERGER PARTNERSHIP, P.S.	Active	Oct-04-2023
THE BERGER PARTNERSHIP	Active	Oct-08-1990

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/28/2026 10:11:08 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gurry&Rogers Insurance Agency, Inc. 2901 NE Blakeley St. #3A Seattle WA 98105	CONTACT NAME: Maymil Velarde PHONE (A/C, No, Ext): (206) 621-6444 FAX (A/C, No): (206) 515-0560 E-MAIL ADDRESS: em@gurryandrogers.com
INSURED Berger Partnership, P.S. 1927 Post Alley Suite 2 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROPERTY CASUALTY INSURANCE INSURER B: THE TRAVELERS INDEMNITY COMPANY OF INSURER C: Travelers Property Casualty INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1410103316**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6806H84050A	10/24/2025	10/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA1R14187A	10/24/2025	10/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP5D43488A	10/24/2025	10/24/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6806H84050A - WA Stop Gap	10/24/2025	10/24/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	Y	Y	105340249	10/24/2025	10/24/2026	General Aggregate \$5,000,000 Each Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2026-2029 On-Call Landscape Architecture Services

City of Spokane is named as additional insured as respects the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Policy Number: 6806H84050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: February 4, 2026	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Dig Studio, Inc. / Master Consultant Agreement for 2026-2029 on-call landscape architecture services (not to exceed \$750,000.00)		
Begin/end dates	Begins: 02/12/2026	Ends: 12/31/2029	<input type="checkbox"/> 06/01/2525
Background/history: After the November passage of the citywide neighborhood park improvement & safety levy, the city issued RFQu #6470-25 seeking qualified consulting firms to provide landscape architecture services on an 'on-call' / 'as needed' basis from 2026-2029. 20 firms submitted proposals in response to the solicitation, and Parks intends to award approximately (6) contracts - awarding contracts in order from the highest ranked firm, to the second highest, and so on. After committee review, 'Dig Studio, Inc.' is the fifth highest ranked firm. As a result, staff is recommending contract award to this firm.			
Motion wording: Motion to approve Dig Studio, Inc. master contract for 2026-2029 on-call landscape architecture services not to exceed \$750,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Dig Studio, Inc. Name: Gretchen Wilson Email address: gretchen@digstudio.com Phone: 720.328.1986			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Garrett Jones Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: not to exceed \$750,000 Budget code: 1950-54920-94760-56504			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 604-984-215 Business license expiration date: 10/31/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

MASTER CONSULTANT AGREEMENT

**Title: 2026 – 2029 ON-CALL LANDSCAPE
ARCHITECTURE SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **DIG STUDIO INC.**, whose address is 1521 15th Street, Denver, Colorado 80202, as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide 2026 through 2029 On-Call Landscape Architecture Services; and

WHEREAS, the Consultant was selected through a Request for Qualifications #6470-25 issued by the City.

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 12, 2026, and shall end December 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments (“Task Assignments”) on the beginning date above. The City will acknowledge in writing when the Task Assignment 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 Dig Studio Response to RFQ #6470-25 dated RFQ dated December 15, 2025, which is attached as Exhibit A and 2026 Billing Rates, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls. As noted in Attachment 1 to Exhibit A – RFQ #6470-25, City may utilize federal grant monies to compensate portions of the work covered by this contract. To the extent federal grant monies are utilized for payment, Consultant agrees to comply with the grant requirements set forth in Attachment 1 that are not otherwise expressly identified as terms of this contract (i.e., such as the debarment and suspension requirements set forth in paragraph 12 herein).

This agreement covers yet to be defined landscape architecture work associated with the City of Spokane park improvement projects, which will be further defined in individual Task Assignments.

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. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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 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. 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 Consultant 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. SOCIAL EQUITY REQUIREMENTS.

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.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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 Title 48;

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98, (signed December 15, 2025).

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25

may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. 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 or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. 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 Agreement, 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.

DIG STUDIO, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

Exhibit A – RFQu 6470-25 Response and Company’s Letter of Submittal dated December 15, 2025

Exhibit B – Dig Studio Inc – 2026 Billing Rates

26-017

EXHIBIT A

EXHIBIT B
2026 Dig Studio Billing Rates



2026-2029 | CITY OF SPOKANE

On Call Landscape Architecture Services: Parks

RFQu No. 6470-25 | December 15, 2025



PREPARED BY:

Dig Studio
108 N. Washington, Suite 412
Spokane, WA 99201

PREPARED FOR:

City of Spokane, Purchasing and Contracts
915 N. Nelson St.
Spokane, Washington 99202

1. Letter of Submittal



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December 15, 2025

City of Spokane, Purchasing and Contracts
915 N. Nelson St.
Spokane, Washington 99202
509.625.6400

Subject: RFQ Response for 2026-2029 On Call Landscape Architecture Services, Parks

Dear Selection Committee Members:

Dig Studio is pleased to submit our response to the City of Spokane for On-Call Landscape Architecture Services for parks projects. Since our founding in 2012, we have partnered with municipalities throughout the United States to deliver meaningful and transformational public spaces. We are excited about the opportunity to collaborate with the City in planning, designing, and enhancing Spokane's park system—continuing the City's legacy of providing high-quality, accessible public spaces that support community health, environmental stewardship, and civic pride.

Minimum Qualifications

Dig Studio has been in business for longer than 5 years (13 total) and has completed over 150 park improvement projects in all three of our offices. See pages 22-31 for our demonstrated experience in landscape architecture and park planning for a range of municipal clients. Both Gretchen Wilson and Lauren Jarrett hold professional landscape architecture licenses to practice in the State of Washington (see page 34 for copies of their licenses).

What sets Dig Studio apart from our competitors.

Dig Studio has a long-standing record of service on municipal on-call contracts. We understand the collaborative, flexible approach required for on-call work and are adept at delivering projects that range from quick-turnaround site designs to complex master plans with robust public engagement. We will collaborate closely with City staff and community members at every step, bringing leadership, technical expertise, and creative innovation to achieve design goals and ensure successful implementation.

Our firm combines creative design thinking with technical expertise to craft solutions that are both visionary and achievable. **Our interdisciplinary team of landscape architects, planners, and urban designers works collaboratively with City staff and stakeholders to balance community needs, sustainability goals, and long-term maintainability.**

We appreciate the City's commitment to investing in its park system and would be honored to contribute our skills and passion to this next chapter of Spokane's open space evolution. Thank you for considering Dig Studio for this opportunity. We look forward to the possibility of working together to advance the City's park planning goals.

Sincerely,



Gretchen K. Wilson, ASLA, PLA, LEED AP, WEDG
Principal | Co-Founder | Dig Studio

Authorized Signatory



Lauren Jarrett, ASLA, PLA
Senior Associate | Dig Studio



Principal Place of Business:

108 N. Washington
Suite 412
Spokane, WA 99201
Tel 602.595.4101
x222

Legal Status:

Corporation

Former City Staff:

Dig Studio has not employed any City of Spokane staff (current or former employees) in the past 12 months.

Terms and Conditions:

Dig Studio acknowledges that we comply with all terms and conditions set forth in the RFQ.

Debarment and Suspension:

Dig Studio acknowledges that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs.

Subconsultants:

Dig Studio acknowledges that we will not subcontract with any firms or consultants which do not meet the above criteria and minimum qualifications.

108 N. Washington
Suite 412
Spokane, WA 99201
Tel 602.595.4101 x222

1521 15th St.
Denver, CO 80202
Tel 720. 328.1986

3003 N. Central Ave.
Suite 800
Phoenix, AZ 85012
Tel 602.595.4101

2. Contract Management Proposal



Contract Management Proposal

Project Understanding / Approach / Sample Work Plan

Understanding of Project Requirements

Our team brings a clear understanding of the City's goals for this on-call master contract and the broad range of landscape architecture services outlined in Section 2.

We recognize that the Parks and Recreation Division will be commissioning a steady stream of planning, design, documentation, and construction support tasks in response to the Healthy Parks, Healthy Neighborhoods program and other ongoing needs across Spokane's park system. The nature of this contract requires flexibility, efficiency, and the ability to quickly mobilize a team that can support projects ranging from small amenity replacements to major master planning and multi-phase capital improvements.

We understand that on-call projects will vary widely in scale, level of urgency, and complexity. Some tasks may involve high-level conceptual planning or public engagement, while others may require detailed technical design, construction documentation, permitting, cost estimating, or construction administration. Across all task types, our focus is to deliver dependable, high-quality work supported by clear communication, consistent documentation, and reliable responsiveness to City timelines, budget expectations, and staff coordination needs.

Proposed Approach and Methodology for Management

Collaborative Engagement and Communication

Our process begins with inclusive, proactive communication. For each assigned task, we work with the City to confirm scope, roles, priority needs, and key constraints. We establish a clear communication structure at the outset and keep it active throughout the life of the project. This includes prompt coordination with Parks staff, relevant City departments, subconsultants, and community stakeholders when applicable. We manage meeting schedules, develop agendas, track decisions, and distribute consolidated notes for confirmation to ensure the entire team is aligned.



Cloud 9 Park, 9+CO Development, Denver, CO

Task Scoping and Work Planning

Upon assignment of each work order, we prepare a concise task-specific work plan that includes anticipated deliverables, milestones, budget expectations, and required City staff participation. (See page 6-7 for a detailed work plan) This ensures that project expectations remain transparent and that the City can easily track progress across multiple simultaneous tasks. Our work plans are adaptable and designed to support both straightforward improvements and complex, multi-phase park projects.

Design Process and Technical Execution

We approach design with a balance of creativity and practicality. Whether developing early alternatives for a neighborhood park renovation or preparing detailed construction documents for sport courts, irrigation systems, trails, or amenities, our team delivers solutions that are both imaginative and technically sound. We coordinate closely with subconsultants to produce integrated packages that meet City standards, permitting requirements, and long-term maintenance expectations. Our team is steeped in municipal park design, which means our documents are accurate, buildable, and aligned with the City's operations and maintenance goals.

Project Management Process



Sample Work Plan

TASK 1— PROJECT MANAGEMENT

Project Leadership

Our team will provide two Principal Landscape Architects and one Senior Project Manager, who will assemble a project-specific team of skilled landscape architects, planners, and designers, with access to the full depth of Dig Studio's firmwide resources to ensure responsiveness to meeting project needs.

Gretchen Wilson will serve as Principal-in-Charge, with Brandon Sobiech as Design Principal. Both have extensive experience managing on-call service contracts and understand the collaboration required to successfully deliver the City's project requests. Dig Studio has led numerous multidisciplinary teams on projects of all scales and understands the leadership required to guide each to successful completion. Once the project team is assigned, we will meet with the City's Project Manager to confirm project goals, budget, and schedule. We then gather all relevant standards, guidelines, and background information to inform our approach. Our team values collaboration and input from all participants, maintaining regular internal meetings as well as coordination sessions with the client and City agencies to ensure clear, consistent communication throughout the process.

TASK 2 – DESIGN REPORT

Design Concept Report

The Dig Studio team understands the importance of Design Concept Reports. These reports are critical to establish the project's principles and objectives, identify site constraints, and provide an opportunity to form a design strategy early in the process. We believe this is a valuable tool to flush out design concepts and support how the preferred design concept will meet the City of Spokane's and stakeholders' needs. These reports can also serve as early tools to shape realistic project budgets, explore phasing strategies, and generate compelling graphics that support grant applications and fundraising efforts.

TASK 3 – DETAILED DESIGN + CONSTRUCTION DOCUMENTS

Design Process

Dig Studio is committed to quality design and implementation as well as resilience and biodiversity. Throughout our design process we revisit the goals set at the project's initiation

and measure the design against these goals. Our project team is well qualified to perform studies, site investigations, preliminary design concepts, and contract document development, and we have constructed projects with references to support our quality of design and deliverables. Typical tasks within each of these projects include budget estimating, coordinating with engineers and associated consultant disciplines, phasing, and planning for future infrastructure needs. Our typical design process for a progression of services is as follows:

Utility Coordination

Our team will conduct utility research and mapping, including private utility locator, review of as-built documents that provide existing utility locations along with coordinating with the City on additional utility information. The existing utility condition and recommended improvements will be documented for coordination with the City as each project is unique.

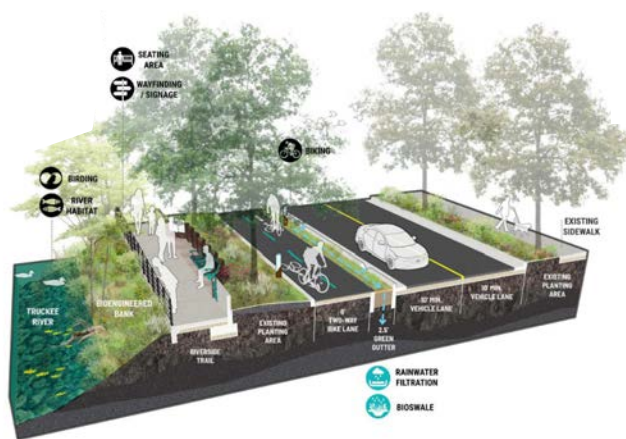
Public Outreach

The goal of the public involvement process is to gather input from an array of community members who live near, work in, shop at, own businesses in, travel to, and patronize the project area. Dig Studio uses this input to inform our work, with the goal of instilling community ownership. We listen and transform stakeholders vision into real, tangible plans.



Graphics / Renderings

Client and community understanding of what a proposed park, plaza, or street looks like can easily be conveyed through quick, cost-effective graphic renderings and 3D models that depict the exterior environment and design intent. This process allows for detailed and informed feedback that ultimately assists in providing the vision which is to be executed. Grading around fields, possible bridges or promenade connections in the park, sports field lighting layout options, or architectural elements such as restrooms are examples of what could be modeled and tested. Included in this process, we can create virtual reality views, create fly-through videos and accurate shade studies. Dig Studio prides itself on the ability to rapidly translate ideas into clear graphic representations and to efficiently update those visuals as the design evolves.



A 3D concept developed for Truckee's River Vision Plan.

Technical Innovations

Our team is always exploring new innovations in technology that can enhance the experience and function of public places. Today's new technologies can assist the City of Spokane in enhancing access, improving water, energy, operations and maintenance efficiencies as well as increasing the health, safety and welfare of the community.

Public Wi-Fi, LED light fixtures, and free phone and electric car charging stations are becoming more commonplace in public spaces today and our team acknowledges the increasing demand for smart technology to provide opportunities in monitoring pedestrian usage, traffic demands, minimizing utility expenses and examining environmental factors in municipal projects. We understand how these technologies can provide the necessary information for staff to measure the efficiency of programming and capital expenditures.

We have hands on experience from past projects that allows us to introduce a wide range of smart technologies to any City of Spokane project. At Gilbert Regional Park, the following technologies were incorporated:

- Reduced on-site parking through ride sharing arrival/drop-off, GRID Bikes, park-n-ride access, flexible open space for events
- E-Car Charging
- Wireless networking of lighting controls

Truckee River Vision Plan: A new river-centric zone to enhance resiliency and create people-friendly places along the Truckee.

The Truckee River Vision Plan provides a comprehensive framework to revitalize the 17-mile corridor stretching from the California State Line through Reno to Sparks. Developed through extensive analysis of ecological conditions, infrastructure, and recreational assets, the plan outlines strategies to strengthen flood resilience, restore habitats, and enhance connectivity along the river. It prioritizes ecology, safety, accessibility, and long-term sustainability.

Key recommendations include establishing a Special Parks District to unify management and funding, improving pedestrian and bicycle pathways, upgrading access points, and creating spaces for cultural and recreational activities. With a strong focus on water quality and native habitat health, the plan aims to create a clean, safe, and welcoming river corridor for all. An implementation matrix provides clear guidance for putting these strategies into action.



- Motion tracking/data-collecting cameras
- Traffic and parking control planning
- Site security and monitoring
- Wi-Fi hot spot network
- Solar charging stations
- Cost Estimating

Our team's ability to accurately estimate a project's cost for budgets and construction is a result of our experience with tracking public soft and hard project costs for bid items. Dig Studio maintains a database of our past project bid tabs, including hard bids, job order contract, design-build, and construction manager at risk projects which provide our team a resource to accurately estimate a project's construction cost. Accurate and realistic estimates are made at each stage of planning and design starting with the concept/idea testing phase through to construction estimates. In testing the costs from the beginning, the team is able to produce realistic plans that ultimately can be implemented.

QA/QC Processes

Our methods to control the quality of the product and maintain the schedule are based on regular face-to-face team meetings with follow-up tasks that are tracked against due dates. Dig Studio also initiates a QA/QC process (*shown below*) at the beginning of a project. The process remains in effect until the client is satisfied with the final results of the design or construction efforts associated with the project. Each project has an experienced Quality Assurance Manager (QAM) assigned to provide a thorough QA/QC examination. This QAM will be an experienced principal staff member that is not directly involved in the project design. The QAM will provide a fresh assessment of the plans, details, cost estimate and specifications and will work the project manager to confirm that Dig Studio's QA/QC process is completed prior to each deliverable.

TASK 4 – CONTRACTING SERVICES

Construction Bidding Assistance

The Dig Studio team will assist the City in the review of bids from various contractors and provide comments as we compare the bids to the design team's most recent plans and cost estimates. Our team is able to provide accurate CAD files that have standardized layer control and drafting that allow easy area take-offs, quantity counts, and material identification. Our 3D Model files are coordinated with construction document details to help bidders understand design intent, materials, and fabrication needed. Additionally,

we provide a Value Engineering analysis of plans to prioritize design features, meet project budgets, and provide options.

TASK 5 & 6 – CONSTRUCTION

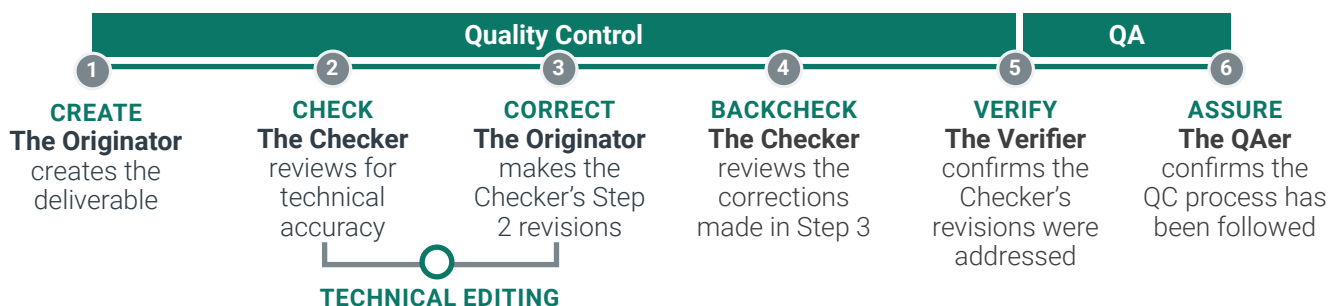
Construction Observation, Field Reports, RFI Responses and Submittal Reviews

Dig Studio will provide construction observation to ensure that the project is installed per the construction documents and design intent. We will provide the City with the Standard Design Review submittals and responses to information requests required per the project. Active, hands-on engagement in the Construction Observation Phase is critical to the success of any built project so that the long term durability of project elements is ensured. The Principal in Charge, Project Manager and Lead Designer stay actively involved during this phase. Weekly on-site meetings with team members and the contractor assure that expectations and issues are discussed prior to construction avoiding potential conflicts and minimizing unexpected cost increases or schedule delays. We are committed to responding to all submittals and RFIs within the allotted time frame, return phone calls and e-mails within the same day, and prepare clear and concise Field Observation Reports that identify the work that is underway, critical path items, upcoming work areas, key information requested and an action list that identifies responsibilities, along with associated response timeframes.

A team construction site visit to Carpio-Sanguinette + Heron Pond Open Space project.



Quality Control Process



3. Firm and Staff Qualifications



Firm and Staff Qualifications

Experience of the Firm, Staff, and Subconsultants / Meeting the Minimum Qualifications

Dig Studio is a team of experienced landscape architects, planners, and designers capable of delivering everything from complex regional plans to the perfect pocket park. We create rich experiences between people, nature, and the urban landscape with solutions that enhance quality of life and add lasting social, economic, and environmental value.

Our work is inherently collaborative, whether we are engaging public audiences to inform a design, working as part of a large cross-disciplinary team, or brainstorming internally. Before you can push creative boundaries, you have to understand them. The combination of design talent and practical experience on our team allows us to envision inspired and economically viable opportunities on each project. Our proven track record of working seamlessly with clients and communities reflects our ability to bring their vision to life. We are well-versed in collaborating with municipalities and guiding them through complex, multilayered development processes to achieve successful outcomes.

Supported Project Types

- Parks, new development and renovations
- Greenways, trails, urban and natural
- Open space
- Trails and trailheads
- Sports courts and fields
- Wayfinding and signage
- Streetscapes
- Feasibility reports, guidelines, vision plans and other documents
- Conceptual, preliminary, and final landscape architecture design including bid sets
- Specifications
- Cost estimates
- 3D Visualization, graphic design - 2D and 3D models and renderings
- Project management and meeting attendance
- Project support for 3rd party managed projects
- Trail design
- Planting plans
- ADA compliance
- Playground safety

Services

- Landscape Architecture
- Urban Design
- Planning
- Public Engagement, including meeting facilitation and preparation of visuals, digital media and community surveys
- Site design



How Dig Studio Meets the Minimum Qualifications

Firm must have been in business for five (5) years:

Dig Studio has been in operation for 13 years, starting with our Denver office in 2012. We expanded into Arizona in 2014 with the opening of our Phoenix office, and later added our Spokane location in 2022. (See 33 in the Appendix for a copy of our articles of corporation).

At least five (5) completed park improvement projects similar in size and scope, and for similar agencies:

Please see page 22-31 for our demonstrated experience required in landscape architecture design and planning for parks and recreation projects.

Firm must provide evidence firm leadership includes professional landscape architect(s) currently licensed to practice within in the State of Washington:

Please see page 34 in the Appendix for copies of our firm leaders' Professional Landscape Architecture (PLA) licenses for the state of Washington.

13

YEARS IN
BUSINESS

03

OFFICE
LOCATIONS

130

GOV./PUBLIC
CLIENTS

63

PROJECT
AWARDS

16

GOV. ON-CALL
CONTRACTS

Team Organizational Chart

Dig Studio is a proven collaborator with a deep bench of trusted subconsultants, each bringing expertise across a wide range of project types. When necessary, we can assemble specialized teams tailored to the unique requirements of each project. Our trusted subconsultants include:



*WA License
#22028608

**WA License
#23013842

DigStudio

Principal-in-Charge

Gretchen Wilson

ASLA, PLA, LEED AP, WEDG*

Design Principal

Brandon Sobiech

ASLA, PLA

Project Manager

Lauren Jarrett

ASLA, PLA**

Designer

Bailey Guinn

Coffman Engineers

Civil Engineer

Nathan Reed PE, DBIA

Structural Engineer

Lynn Burton PE, SE

Electrical Engineer

Zach Yarbrough PE

DCI Engineers

Civil Engineer

Wade Gelhausen PE

Civil Engineer

Stephen Matkin PE

Allocation of Team Resources

Dig Studio and our consultant partners maintain staffing capacity that allows us to begin work immediately upon receiving a task order. Our structure is intentionally nimble, enabling us to scale resources to match the size and urgency of each assignment. For larger tasks such as park master planning, restroom or playground replacements, irrigation system redesign, or major park renovations identified in the levy program, we deploy multi-disciplinary teams that combine planning, landscape architecture, civil engineering, and cost support. For smaller assignments such as signage refinements, ADA pathway improvements, or construction support, we assign targeted staff to accelerate turnaround while keeping effort proportional to project needs.

Our Subconsultant Team

Coffman Engineers (Coffman) is a locally driven engineering firm with over 120 employees in its Spokane office, supported by a national network of 900+ professionals offering multidiscipline capabilities. Their team is committed to developing site-specific, creative, and cost-effective solutions for parks and recreation projects, providing comprehensive services from initial feasibility and master planning through design, permitting, and construction support. They strive to be the ultimate collaborators, helping communities reimagine and transform outdoor spaces into vibrant, welcoming environments that encourage gathering, play, and connection with nature. With integrated design solutions and complete design packages that stand the test of time, Coffman is proud to deliver lasting benefits to our clients and the communities they serve.

Coffman is well experienced with parks and recreation projects, and their teams excel at helping set goals, establish priorities, and refine plans to meet community needs. This has included structural designs for shade shelters, civil engineering for park master planning, and electrical/lighting systems that create safe, yet welcoming spaces. Coffman has successfully delivered numerous park projects that enrich public spaces and promote active lifestyles with their innovative engineering solutions.



An example of Coffman's multidiscipline coordination is the *City of Spokane Ice Age Floods Playground*, where they provided civil, structural, electrical, and mechanical engineering, along with land survey services.

DCI Engineers (DCI) has been providing client-focused structural and civil engineering services since 1988. With offices along the West Coast, throughout the Mountain States, on the East Coast, up into Alaska and down in Texas, DCI represents a national portfolio backed by regional and local expertise. They're licensed in all 50 states, as well as many Canadian provinces.

From feasibility studies and planning to construction support, DCI's Civil Engineering group provides insight to jurisdictional code requirements, utility service capacities, and site improvement possibilities. Supporting all market sectors, the Civil group provides site development and entitlements, master planning, infrastructure, stormwater management, and low impact development (LID) solutions.



Carpio-Sanguinette + Heron Pond Open Space— Denver, CO

30% of Time Assigned

Principal-in-Charge, Landscape Architect

Years' Experience

- 13 years with Dig Studio
- 26 years in the industry

Registrations

- CO PLA 859
- UT PLA 13919685-5301
- WA PLA 22028608
- LEED® Accredited Professional, USGBC
- Waterfront Edge Design Guidelines Certification
- American Society of Landscape Architects (ASLA)

Education

- BS, Landscape Architecture, Louisiana State University
- MS, Environmental Science; Water Systems and Ecosystems Specializations, University of Colorado Denver

Professional Affiliations

- President-Elect, American Society of Landscape Architects
- Member, City Park Alliance
- Member, CU Denver MUD Advisory Council
- Member, Colorado Association of Floodplain Managers
- Guest Lecturer, University of Colorado Denver
- CASFM Member
- WEDG Professional

**experience prior to Dig Studio*

Gretchen Wilson

ASLA, PLA, LEED AP, WEDG

Gretchen believes connecting people with nature in cities is imperative for the future of humans and the environment. She draws from all aspects of a project including client goals, history, culture, site features, users and ecology to create meaningful, successful designs. Her knowledge of construction and attention to detail allow her to shape ideas into reality. Gretchen's dedication and collaboration has shaped neighborhoods, streetscapes, parks, plazas, and public spaces at varying scales to artfully and sustainably tie communities together. Gretchen will serve as Principal-in-Charge for this project providing thought leadership, assuring client and stakeholder satisfaction and ensuring the project supports the City's vision.

- City Park Nature Play & Waterway, Denver, CO - ASLA CO/WY Honor Award
- Paco Sanchez Park, Denver, CO - ASLA CO Honor Award
- Carpio-Sanguinette Park/Heron Pond Open Space Vision Plan & Design, Denver, CO - ASLA CO President's Award of Honor for Vision Plan
- Living Land Acknowledgment, Meadow, Arbor, and Gathering, City Park, Denver, CO
- Liberty Park All Abilities Playground, Salt Lake City, UT
- Signature Park Vision Plan, Aurora, CO
- La Raza Park, Denver, CO
- Cloud 9 Park at 9+CO, Denver, CO
- Central St. Promenade & Dog Park, Denver, CO
- Rolland Moore Park, Fort Collins, CO
- Landings Park, Fort Collins, CO
- Regional Athletic Center Playground, Salt Lake City, UT
- Steenblik Park, Salt Lake City, UT
- Udall Park, Tucson, AZ
- Bear Creek Park Vision Plan, Denver, CO
- Squires Park, Westminster, CO
- Boulder Junction Park, Boulder, CO
- East Boulder Community Park Tennis Expansion, Boulder, CO
- Bill Bower Memorial, Boulder, CO
- Montbello Central Park Renovations, Denver, CO
- Safety Assessment, Central Park Playground, Denver CO
- On-Call Design & Planning Services (various projects), Denver Parks & Recreation, Denver, CO
- City of Boulder Parks and Recreation On-Call, Boulder, CO
- City of Westminster Parks On-Call, Westminster, CO
- City of Aurora Parks and Recreation On-Call, Aurora, CO
- Adams County Parks and Recreation On-Call, Adams County, CO
- Sloan's Lake Park Trail, Denver, CO
- Goldsmith Gulch Trail Improvements, Denver, CO
- Re-Imagine Play Design Competition, City Park, Denver, CO*
- Conservatory Green Performance Green and Plaza, Denver, CO*
- Jefferson National Expansion Memorial GMP, St. Louis, MO*
- Benedict Fountain Park Master Plan, Denver, CO*



Scottsdale Civic Center – Scottsdale, AZ

50% of Time Assigned

Project Manager, Landscape Architect

Years' Experience

- 8 years with Dig Studio
- 14 years in the industry

Registrations

- Washington PLA 23013842
- Arizona PLA 64448
- Utah PLA 10783932-5301
- CLARB Certified

Education

- BS, Landscape Architecture, Purdue University

Professional Affiliations

- Member, American Society of Landscape Architects
- Member, One ACE

**experience prior to Dig Studio*

Lauren Jarrett

ASLA, PLA

Lauren believes in working in a collaborative environment and using precedents to create new designs that foster connections between people and the outdoors. Her passion lies in designing public spaces that help build strong, vibrant communities. Inspired by the interaction of shape, color, and texture, Lauren focuses on creating environments that are both functional and beautiful, encouraging daily use and community engagement. Her attention to detail, appreciation of the design process, and thorough site analysis allow her to deliver quality designs that seamlessly integrate with the natural surroundings while promoting a sense of belonging and togetherness.

- Lion's Learning Center, Spokane, WA
- Dr. A.J. Chandler Park, Chandler, AZ
- Truckee River Trail Improvements, Reno, NV
- Scottsdale Civic Center, Scottsdale, AZ
- ASU McCain Center, Tempe, AZ
- Truckee River Vision Plan, Reno, NV - ASLA CO/WY Merit Award
- Truckee River 1 Mile Makeover Visioning, Reno, NV
- Washoe County Rancho San Rafael Regional Park Vision Plan, Reno, NV
- Estrella Montecito Park, Goodyear, AZ
- Lone Mountain Park, Phoenix, AZ
- Promontory Playground, Park City, UT
- R.H. Johnson Aquatic Facility, Sun City West, AZ
- Pioneer Park, Mesa, AZ
- Heritage Swim Park, Buckeye, AZ
- Redmond Field, Buckeye, AZ
- Marley Park Phase 3 Community Parks, Surprise, AZ
- McDowell Mountain, Scottsdale, AZ
- Sun City West Pickleball Courts, Sun City West, AZ
- Surprise Pickleball Courts, Surprise, AZ
- Surprise Dog Park, Surprise, AZ
- Verrado Phase 3 East Community Park, Buckeye, AZ
- Verrado Highlands, Buckeye, AZ
- Verrado Dog Park, Buckeye, AZ
- Verrado Victory Golf Clubhouse, Buckeye, AZ
- Mystic Springs, South Jordan, UT*
- Curly Hollow, St. George, UT*
- Housing Playground Renovations, Chandler, AZ*
- Menlo Park, Tucson, AZ*
- Silverlake Woodhaven, Eagle Mountain, UT*
- Surprise Parks + Recreation Master Plan, Surprise, AZ
- Metrocenter Open Space, Phoenix, AZ
- Salt Lake County Regional Trails Master Plan, Salt Lake County, UT*
- Millcreek Common, Millcreek, UT*
- Murray City Hall, Murray, UT*
- Utah City Development (including Courtyard, Paseo and Streetscape Design), Vineyard, UT
- Vineyard Intersection and Crossings Master Plan, Vineyard, UT
- Central and Garfield, Phoenix, AZ
- Grant's Landing, Reno, NV



Scottsdale Civic Center – Scottsdale, AZ

15% of Time Assigned

Principal, Co-Founder, Landscape Architect

Years' Experience

- 13 years with Dig Studio
- 22 years in the industry

Registrations

- Arizona PLA 64446
- Nevada PLA 174

Education

- BS, Landscape Architecture, Arizona State University

Professional Affiliations

- Member, American Society of Landscape Architects
- Member, Arizona Forward
- Member, Phoenix Community Alliance

**experience prior to Dig Studio*

Brandon Sobiech

ASLA, PLA

Brandon's passion for design, commitment to client service, and collaborative approach have shaped the delivery of numerous award-winning projects. With a focus on creating authentic, experience-driven environments, he draws inspiration from each project's surroundings to craft places that are both meaningful and enduring. His portfolio spans mixed-use developments, urban design, and streetscapes, as well as natural and urban parks—all designed to foster vibrant, people-centered communities.

- Glendale Heroes Park, Glendale, AZ
- Dr. A.J. Chandler Park, Chandler, AZ
- Truckee River Trail Improvements, Reno, NV
- Scottsdale Civic Center, Scottsdale, AZ
- Truckee River Vision Plan, Reno, NV - ASLA CO/WY Merit Award
- Truckee River 1 Mile Makeover Visioning, Reno, NV
- Washoe County Rancho San Rafael Regional Park Vision Plan, Reno, NV
- Pioneer Park, City of Mesa Parks and Recreation, Mesa, AZ
- Kiwanis Park Splash Playground, ForeSite Design and Construction, Tempe, AZ
- Fort McDowell Yavapai Nation Splash Pad and Park, Fort McDowell, AZ
- Gilbert Regional Park Multiple Phases, Gilbert AZ
- Phoenix Well Site Beautification, City of Phoenix, Phoenix, AZ
- Civic Space Park, City of Phoenix Parks and Recreation, Phoenix, AZ*
- Verrado: Redmond Field, DMB Associates, Buckeye, AZ
- Stapleton Central Park Recreation Center, Denver Parks and Recreation, Denver, CO
- Aurora Park, Forest City Stapleton, Denver, CO
- Stapleton Alley Parklets, Forest City Stapleton, Denver, CO*
- Re-Imagine Play Design Competition, City Park, Denver Parks and Recreation, Denver, CO*
- McDowell Mountain Ranch Community Centers, MMRCA, Scottsdale, AZ
- Clark Park, Pool, Community Center and Improvements, Tempe, AZ
- Lone Mountain Park, Phoenix, AZ
- Rio Oeste Study EPA, Phoenix, AZ
- Stonehaven Park, Pulte Homes, Surprise, AZ
- Surprise Parks Master Plan, City of Surprise, Surprise, AZ
- Bensenville Sub-Area Master Plan, Streetscapes, Village of Bensenville, Bensenville, IL*
- Old Sorrel Ranch, Westminster Capital, Cedar City, UT
- Marketside Commercial Development, DMB Associates, Buckeye, AZ
- Gila River Restoration, Buckeye, AZ
- Jenna Welch Nature Center, Midland, TX
- Gilbert Riparian Education Center, Gilbert, AZ



Warm Springs and North Gateway Parks, (thesis project and worked on live project with city) – Salt Lake City, UT*

50% of Time Assigned

Landscape Designer

Years' Experience

- <1 year with Dig Studio
- 2 years in the industry

Education

- MLA, Landscape Architecture, Utah State University,
- MLA, Landscape Architecture, Boston Architectural College, (completed partial coursework)
- BS, Business Administration, Southern New Hampshire University

Professional Affiliations

- Treasurer, JSR Foundation
- Emerging Landscape Architect, BLT Built Design Awards

*experience prior to Dig Studio

Bailey Guinn

Inspired by the intersection of people, ecology, and place, Bailey is passionate about creating landscapes that foster connection, inclusivity, and environmental resilience. Her academic foundation and hands-on experience across parks, urban design, and ecological restoration projects have strengthened her commitment to design that enhances both community well-being and natural systems. Bailey brings a thoughtful approach shaped by her graduate research on park design and climate resilience, as well as her work with municipalities across the Mountain West. She enjoys exploring how design can serve as a bridge between people and nature—both in her professional work and through her love of trail running, where she finds continual inspiration in the landscapes around her.

- Tucson Morris K. Udall Park, Tucson, AZ
- Truckee River Trail Improvements, Reno, NV
- Gilbert Regional Park, Gilbert, AZ
- Dr. A.J. Chander Park, Chandler, AZ
- Estrella Montecito Park, Goodyear, AZ
- Warm Springs and North Gateway Parks, Salt Lake City, UT (thesis project and worked on live project with city)*
- Wasatch Hollow Park and Dog Park, Salt Lake City, UT*
- Scottsdale Quarter Mixed Use, Scottsdale, AZ
- Grand Boulevards, Salt Lake City, UT
- Aurora Transportation Master Plan, Aurora, CO
- Stokes Nature Center Outdoor Classroom, Nibley, UT*
- Lakepointe project climate impact calculator, Kenmore WA*
- Wuda Ogwa Restoration Effort at Bear River Massacre site, Preston, ID*
- Lakeside Heights at Wolf Ranch, Colorado Springs, CO

Bailey Guinn was recently awarded the prestigious JSR Foundation Scholarship and BLT Built Design Award for her "Waking Water" project. Her design aims to heal the Warm Springs and North Gateway parks in Salt Lake City, areas with a rich history dating back to 10,000 BCE.



Years of Experience: 13



Education

Bachelor of Science, Civil
Engineering, Washington
State University

Bachelor of Arts,
Applied Physics,
Whitworth University



Professional Licenses

WA, Civil Engineer, #53772,
2016

Designated Design-Build
Professional, Design Build
Institute of America (DBIA)



Professional Organizations

American Society of Civil
Engineers (ASCE)

Past President, ASCE
Younger Member Forum

DBIA

Inland NW AGC CLC

COFFMAN ENGINEERS

PROFESSIONAL EXPERIENCE

Nathan Reed has 13 years of experience in civil engineering project design and analysis. He has worked on recreational, park, trailhead, civic/government, educational, commercial, and industrial projects throughout the Spokane area. He provides experience in planning, design, and construction of new developments as well as existing site upgrades and improvements, with an emphasis in site grading and stormwater management. He is well versed in local, state, and federal stormwater and grading regulations. Nathan enjoys park projects, working with the design team to provide grading and stormwater solutions on projects that seamlessly blend with their natural surroundings and provide safe, accessible spaces for all to recreate.

PROJECT EXPERIENCE

City of Spokane Riverfront Park Stormwater Master Plan, Spokane, WA

Civil engineer for the preparation of a stormwater master plan which helped define the existing and potential stormwater basins in the project area, including the Howard Street bridges and the foot bridges. The project involved determining where stormwater was going, how it was being disposed of, and what the concerns are, and identifying strategies and alternatives for future stormwater management. The goal of the SWMP was providing an overall road map of existing facilities and potential alternatives for future design work as part of Park Bond Improvements.

Liberty Lake Regional Park Phase I, Liberty Lake, WA

Civil engineer for the renovations at Liberty Lake Regional Park. The 4.5 acre site was redesigned to provide better accessibility to park features, including new picnic shelters, restrooms, and ADA-compliant dock. The project included new paved parking, unique stormwater solutions to accommodate high groundwater and existing wetlands, and utility relocations. Many unforeseen conditions and a rigorous permitting process made the project uniquely challenging, but the Coffman team helped navigate the challenges to provide a great new asset to the Liberty Lake community.

ADDITIONAL RELEVANT EXPERIENCE

- ▶ Post Falls Landing, Post Falls, ID
- ▶ Spokane County Etter Ranch Trailhead, Spokane, WA
- ▶ Spokane County Phillips Creek Trailhead, Spokane, WA
- ▶ Spokane County Glenrose Trailhead Parking Lot, Spokane, WA
- ▶ City of Spokane Valley Greenacres Park, Spokane Valley, WA
- ▶ City of Liberty Lake Orchard Park (Master Plan & Development / Design), Liberty Lake, WA
- ▶ HUB Sports Center Complex, Liberty Lake, WA
- ▶ Spokane Public Schools Hart Field Improvements, Spokane, WA



ZACH YARBROUGH, PE

Principal Electrical Engineer

20% of Time Assigned



Years of Experience: 21



Education

BS Electrical Engineering,
University of Portland



Professional Licenses

WA, Electrical Engineer,
#44812, 2009

ID, Electrical Engineer,
#17253, 2017



Professional Organizations

Institute of Electrical and
Electronics Engineers (IEEE)

PROFESSIONAL EXPERIENCE

Zach is an electrical engineering principal in the Spokane office with a diverse background in power, lighting, communications, and photovoltaic designer both grid-tied and standby battery backup system applications, along with construction management. He brings over 21 years of experience designing electrical systems for sports and recreation, civic and government, education, commercial, industrial, and multi-family residential projects. The process of finding new ideas that lead to project solutions is what excites Zach most about the work he performs. He understands that these ideas can come from anywhere and enjoys the collaborative nature of engineering and working as part of a team to achieve clients' goals.

PROJECT EXPERIENCE

Riverfront Park North Bank Regional Playground, Spokane, WA

Electrical engineering principal for the design and construction administration services for the new North Bank Regional Playground located in Riverfront Park. Improvements included Great Missoula Floods-themed playground complete with play structures, splash pad, skate park, and basketball courts, and ~130 stall parking lot. Work included full demolition and design of a new 6,000 sf, two-story maintenance and operations building, including a covered storage area and storage yard, and modifications to the existing park shelter and public restroom building, all supporting the design of the regional park.

ADDITIONAL RELEVANT EXPERIENCE

- ▶ City of Spokane Havermale Parking Lot, Spokane, WA
- ▶ Heyburn State Park Marinas Electrical Upgrade, Coeur d Alene, ID
- ▶ Mowry State Park Improvements Design, Worley, ID
- ▶ Upper Kittitas Recreation Center, Upper Kittitas, WA
- ▶ Caldwell City Pool, Caldwell, ID
- ▶ White Salmon Valley Pool, White Salmon, WA
- ▶ Sandpoint War Memorial Field, Sandpoint, ID
- ▶ Avista Upriver Park Project, Spokane, WA
- ▶ Connell Swimming Pool, Connell, WA
- ▶ Sandpoint West Athletic Club Building Assessment, Sandpoint, ID
- ▶ Columbia Park Golf Links Clubhouse, Kennewick, WA
- ▶ Swimming Pool Projects, Spokane, WA
- ▶ City of Liberty Lake Orchard Park, Liberty Lake, WA
- ▶ YMCA Yakima, Yakima, WA
- ▶ Prairie View Park, Spokane, WA
- ▶ YMCA/YWCA Central, Spokane, WA
- ▶ YMCA North, Spokane, WA
- ▶ Sacajawea State Park, Pasco, WA
- ▶ STA South Hill PR Improvements, Spokane, WA



Years of Experience: 36



Education

BS Architectural
Engineering, Structural
Preference, Kansas
State University



Professional Licenses

WA, Civil Engineer, #030186

WA, Structural Engineer,
#030186

OSPI Building Condition
Assessment (BCA) Certified

USACE Construction
Quality Management
for Contractors (CQM)
Certificate #NWS072103712



Professional Organizations

Member, Past President for
the Spokane Chapter, Past
Washington State President,
Structural Engineers
Association of Washington
COFFMAN ENGINEERS

PROFESSIONAL EXPERIENCE

Lynn Burton's structural design experience includes renovations, new facilities, and additions to sports and recreation, civic and government, educational, commercial, and industrial facilities. Lynn has a passion for renovation and remodeling projects, and her designs utilize several primary structural systems, including wood, masonry, concrete, steel, post-tensioned concrete, and cold-formed steel. She is also OSPI Building Condition Assessment certified and has a deep understanding of the building survey and assessment process. Lynn is experienced with and committed to finding cost-effective solutions, value engineering, constructability reviews, teamwork, and quality control.

PROJECT EXPERIENCE

One Spokane Stadium, Spokane, WA

Senior discipline engineer providing structural design services for a \$30M, 5,000 seat stadium with support buildings on the east and west sides of the field housing utility spaces, locker rooms, restrooms, press box, concessions, guest services, lobby spaces, and concourse access to the stadia seating. Construction consists of load bearing concrete masonry unit and concrete walls supporting precast hollow core planks at the concourse level, steel framing for the upper levels including the press box, and steel framing supporting stadia grandstand seating. The project was GCCM with multiple early bid packages to meet the construction schedule.

Riverfront Park North Bank Regional Playground, Spokane, WA

Senior engineer provided quality control review of the specialty foundation design.

City of Spokane Parks & Recreation Demolition Plan 444 W. Cataldo Building, Spokane, WA

Project manager providing structural engineering for a demolition plan of the 444 W. Cataldo Building. There was concern that demolition of the building may damage adjacent buildings. Coffman analyzed the existing concrete structure and provided suggestions on how to safely demolish the existing building while limiting the likelihood of damaging the adjacent structures.

ADDITIONAL RELEVANT EXPERIENCE

- ▶ City of Spokane Valley Cross Country Complex, Spokane Valley, WA
- ▶ GESA Stadium Improvements, Pasco, WA
- ▶ Mowry State Park Improvements Design, Worley, ID
- ▶ Cheney Aquatic Center, Cheney, WA
- ▶ Yakima MLK Jr Park Aquatic Center, Yakima, WA
- ▶ HUB Sports Complex, Liberty Lake, WA
- ▶ Avista Stadium Improvements, Spokane, WA
- ▶ Heyburn State Parks Marinas Improvements, Coeur d'Alene, ID

WADE GELHAUSEN, PE

SPOKANE, WASHINGTON



Wade Gelhausen has twenty-seven years of experience in civil design of municipal, medical, educational, industrial, and commercial building projects. He also has experience in land development, planning, and road and utility design.

Wade believes strongly in maintaining strong client relationships by providing quality work in a timely fashion. He also strives to communicate constantly with the client and design team members. Wade is responsive when issues arise in the construction process and tends to clients' needs in a timely manner.

PROFESSIONAL TITLE:

Principal

EDUCATION:

B.S., Civil Engineering,
Gonzaga University, 1997

REGISTRATION:

Civil: Washington

PROFESSIONAL SOCIETIES:

American Institute of Architects -
Spokane Chapter (AIA)

Washington Society for
Healthcare Engineering

Member, OneAEC

As Principal in Charge, Wade's responsibilities will include attendance of major design meetings, coordination of resource allocation, billing and client management, quality assurance review, and providing the engineering stamp.

RELEVANT PROJECT EXPERIENCE

ESMERALDA GOLF COURSE MAINTENANCE BUILDING SEWER CONNECTION, Spokane, WA, [City of Spokane](#)

SPOKANE COUNTY CAMAS MEADOW PARK, Spokane County, WA

SPOKANE COUNTY PLANTES FERRY PARK, Spokane County, WA

SPOKANE COUNTY FAIR & EXPO CAMPGROUND, Spokane, WA

PAULINE FLETT MIDDLE SCHOOL, Spokane, WA

ONE SPOKANE STADIUM, Spokane, WA

BROWN'S PARK IMPROVEMENTS, Spokane Valley, WA

6TH AVENUE CITY PARK, Quincy, WA

MEAD SCHOOL DISTRICT UNION STADIUM, Mead, WA

CHENEY HIGH SCHOOL TRACK & FOOTBALL FIELD UPGRADES,
Cheney, WA

RIDGELINE HIGH SCHOOL, Liberty Lake, WA

SELKIRK MIDDLE SCHOOL, Liberty Lake, WA

AIRWAY HEIGHTS RECREATION CENTER EXPANSION, Airway Heights, WA

SUN LAKES CAMPGROUND, Sun Lakes, WA

CITY OF SANDPOINT TRAVERS PARK MASTER PLAN, Sandpoint, ID

MANITO GOLF AND COUNTRY CLUB EXPANSION, Spokane, WA

STEPHEN MATKIN, PE

SPOKANE, WASHINGTON



PROFESSIONAL TITLE:

Associate

EDUCATION:

B.S., General Engineering
with Civil Option,
Montana Tech, 2012

REGISTRATION:

Civil: Washington

Stephen Matkin has more than ten years of experience in civil engineering drafting and design. His experience includes projects in both the public and private sector. As a Project Manager with DCI, Stephen provides site planning layout and design of roads, sanitary sewer, water and storm drainage systems on a variety of educational, medical, commercial, municipal and industrial projects.

Stephen believes strongly in communication with clients and development team members in order to help projects proceed smoothly. He strives to maintain strong client relationships by providing cost effective solutions in civil engineering design.

As Lead Project Manager of the civil design team, Stephen will be responsible for managing all coordination between design consultants, assisting in day-to-day technical reviews, and monitoring the schedule to ensure that project milestones are delivered on time.

RELEVANT PROJECT EXPERIENCE

ESMERALDA GOLF COURSE MAINTENANCE BUILDING SEWER

CONNECTION, Spokane, WA, [City of Spokane](#)

SPOKANE COUNTY CAMAS MEADOW PARK, Spokane County, WA

SPOKANE COUNTY PLANTES FERRY PARK, Spokane County, WA

SPOKANE COUNTY FAIR & EXPO CAMPGROUND, Spokane, WA

PAULINE FLETT MIDDLE SCHOOL, Spokane, WA

ONE SPOKANE STADIUM, Spokane, WA

6TH AVENUE CITY PARK, Quincy, WA

MANSON PARKS - WILLOW POINT & SINGLETON FEASIBILITY STUDY,
Manson, WA

MEAD SCHOOL DISTRICT UNION STADIUM, Mead, WA

CHENEY HIGH SCHOOL TRACK & FOOTBALL FIELD UPGRADES,
Cheney, WA

RIDGELINE HIGH SCHOOL, Liberty Lake, WA

SELKIRK MIDDLE SCHOOL, Liberty Lake, WA

CHEWELAH SCHOOL DISTRICT TRACK & FOOTBALL FIELD RENOVATION,
Chewelah, WA

AIRWAY HEIGHTS RECREATION CENTER EXPANSION, Airway Heights, WA

SUN LAKES CAMPGROUND, Sun Lakes, WA

Relevant Experience

Our team has broad experience supporting small to large government agencies through task order-based contracts. Whether delivering quick-turn improvements or managing multi-phase park projects, we bring reliable coordination, thoughtful design, and the ability to adapt to evolving priorities. The following examples highlight work that reflects the range and quality of services we can provide to the City of Spokane.



Heroes Regional Park

Creating a vibrant community destination for sports and recreation.

GLENDALE, AZ — Dig Studio was the lead consultant for a collaborative effort with Lloyd Sports and Engineering to integrate diverse play and park elements within a dynamic, connected park environment. The design thoughtfully combined park drainage and winding pathways, creating a sense of discovery and exploration while establishing “cool zones” around flexible open spaces. Key features of the park included pickleball courts, multi-use sports fields, and the area’s first public artificial turf field. These enhancements marked the completion of Phase 3 of the park’s development. The park opened in May 2025, offering a vibrant new destination for recreation and community activity.

Client Name

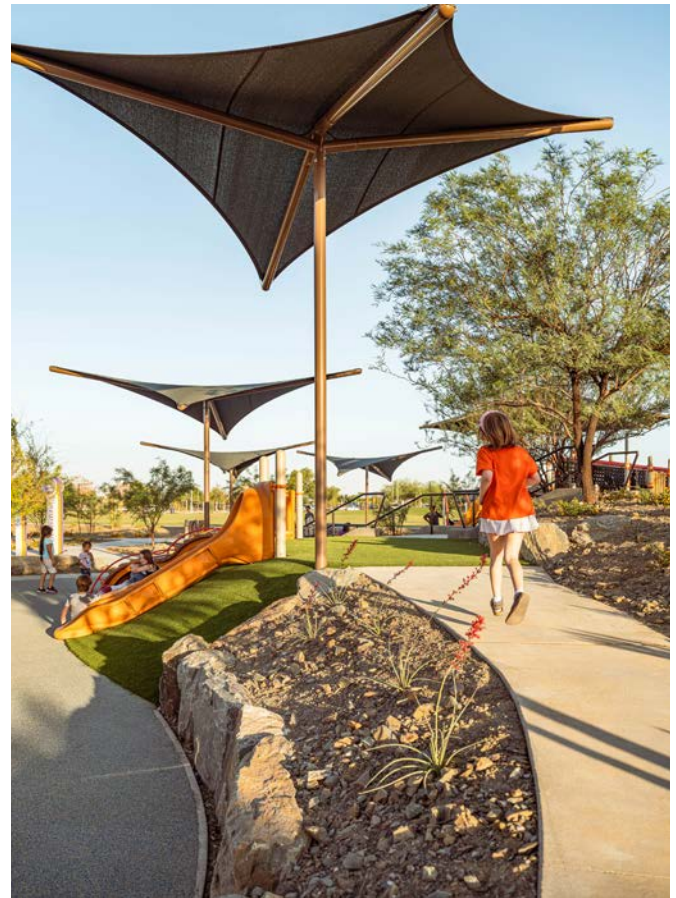
City of Glendale

Contract Period

2023-2025

Contact Person

Eddie Garcia,
City Architect Eng. Dept.
623.930.3652
egarcia3@glendaleaz.com





Gilbert Regional Park

Design Phase 1, 1B + Phase 2/3 Vision Plan

Recreational destination designed to offer a diverse range of amenities for residents and visitors alike.

Gilbert, AZ — Through Phases 1 and 1b of Gilbert Regional Park, Dig Studio has shaped one of Arizona's signature public spaces. This award-winning park features a performance plaza, event infrastructure, sports courts, an accessible pickleball complex, and integrated restrooms. Custom wayfinding, project logos, and monument signage create a cohesive park identity, while a mix of natural and structured shade makes it a true year-round destination. At its core is a reclaimed water lake that irrigates the park and enables earthwork balancing, forming the park's dynamic topography. The excavated fill created a three-level, fully accessible play mountain.

The project highlights Dig Studio's skill in phasing complex programs and planning infrastructure for long-term growth. The team is currently leading design for Phases 2 and 3, continuing the park's transformation into an iconic regional destination. These phases include ball fields and skate park programs along with numerous other programs and amenities.

Client Name

Town of Gilbert

Contract Period

2018-Current

Contact Person

Robert Carmona
Parks and Rec. Director
480.503.6284
Robert.Carmona@
gilbertAZ.gov





City Park Nature Play

Immersive space mirroring Colorado's ecosystems along a restored historic waterway, with nature play nodes and educational opportunities, seamlessly connecting to the park and community through integrated accessible trails.

DENVER, CO — Dig Studio led a multi-faceted team to create a natural play experience in the southeast corner of City Park, behind the Denver Museum of Nature and Science. The goal of the project was to create an inviting, flexible, inclusive, programmable, captivating space that encourages curiosity, wonder, learning, exploration and discovery.

The design features spaces that mimic Colorado's ecosystems along the spine of a historic waterway. Each habitat zone features nodes of nature play and tells its story through active and passive engagement by children and families of the community. Education opportunities were enhanced through programmatic extensions from the Denver Museum of Nature & Science. The restored waterway plays a key role in illustrating how the Colorado habitat zones were formed over millennia through their interaction with water as it flows from mountains to plains.

Client Name

Denver Museum of Nature and Science /City of Denver Parks & Recreation

Project Dates

2020-2024

Contact Person

Shelby Batalla, PLA, ASLA
City and County of Denver
Dep. of Parks and Recreation
720.913.0609 x30609
shelby.batalla@denvergov.org





Lions Learning Center

Inspiring minds outdoors and connecting the community with nature.

SPOKANE, WA — The Lions Learning Center is an outdoor classroom concept situated along the scenic Spokane River in Riverfront Spokane, offering panoramic views of the river and the newly renovated Post Street Bridge. This inspiring space is designed as a safe, engaging, and flexible venue for outdoor teaching and community learning.

Currently in the fundraising phase, the project is a collaborative effort between the Lions Club and Riverfront Spokane, united in their goal to enhance outdoor education and foster community connectivity. The design process has been guided by collaborative meetings with key stakeholders, including Lions Club members, local educators, program leaders from the Mobius Discovery Center, and teachers from Lumen High School. These discussions were instrumental in shaping the project's priorities and features, ensuring alignment with community needs and project budget.

To support fundraising, Dig Studio provided a marketing package and a preliminary cost estimate, setting the stage for the development of construction documents and eventual construction.

Client Name

Spokane Parks Foundation

Project Dates

2024

Contact Person

Jon Moog
City of Spokane Parks & Recreation, Director of Riverfront Spokane
509.655.1566
jmoog@spokanecity.org



Tumbleweed Park Pickleball Facility

Creating a premier pickleball hub that brings players, families, and the community together.

CHANDLER, AZ — Dig Studio worked closely with the City of Chandler—leading a team of architects and engineers—to deliver a new, 18-court, championship-level public pickleball facility at Tumbleweed Park, a regional community recreation destination in Chandler, Arizona. Our team led the project from conceptual design through construction, resulting in a successful outcome for both the client and the community.

The facility provides essential park infrastructure to support the growing number of pickleball enthusiasts and to accommodate organized tournaments in a comfortable, amenity-rich environment. Features include abundant shade and seating, a custom restroom and equipment-storage building, stretching and fitness stations, custom wayfinding signage, custom-designed practice walls and courts, and pickleball-themed sculptural art. Whether welcoming new players, seasoned athletes, or dedicated spectators, the Tumbleweed Pickleball Facility is designed to serve the community’s wide-ranging needs for generations to come.

Client Name
City of Chandler
Contract Period
2022-2025

Contact Person
Mickey Ohland
Community Services Planning
Manager
480.782.2743
Mickey.ohland@chandleraz.gov





Liberty Park Rotary Play All Ages and Abilities Park

Salt Lake City's most historic regional park will soon be home to a natural playscape which sets a new standard for inclusive play and wellness design.

SALT LAKE CITY, UT — Dig Studio is leading the design through construction of the Liberty Park Rotary Play Park All Ages and Abilities Playground. The design has been shaped by input from the National Ability Center and Special Olympics, resulting in a holistic, inclusive approach.

Rooted in the legacy of the Paralympic Games, the final design features a natural, immersive play and learning landscape. It integrates play and non-play elements to support physical wellness, sensory stimulation, social interaction, learning, and respite for children, adults, and caregivers of all ages.

Client Name: Department of Public Lands,
Salt Lake City Corporation

Contract Period: 2023-Current

Contact Person

Jon Ruedas, PLA, SITES AP
Senior Landscape Architect
801.232-0551
jon.ruedas@slc.gov



East Reno Trail Improvement

Creating a connected, safe corridor along the Truckee River east of Downtown Reno that invites people to explore, gather, and enjoy the riverfront.

RENO, NV — The East Reno Trail Improvement Project emerged directly from the Truckee River Vision Plan as one of its highest-priority early actions. This stretch of trail east of Downtown Reno has faced significant challenges including severe bank erosion, limited lighting, constrained access, reduced visibility, and vandalism; all of which have impacted safety and user experience. What began as a response to these urgent needs has evolved into a transformative opportunity to demonstrate the full potential of an activated, connected riverfront corridor.

Dig Studio is leading the effort to reimagine this segment of the trail through strategic widening, establishing consistent minimum trail sections, integrating art and placemaking elements, and upgrading furnishings and lighting to create a more welcoming and intuitive experience for all users. The team is guiding a stakeholder and public outreach process, with a particular focus on adjacent property owners to help align improvements, coordinate easements, and strengthen partnerships along the riverfront.

In parallel, we are working closely with the Carson Truckee Water Conservancy District (CTWCD) to thoughtfully address embankment stabilization needs while minimizing permitting requirements wherever feasible. By prioritizing maintenance-driven improvements and avoiding unnecessary triggers for additional permitting, the project can advance more efficiently while still delivering long-term resilience.



Client Name

City of Reno

Contract Period

2024-current

Contact Person

Brynna Nichols, MBA
Senior Management Analyst
Public Works
775-560-1669
nicholsb@reno.gov
1 E. First St., Reno, NV 89501



Balancing recreation and preservation, the plan update enhances trails, play areas, and sports facilities while safeguarding native landscapes, habitats, and scenic views for future generations.

The master plan update focused on enhancing accessibility, improving circulation, and incorporating new amenities while addressing long-term maintenance and sustainability concerns. The proposed updates include expanding trail systems, creating designated event spaces, modernizing infrastructure, and integrating more art and cultural elements into the park. Additionally, the plan emphasized preserving open spaces, improving park facilities, and addressing future water usage challenges, ensuring that Rancho San Rafael remains a vibrant and versatile destination for both everyday users and large events for years to come.

[illegible]

2024-2025

Faye-Marie L. Pekar, MPA, CPRP, Park
Planner Community Services Department
775.328.3611
fpekar@washoecounty.gov

Carpio-Sanguinette Park and Heron Pond Open Space Vision Plan

Denver Parks and Recreation’s first park to undergo SITES certification. Gold Level anticipated. Dig Studio supported planning through three phases of construction.

DENVER, CO — Located on a former brownfield in the north industrial edge of Denver the 80-acre site is located in an open space desert. Globeville holds some of the highest rankings for inequity on the Denver Community Health Neighborhood Equity Index. Therefore, the vision plan had a tremendous opportunity and responsibility to contribute to balancing inequity through access to high-quality open space.

The Landscape Architect-led team included ecologists, environmental and civil engineers, and community outreach consultants working with multiple city agencies. The park will become the largest natural area in the Denver parks system providing access to nature, education, recreation, and economic opportunities for an under-served community; and reconnecting it to the adjacent South Platte River greenway.

Client Name

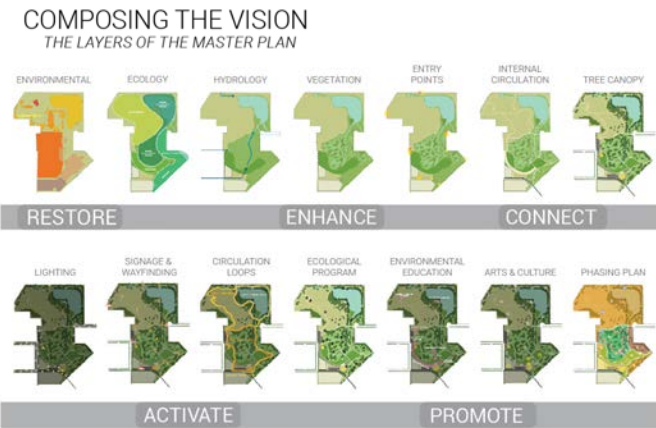
City of Denver Parks and Recreation and Denver DOTI

Project Dates

2024-2026

Contact Person

Cinceré Eades Parks Resiliency Principal Planner Parks and Recreation, City and County of Denver, 720.913.0655 Cincere.eades@denvergov.org





Washoe San Rafael Regional Park Amphitheater

Reimagining a beloved park destination into a flexible, community-driven event hub for everyday play and unforgettable gatherings.

WASHOE COUNTY, NV — The project involved the redesign of the former Great Basin Adventure Park into a vibrant community event center that better serves the evolving needs of the surrounding community. Building on the Rancho San Rafael Regional Park Master Plan Update—completed by Dig Studio the prior year—the concept design reimagines the site to balance everyday community use with flexible event programming.

The design includes regrading of the existing lawn to support daily use while creating optimal slopes for a new performance pavilion. Additional improvements include accessible walkways that meet current ADA standards and planting areas that showcase native and climate-adapted species. Close coordination with Washoe County has been central to the process, ensuring the design aligns with operational and maintenance capacities to create a sustainable, long-lasting public amenity.

Dig Studio served as a subconsultant on the design team, leading landscape architecture and site planning efforts. The team included DOWL Engineering, providing civil engineering services, and Lake|Flato Architects, leading architectural design. Dig's scope of work represented approximately 25% of the overall consulting fee for this phase.

Client Name: Washoe County Parks and Recreation

Contract Period
2025-current



Contact Person

Brett Steinhardt, CCM
Community Services Department,
Senior Project Manager
875.162.1320
bsteinhardt@washoecounty.gov

Legal Statement

Dig Studio, Inc. has not had any contracts terminated for default within the past five (5) years, nor at any time in the firm's history. The firm has never received a notice to stop performance due to non-performance or poor performance, and there are no incidents, claims, or related litigation to report. Accordingly, there are no other parties, addresses, phone numbers, or email contacts applicable to this requirement.

In over 13 years of operation, Dig Studio has also not been involved in any construction-related claims on any project, a record we attribute to our rigorous quality control and quality assurance (QC/QA) process, which includes detailed checklists and independent reviews of project documents by technical staff not directly involved in the project to ensure accuracy, accountability, and a consistently high standard of work that prevents disputes or claims from arising.

Articles of Incorporation



Document must be filed electronically.
Paper documents will not be accepted.

Document processing fee
Fees & forms/cover sheets
are subject to change.

To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business Center.

\$50.00

Colorado Secretary of State
Date and Time: 10/02/2012 03:18 PM
ID Number: 20121553406

Document number: 20121553406
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

DIG Studio, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", inc., "co." or "ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

1999 Broadway, Suite 3225

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Jester

(Last)

Jay

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1999 Broadway, Suite 3225

(Street number and name)

Denver

(City)

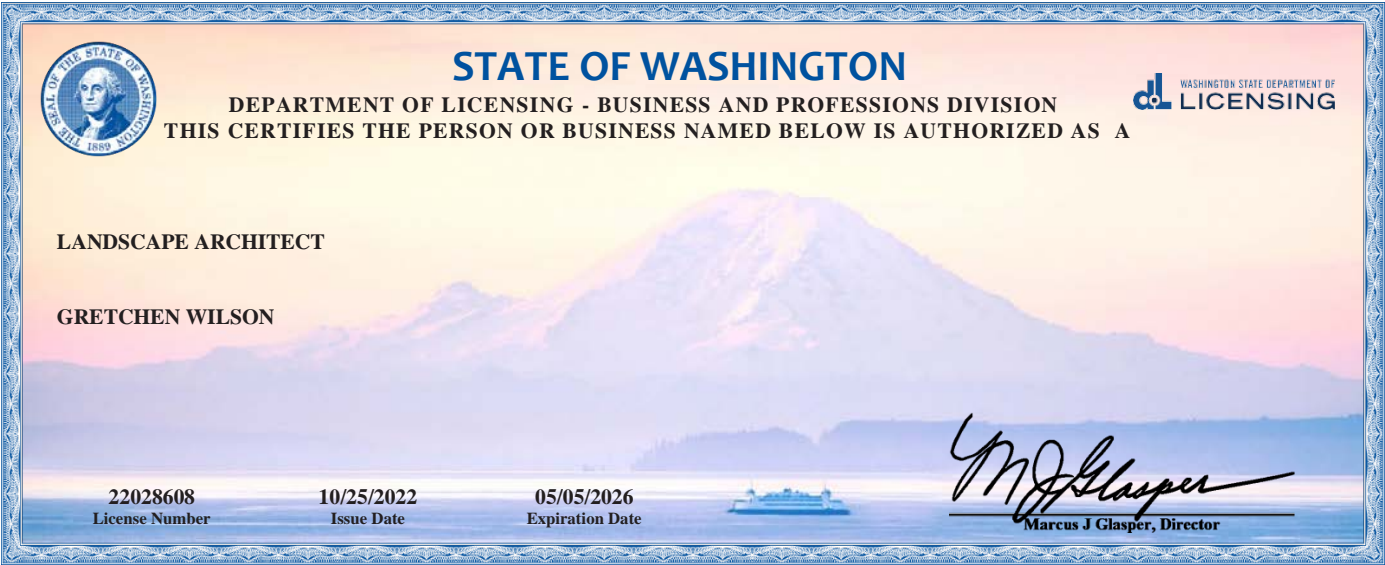
CO

(State)

80202

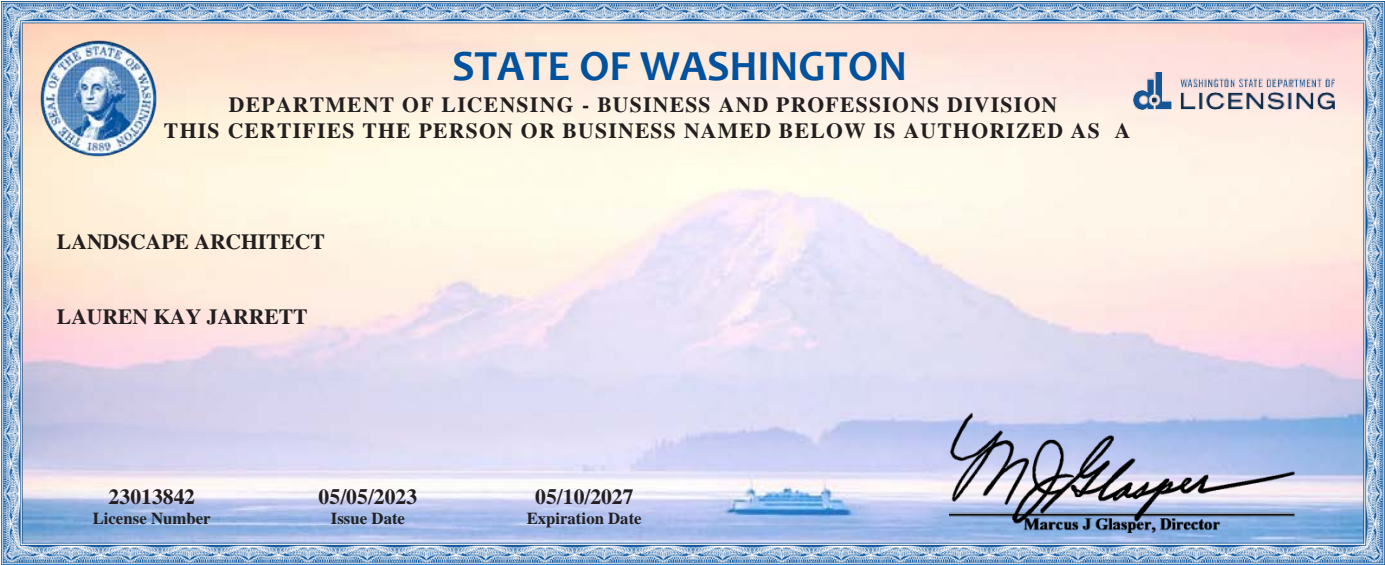
(ZIP/Postal Code)

Gretchen Wilson, Principal-in-Charge



(R/4/23)

Lauren Jarrett, Senior Project Manager



(R/4/23)


Attachment A

ATTACHMENT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

Dig Studio Name of Subrecipient / Contractor / Consultant (Type or Print)	Landscape Architecture Services - Parks Program Title (Type or Print)
Gretchen Wilson Name of Certifying Official (Type or Print)	 Signature
Principal, Co-Founder Title of Certifying Official (Type or Print)	12/15/2025 Date (Type or Print)



/dig/ verb

Skilled planners and designers unearthing possibilities and creating outstanding design solutions.

Dig
Studio

SPOKANE: 108 N. WASHINGTON, SUITE 412 SPOKANE, WA 99201 | 602.595.4101 X222

DENVER: 1521 15TH STREET, DENVER, CO 80202 | 720.328.1986

PHOENIX 3003 N. CENTRAL AVE., SUITE 800, PHOENIX, AZ 85012 | 602.595.4101

DIGSTUDIO.COM



it's humanature.

2026 DIG STUDIO BILLING RATES

Spokane City On-Call

Category	Amount
Principal P3	\$ 250.00
Principal P2	\$ 227.00
Principal P1	\$ 205.00
Designer VI (Landscape Architect / PM)	\$ 175.00
Designer V (Landscape Architect / PM)	\$ 157.00 \$160
Designer IV (Landscape Architect*)	\$ 147.00 \$130
Designer III (Landscape Architect*)	\$ 136.00 \$125
Designer II	\$ 126.00 \$115
Designer I	\$ 121.00 \$110
Administration	\$ 147.00

**Designer III or IV may or may not be a registered landscape architect depending on years of experience.*

Reimbursables include mileage, printing, postage, advertising, and any project related costs and will be billed at cost at rates agreed upon per contract.

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** DIG STUDIO INC**Business name:** DIG STUDIO INC**Entity type:** [Corporation](#)**UBI #:** 604-984-215**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** N 203 WASHINGTON
STE 310
SPOKANE WA 99201**Mailing address:** 1521 15TH ST
DENVER CO 80202-5980**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Oct-31-2026	Oct-10-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
RAINES, LAUREL	President,
WILSON, GRETCHEN	

Registered Trade Names

Registered trade names	Status	First issued
DIG STUDIO INC	Active	Aug-15-2023

The Business Lookup information is updated nightly. Search date and time: 1/29/2026 8:52:06 AM



Contact us

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Minneapolis, MN 55437		CONTACT NAME: Leticia Ortiz PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: leticia.ortiz@usi.com FAX (A/C, No):															
INSURED Dig Studio Inc. 1521 15th St Denver, CO 80202		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty Ins Co of America	19046	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6803K7839022447	11/26/2025	11/26/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6803K7839022447	11/26/2025	11/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP3K78438225	11/26/2025	11/26/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3K50973A2447	11/26/2025	11/26/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made			AEC909263208	11/26/2025	11/26/2026	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: The City of Spokane Parks solicitation for on-call landscape architecture services

Additional Insured: City of Spokane

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: February 4, 2026	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Place Landscape Architecture, LLC. / Master Consultant Agreement for 2026-2029 on-call landscape architecture services (not to exceed \$750,000.00)		
Begin/end dates	Begins: 02/12/2026	Ends: 12/31/2029	<input type="checkbox"/> 06/01/2525
Background/history: After the November passage of the citywide neighborhood park improvement & safety levy, the city issued RFQu #6470-25 seeking qualified consulting firms to provide landscape architecture services on an 'on-call' / 'as needed' basis from 2026-2029. 20 firms submitted proposals in response to the solicitation, and Parks intends to award approximately (6) contracts - awarding contracts in order from the highest ranked firm, to the second highest, and so on. After committee review, 'Place Landscape Architecture, LLC.' is the sixth highest ranked firm. As a result, staff is recommending contract award to this firm.			
Motion wording: Motion to approve Place Landscape Architecture, LLC. master contract for 2026-2029 on-call landscape architecture services not to exceed \$750,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Place Landscape Architecture, LLC. Name: Joshua Tripp Email address: josh@place-la.com Phone: 509.293.6743			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Garrett Jones Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: not to exceed \$750,000 Budget code: 1950-54920-94760-56504			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-603-875 Business license expiration date: 3/31/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

MASTER CONSULTANT AGREEMENT

**Title: 2026 – 2029 ON-CALL LANDSCAPE
ARCHITECTURE SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE, LLC.**, whose address is 125 South Stevens Street, Suite 300, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide 2026 through 2029 On-Call Landscape Architecture Services, in accordance with RFQu 6470-25; and

WHEREAS, the Consultant was selected through a Request for Qualifications #6470-25 issued by the City.

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 12, 2026, and shall end December 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignments") on the beginning date above. The City will acknowledge in writing when the Task Assignment 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 the Request for Qualifications #6470-25 and Consultant's Response dated December 15, 2025, which is attached as Exhibit A and Consultant's Professional Services Hourly Rates, which is attached as Exhibit B, made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls. As noted in Attachment 1 to Exhibit A – RFQu #6470-25, City may utilize federal grant monies to compensate portions of the work covered by this contract. To the extent federal grant monies are utilized for payment, Consultant agrees to comply with the grant requirements set forth in Attachment 1 that are not otherwise expressly identified as terms of this

contract (i.e., such as the debarment and suspension requirements set forth in paragraph 12 herein).

This agreement covers yet to be defined landscape architecture work associated with the City of Spokane park improvement projects, which will be further defined in individual Task Assignments.

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. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.

- 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. 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:** N/A.
- 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 Consultant 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. SOCIAL EQUITY REQUIREMENTS.

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.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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 Title 48;

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98, (signed December 15, 2025, attached to Consultant's Response).

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant

selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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

24. 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 or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. 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 Agreement, 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.

PLACE LANDSCAPE ARCHITECTURE, LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

Exhibit A – Consultant’s RFQu 6470-25 Response dated December 15, 2025

Exhibit B – Consultant’s Professional Services Hourly Rates – effective Jan 2026

26-022

EXHIBIT A

EXHIBIT B

**Place Landscape Architecture LLC
Professional Services Hourly Rates – effective Jan 2026**

December 15, 2025

LETTER OF SUBMITTAL

City of Spokane, RFQu No. 6470-25, 2026-2029 On-Call Landscape Architecture Services

Dear Ms. Prince and Selection Committee Members:

PLACE Landscape Architecture (PLA) is pleased to submit our response to the City of Spokane's Request for Qualifications for On-Call Landscape Architecture Services. We understand the City of Spokane, through its Parks and Recreation Division, is seeking highly qualified landscape architecture firms to support the planning, design, bidding, and implementation of various park improvement and enhancement projects, funded in part by the recently approved neighborhood park improvement and safety levy.

Our firm is committed to collaborating with the City to successfully execute the scope of services outlined in the RFQu. We are **well-versed in the needs of municipal clients** and committed to **ensuring that Spokane families and neighbors receive the highest return on their investment**. We are flexible; willing to adapt the scope of work, resources, and services based on the City's dynamic needs. Our team offers the bandwidth necessary to meet all design and schedule needs for future projects. We understand the scope of work will be established on an as-needed basis, and wish to be considered for **all landscape architecture work**.

- PLACE Landscape Architecture, LLC (a Washington State S-Corp) was established in 2016, and is a certified DBE by the Small Business Administration and State of Washington OMWBE programs.
- PLACE LA exceeds the requirements identified in Paragraph 1.3 of the RFQu, "Minimum Qualifications".
- Firm leadership includes Joshua Tripp and Justin Weathermon, both of whom are professional landscape architects currently licensed to practice within the State of Washington.
- Work shall be performed from our office headquarters in Spokane.
- No current or former employees from the participating Agencies are employed by or on the Firm's governing board as of the date of this Proposal or during the previous twelve (12) months.
- We certify that PLACE LA has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension." We further acknowledge that we will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, and will comply with City requirements for cost principles (2 CFR 200, Subpart E) and audit requirements (2 CFR 200 Subpart F).
- PLACE LA carries general and professional liability insurance of 1m/2m.
- We will fully comply with all terms and conditions as identified in the RFQu, unless otherwise agreed by the City.

We are confident that our team possesses the qualifications, experience, and dedication necessary to provide outstanding on-call landscape architecture services to the City of Spokane. We are honored to contribute to the success of the "Healthy Parks, Healthy Neighborhoods" levy mission.

Sincerely,



Joshua Tripp, PLA, ASLA
Principal, PLACE Landscape Architecture
125 S. Stevens Street, Suite 300
Spokane, WA 99201
509.293.6743 (direct)
josh@place-la.com



PLACE LANDSCAPE ARCHITECTURE RFQU #6470-25

2026-2029 ON-CALL LANDSCAPE ARCHITECTURE SERVICES

SPOKANE, WA

DECEMBER 15, 2025

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MANAGEMENT PROPOSAL - INTRODUCTION

PLACE Landscape Architecture was founded in 2016, and has consistently grown to become one of the larger landscape architecture firms in eastern Washington. PLACE is an equal opportunity employer, and committed to providing equal employment opportunities for all applicants and employees, regardless of race, religion, gender, national origin, age, disability, marital status, or veteran status.

At PLACE we have a deep understanding of our role in shaping the world around us, and promoting responsible stewardship of the environment. We specialize in providing **creative** solutions while ensuring public safety. Our team offers decades of **experience** to ensure what gets built in the field accurately reflects the design intent and is of the highest quality. Our creative work has won many design awards, and our **dedication** to client satisfaction is apparent by the amount of work we receive from repeat clients, about 80%.

As shown on the following pages, PLACE exceeds the minimum qualifications as requested. We are licensed to do business in the state of Washington, and our staff of Landscape Architects are licensed/certified to do the work proposed in this response. Neither PLACE, nor any of it's employees have had a contract terminated for default or performance.

OFFICES

Spokane Headquarters

(7) In-Office Employees
125 S. Stevens Street, Suite 300
Spokane, WA 99201
509.570.2157

Licensed States

Washington | Idaho | Montana | Oregon |
New Mexico

Annual Revenue: 1.5m +

Professional Liability: 1m + (variable)

Founded: 2016

email: info@place-la.com

url: www.place-la.com

est: April 2016

duns: 080485236

SBE: S000028225

UBE: 603-603-875

Awards / Press:

Mountain Living Magazine, Inlander, Journal of Business features on PLA | Mountain Living Magazine (July 2019) listed as Top Mountain Landscape Designer | WALP Grand Award & Award of Distinction (2023)



YOUR PARK DESIGN EXPERTS

The team at PLACE Landscape Architecture has designed, assisted with bidding, and overseen construction for countless (20+) municipal and community parks planning and development projects throughout the Western United States, with a focus in the Pacific Northwest. Using a cost-effective approach, we bring creative solutions to complex problems while ensuring constructibility, long-term maintainability, and strict budget compliance. Our team is committed to delivering a quality product on time and within budget.



PLACE-LA.COM | 509.570.2157



STATEMENT OF QUALIFICATIONS | 1

MANAGEMENT PROPOSAL - PROJECT REQUIREMENTS

Having worked with the Spokane Parks Department on several recent projects (and as a contributor, proponent of, the recent neighborhood park improvement and safety levy), we are well versed and understand the many current and diverse needs of the Parks and Recreation Department. We are aligned with their programming, management structure, and vision/goals. The PLACE team is capable of delivering planning, public engagement, detailed design, technical documentation, and construction-support services for a wide variety of projects across the entire municipal park system; over 105 properties and 4,025 acres. From playgrounds and sports facilities to trails, natural areas, irrigation systems, signage, and general park infrastructure, our team is primed to deliver.

We understand this initial roster will serve the first three years of the twenty-year neighborhood park improvement and safety levy, which will generate approximately \$12 million annually for park upgrades. While major projects will be advertised through a competitive, qualifications based request, the majority of work will be contracted through this on-call roster. Additional funding may supplement this work, and any potential work awarded may include state or federal grant monies. These grant-funded projects carry specific programmatic, financial, and reporting requirements that must be strictly followed to maintain compliance and ensure continued eligibility for funding. These may include documentation standards, procurement procedures, cost controls, auditing requirements, and performance tracking that exceed typical project expectations. Adhering closely to these rules is essential not only to safeguard the integrity of the project but also to protect the City and its partners from funding disruptions, penalties, or repayment obligations associated with non-compliance. After the initial 3-year term is complete, an optional 1-year extension may be awarded. We understand total expenditures over the three-year life of awarded contract(s) shall not exceed a total of \$750,000 per contract, unless amended.

As outlined in the "Healthy Parks, Healthy Neighborhoods" program manual, levy funding is programmed for park renovation projects and investing in our community neighborhoods. Due to the reduced funding in the recent past, nearly half of the cities parks have not received any capital investment in over 20 years. This has led to conditions that require substantial repair and/or modern amenities that reflect the needs of the local residents. These improvements, combined with safety and maintenance enhancements (including staffing and equipment), and acquisition of new park lands comprise the entirety of the programmed levy funding.



MANAGEMENT PROPOSAL - APPROACH & METHODOLOGY

PLACE's management philosophy centers on Accountability, Integration, and Communication to function as a seamless extension of the Parks Department. As the primary on-call consultant, we accept full responsibility for all deliverables and sub-consultant performance. Our objective is to support the City's Project Manager in achieving the on-time and on-budget delivery of all contracted work.

Project Organization and Leadership

We utilize a centralized management model to ensure efficiency and clear authority. The single point of contact, Justin Weathermon, will serve as Project Manager (PM), and shall be the sole point of contact for the City and the single point of direction for all sub-consultants. This streamlined approach minimizes overhead and ensures consistent messaging.

Integrated Project Team

Our team structure accommodates the integration of all disciplines that may be required (Landscape Architecture, Civil Engineering, Structural, Geotechnical, Traffic, Architecture, and Environmental Services, etc.). Resumes detailing professional qualifications and expertise for all PLACE members are provided.

Internal Management

The PM will initiate the project with a formal Team Kick-off Meeting to establish roles, responsibilities, and standardized internal file sharing protocols. The PM will track and manage performance, resources, and progress across all sub-consultants weekly.

Sub-Consultant and Contractual Oversight

Depending on the work contracted, it may be necessary to engage the specialty services of sub-consultants, which brings significant value to parks projects by expanding the breadth and depth of expertise available to the landscape architect. Specialists in areas such as ecology, civil engineering, cultural resources, lighting, pumping systems, play design, and structural systems provide targeted knowledge that strengthens the overall project, ensuring that every component is approached with precision and best-practice standards. Their contributions help anticipate challenges early, refine technical solutions, and optimize long-term maintenance. By integrating these focused skill sets into the design process, we can deliver parks that are more resilient, inclusive, functional, and aligned with regulatory requirements—resulting in higher-quality outcomes for the City and our neighborhoods.

We impose strict oversight to ensure all sub-consultants comply with the City's contractual and quality standards. All sub-consultant agreements will strictly mirror the relevant terms and conditions of the on-call contract, ensuring compliance with state regulations (RCW/WAC) and standards. We will enforce City's specific insurance requirements, including requiring any similar written waivers and/or insurance clauses from each of our sub-consultants. We will ensure that City is named as an Additional Insured on all policies, including those of our subcontractors, as primary coverage.

Sub-consultant invoices will be reviewed and approved by the PM only after verified work has been completed and passed the inter-discipline quality control review for the associated milestone, as outlined on the following page.



MANAGEMENT PROPOSAL - SAMPLE WORK PLAN

PLACE's methodology creates a flexible, proactive, and efficient framework for initiating, executing, and closing out individual task orders under the master contract. Our typical procedure involves a three-phased approach to workflow:

Phase 1

Initiation, Scoping, & Agreement

Upon receiving notice of a new task order, PLACE immediately schedules a meeting to define the scope, budget, permitting requirements, and schedule with the City. This early communication with the City staff ensures work is well defined, expectations are clearly set, and creates the opportunity to begin the collaborative design process. If applicable, considerations for park planning, public engagement, project validation, the need for specialty sub-consultants, and necessary supplemental information are addressed.

Following initial scoping, the PLACE LA team performs tasks necessary to quickly validate the project, and prepare/finalize the work agreement. This may include review of any existing documentation, performing initial site assessments, defining the project schedule, and generating a formal Task Order proposal for City approval. Work scope considerations may include compliance with existing master plan documentation and previous studies, ADA accessibility reviews, and other associated parameters.

Phase 2

Execution, Documentation, & Coordination

Based on the executed work agreement, PLACE LA begins work on the defined tasks. We start with contracting sub-consultants (if necessary), and fully coordinate the design team to include scope, schedule, and budget. As PLACE LA leads our design team through the successful execution of the work agreement, we back-check deliverable schedules, provide up to date cost estimates, and thoroughly review work to ensure we are meeting scope, schedule, and budget expectations. We facilitate regular meetings with City staff to coordinate, collaborate, and incorporate feedback.

Our small firm implements a rigorous, mandatory, 4-stage QA/QC process tailored to ensure work is biddable and constructible.

- **Internal Sub-Consultant Self-Check.** Each discipline (e.g., Civil, Geotech) performs an internal quality review on its own deliverables and design sheets.
- **Inter-Discipline Review.** Your PLACE Project Manager leads a technical review to ensure graphic consistency, contractual compliance, and smooth coordination between all disciplines (e.g., Landscape Architecture plans align with Civil Engineering stormwater plans).
- **City Formal Design Review.** We submit draft documents at the required submittal stages based on the work agreement. Depending on the project scope, multi-disciplinary and permitting reviews may be required. The PM then facilitates coordination meetings with the City's Project Manager to address feedback promptly. Depending on project scope and the level of expertise required, PLACE LA either performs independent cost estimation, or utilizes specialty sub-consultants to provide these services.
- **Final Delivery - Washington State Stamping.** All final plans, specifications, and estimates (PS&E) will be certified and stamped by a professional licensed in the State of Washington (Landscape Architect, Engineer, etc.), confirming their biddability and constructibility.



STAFF QUALIFICATIONS

A brief description of PLACE's personnel are listed below, for full resumes of anticipated key contributors and licenses, please see Appendix 1.



Joshua Tripp, PLA, ASLA

Principal

Joshua presents nearly 30 years of diversified professional landscape architecture experience and has provided design and permitting services on countless projects for parks, open spaces, trails, and playgrounds. His past work includes renovation of existing sites as well as new builds. For this on-call contract, Joshua will lead administrative efforts and oversee invoicing and contract administration. Time allocation during contract period: 15%, but may be increased on as-needed basis. Please see appendix for Josh's complete resume and license information.



Justin Weathermon, PLA, ASLA (Project Manager)

Principal

With 20 years of experience, Justin, is proficient in conceptualizing and executing innovative designs. Justin has designed and managed over 40 parks design and permitting projects throughout his career. At PLACE, he manages day to day operations, large projects, and oversees deliverables including quality assurance/quality control and provides mentorship to junior employees. For this project, Justin will serve as the Project Manager and be the point of contact for City staff and our consultant teams. Time allocation during contract period: 50%. Please see appendix for Justin's complete resume and license information.



Henry Herman

Creative Lead, Designer II

Henry brings nearly ten years of public project design experience with a specialty in community engagement, graphics and visualization, and production support. His past experience has allowed him to travel the world and work internationally. For this on-call contract, Henry will oversee graphic production by PLACE and inject creativity when needed for schematic and conceptual designs. Time allocation during contract period: 20%.



Sean McMillion

Project Manager, Designer II

Sean brings more than 10 years of experience providing support and managing technical projects. He excels at grading and drainage design, permitting support, and technical detailing. His past project experience includes community parks, streetscapes, and plaza design. Sean regularly provides construction administration services and handles field inspections. For this on-call contract, Sean will provide assistance as needed with technical drawing support and field-related observations. Time allocation during contract period: 20%.



STAFF QUALIFICATIONS

A brief description of PLACE's Key Personnel are listed below, for full resumes please see Appendix 1.



Anjelica Sifuentes

Designer I

Anjelica is a skilled designer with seven years of diversified experience spanning complex projects including parks, schools, municipal facilities, and more across the Western United States. Her expertise includes comprehensive construction documentation, permitting/mitigation, and compliance. For this on-call, Anjelica will provide design and production support for all landscape architectural work. Time allocation during contract period: 50%. Please see appendix for Anjelica's complete resume.



Evan Pfau

Designer I

Evan brings five years of professional design experience, paired with extensive hands-on experience in the field. He is an experienced designer, having contributed to complex projects including parks, schools, and municipal facilities in the Pacific Northwest. His expertise includes comprehensive construction documentation, a diverse planting knowledge, and irrigation design, and is also licensed drone operator. Evan will provide design and production support for all landscape architectural work, and handle drone photography/site capture if needed. Time allocation during contract period: 50%. Please see appendix for Evans's complete resume and license information.



Maeve Collins

Designer I

Maeve will be a graduate of the University of Washington's Landscape Architecture program in the spring of 2026. She spent her summer in 2025 as an intern at PLACE, and was a regular contributor to a full spectrum of projects, including parks, streetscapes, and luxury residential work. For this on-call she will provide limited drafting and graphic production support. Time allocation during contract period: 10%.



Brooke Hames

Operations Executive

Brooke plays a key role in advancing Place's mission by strengthening the operational foundation that supports the firm's creative practice. With experience spanning business strategy, finance, and organizational development, she ensures that the team has the tools, systems, and clarity needed to deliver exceptional results. For this on-call, Brooke may handle invoicing coordination and insurance deliverables. Time allocation during contract period: 10%.



POTENTIAL SUB-CONSULTANTS

As previously indicated, we anticipate specialty sub-consultant services may be required for specific projects. We work closely with the potential list of sub-consultants below, both on municipal parks projects and various design projects. This list is not exhaustive, rather provides an indication of our preferred partners and serve as a basis for future consideration. We are willing to adjust our consultant team, as needed, based on City preferences for specific projects.



Aquatics & Splash Pads
Aquatic Studio, Inc.
Vortex Aquatics



Civil & Structural Engineering
TD&H Engineering
Coffman Engineering



Geo-Technical Engineering
Buddinger & Associates



Electrical Engineering
KWR Electrical Consulting & Design



Environmental Engineering
Haley Aldrich



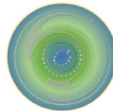
Estimation
MACC Estimating Group



Grant Writing
Positive Impact Grant Writing



Mechanical Engineering
MSI Engineers



Planning & Public Engagement
Stonehenge Government & Planning



Traffic Engineering
CivTech, Inc.



STAFF QUALIFICATIONS - ORGANIZATIONAL CHART

The chart below reflects our internal team structure, with the names of anticipated primary contributors to the on-call shown as bold. As noted previously in the staff qualifications section, these primary contributors have a greater amount of time allocated to the on-call. Any necessary consultants will be added upon request and coordinated by the Project Manager.



FIRM QUALIFICATIONS - PAST EXPERIENCE

The table below highlights 10 (ten) contracts that illustrate PLACE LA's comprehensive experience delivering services identical or very similar to those listed under the RFQu. All projects were completed within the last three years. Items 1-3 on the list include "non-City staff" references as requested.

	Project Name / Location	Reference Number	Contract Period of Performance	Contact Name	Phone	email address
1	Vista Field, Daybreak Commons Ph1 Kennewick, WA <i>(Non COS Reference)</i>	25-019	03/2025 to present (see pg 11 for scope)	Larry Peterson, Director (Plan&Dev)	(509) 586-1186	lpeterson@portofkennewick.org
2	Foxtail City Park Post Falls, ID <i>(Non COS Reference)</i>	24-036	07/2024 to present (see pg 12 for scope)	Robbie Quinn, PLA (Park Planner)	(208) 773-0539	nhamad@spokanecity.org
3	Mahogany PUD Roundhouse Plaza/Linear Park City of Coeur d'Alene, ID <i>(Non COS Reference)</i>	23-009	08/2024 to present (see pg 13 for scope)	Bill Greenwood, Parks & Recreation Director	(208) 769-2251	bgreenwood@cdaid.org
4	Meadowglen Park / Spokane, WA	2024-0238	02/2024 to present	City of Spokane Staff		
5	Canon Hill Pond Renovation / Spokane, WA	2024-1034	11/2024 to present	City of Spokane Staff		
6	Dowriver Golf Course / Spokane, WA	2024-0873	08/2024 to 12/2024	City of Spokane Staff		
7	Hayden Sky PUD, Ph3 Park / Hayden, ID	25-052	06/2025 to present	Dale Rainey, Rainey Design Group		
8	Foxtail Community Parks / Post Falls, ID	varies	01/2023 to present	Gabe Gallinger, Development Manager		
9	Pullman Skate Park MP / Pullman, WA	25-029	05/2025 to present	Kurt Dahmen, Parks & Facilities Director		
10	Cemetery Expansion / Leavenworth, WA	24-027	04/2024 to present	Andi Zontek-Backstrum, Public Works Dir		

The PLACE team currently provides similar on-call services to the following agencies.

Cities/Committees

City of Moscow, ID
City of Lewiston, ID
City of College Place, WA
City of Sandpoint, ID
City of Post Falls, ID
City of Billings, MT

Education

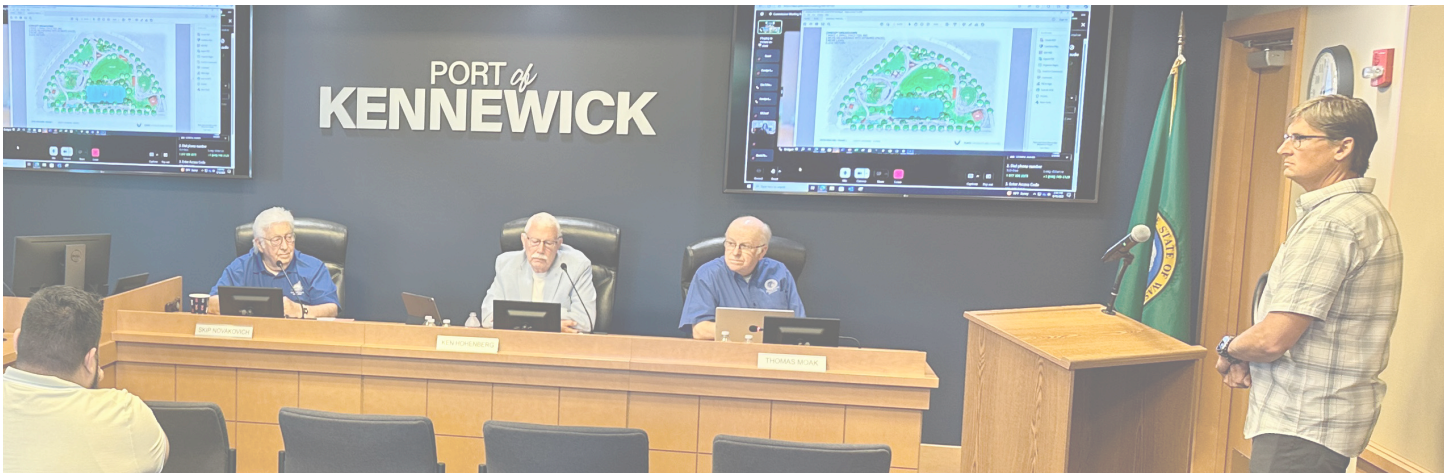
Spokane Public Schools
Washington State University
Eastern Washington State University

Ports/PUDs

Port of Kennewick, WA
Port of Walla Walla, WA
Port of Pasco, WA
Whitman County, WA

Agencies

WA State Parks
WA State Dept. of Transportation



FIRM QUALIFICATIONS - PAST WORK

DAYBREAK COMMONS AT VISTA FIELD | KENNEWICK, WA

Conceived as the central amenity within the Port of Kennewick's master plan to convert a former airfield into a walkable, mixed-use town center, Daybreak Commons functions both as a linear green space and as a flexible public amenity. The design focuses around a sequence of civic-scaled spaces – plazas, water features, planted promenades and intimate seating pockets – stitched together by pedestrian-first pathways that invite lingering, social activity, and events.

Design at Daybreak Commons emphasizes sensory richness and ecological performance. Rock-edged channels of the existing stream and pond create an opportunity for planted swales and a pedestrian bridge that creates a layered experience – shade and seating at the edge of moving water, open sunlit plazas for markets or performances, and quieter alcoves for reading or conversation. These elements are sculptural and social, but also integral to sustainable infrastructure, managing runoff, supporting habitat, and creating micro-climates in Kennewick's semi-arid environment.

Material choices and landscape composition were selected to balance long-term performance with soft visual qualities and create an urban oasis. Durable paving patterns define event zones and circulation paths, while generous tree canopies and native-drought tolerant planting beds soften the urban edges and reduce maintenance needs. Sculptural boulders act as informal amphitheater steps near the water feature, enabling an effortless shift between everyday use – walking the dog, commuting on foot or by bike – and programmed activation like concerts, farmers markets, and community gatherings. Adaptive reuse and civic programming anchor the park's identity. The redevelopment team has treated legacy structures and the site's aviation history as opportunities: aircraft hangars and site features have been adapted into open-air pavilions and gateways that serve weekend markets, festivals and smaller cultural activations, linking the park's everyday calm to its role as the neighborhood's social engine.

Ultimately, Daybreak Commons exemplifies contemporary New Urbanism principles translated into landscape form: a public realm that is resilient, multi-functional, and tightly integrated with surrounding urban fabric. Its design and improvements demonstrate how landscape architecture can catalyze redevelopment – by delivering infrastructure that is civic in purpose, ecologically responsive, and designed to support both spontaneous daily use and large-scale community events. As Vista Field continues to evolve, Daybreak Commons will remain a critical piece: the green heart that animates—and is animated by—the people, businesses, and cultural life the master plan aims to attract.

CLIENT



YEAR / SIZE

2025 / 2.5 acres

SCOPE

- Community Engagement
- Schematic Design
- Construction Drawings 30/60/90 Deliverables
- Bidding (2026)
- CA (2026)

ELEMENTS

- Creative Play Design
- Accessible Shelter
- Amphitheater
- Site Lighting
- Native Landscape
- Ice Rink Planning
- Pond Integration
- Pedestrian Circulation
- Stormwater Integration
- Pedestrian Bridges
- Site Berming
- Multi-Use Facility

PROJECT RELEVANCE

INTERCONNECTIVITY

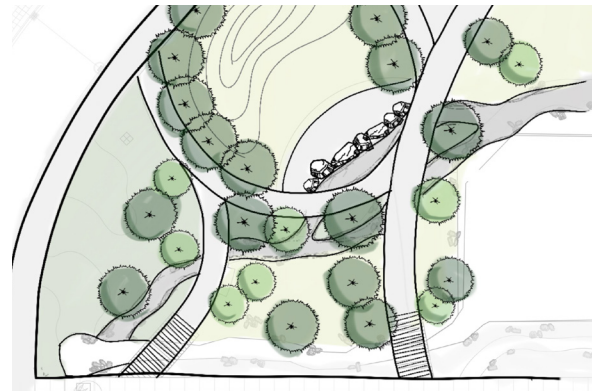
COMMUNITY ACTIVATION

CREATIVE PLAY AREAS

ACCESSIBILITY



The proposed aircraft beacon creates an interesting entry to the park while integrating historical site context.



Site plan and informal amphitheater design study.



FIRM QUALIFICATIONS - PAST WORK

FOXTAIL CITY PARK | POST FALLS, ID

While a network of smaller community parks, open spaces, and an expansive greenbelt system are currently in place (these are highlighted later in this document), this project aimed to coalesce the region by creating a larger, more public focused, City Park.

The design presents a **balanced approach between expansive multi-use sports facilities and natural elements**. Turf grass play-fields were highly desired and a critical component of the final design. The perimeter of the site integrates prairies and **native plantings** to maximize drought tolerance and provide buffers to adjacent homes that simulate natural habitat. To simplify maintenance and help ensure successful park upkeep, shrub plantings are minimized focused to areas strictly around key site components such as the play area, restroom building, and sports courts. These transitional zones help keep activity contained, provide low visual and pedestrian circulation barriers, and beautify the space. Overall, these improvements make the park a social anchor for the neighborhood and provide a recreational destination for the citizens of Post Falls.

Demographics near the site vary greatly with residents ranging from young families to nearby retirement centers, a focus of the design was to activate the space and create a multi-generational destination. **PLACE was tasked with** ushering the project from conceptual design through final construction documents, bidding support, and construction administration. The first phase of construction will include all hardscapes and is anticipated to be complete in early to mid 2026, phase two construction will include landscape and will follow shortly after.

The PLACE team worked closely with the development team and City Staff to ensure the design was cost-effective, serves the dynamic needs of all residents, and intentionally minimizes maintenance. The perimeter of the site incorporates grasses that require little to no mowing, reduced water consumption, provide habitat, and are reminiscent of the natural environment. The parking lot, with integrated stormwater swales, provides easy access to the site from the community, and serves as an access point to the community walks and greenbelt system. The pathway system is designed with oversized corridors to allow for ease of access from large maintenance equipment. Robust tree plantings create shade, provide a significant sound buffer to adjacent homeowners, and create a sense of enclosure and defined space within the park.

CLIENT



YEAR / SIZE

2025 / 14 acres

SCOPE

- Schematic Design
- Construction Drawings
30/60/90 Deliverables
- Bidding (2026)
- CA (2026)

ELEMENTS

- Soccer Fields
- Pickleball Courts
- Basketball Court
- Fencing
- Parking Lot
- Restrooms
- Site Lighting
- Adaptive Landscape
- Inter-connective Paths

PROJECT RELEVANCE

PARKING AND CIRCULATION

COMMUNITY ACTIVATION

SPORTS FIELDS & COURTS

RESTROOM FACILITIES



Conceptual site plan.



Graphic support.



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FIRM QUALIFICATIONS - PAST WORK

MAHOGANY PARK PUD | COEUR D'ALENE, ID

As part of the proposed Mahogany Park PUD, the City of Coeur d'Alene identified a need to relocate a portion of the historic Centennial Trail system that would allow for a more interconnected pedestrian experience and revitalize a portion of the Spokane River Corridor, creating a greenbelt that enhances Riverstone Park and its surrounding area. This transformation re-routes this portion of the Centennial Trail along the river and into Riverstone Park. PLACE was tasked with designing the trail realignment and incorporating a small park and public plaza space to integrate seamlessly with a new commercial development that serves the community.

The improvements honor the region's mining, logging, and railroad heritage with a custom detailed turntable plaza along the trail. The plaza features intricate paving with rails symbolic of the historic railroad tracks, and fixed benches set within a grove of trees and native inspired landscape. Opportunities for educational signage were identified and will be added after initial improvements are complete. Streetscape improvements, pedestrian crossings, and custom walls/signage highlight the space.

Also included, is an outdoor dining area for a restaurant located in the proposed multi-use building. Features included specialty detailing for retaining walls, stairs/handrails, custom light fixture integration, decking, luxury landscape treatments, and more. Work also included the addition of a parking lot and enhanced treatments to existing parking areas located adjacent to the primary work site.

CLIENT



YEAR / SIZE

2023 / 2+ acres

SCOPE

- Schematic Design
- Construction Drawings
- 30/60/90 Deliverables
- Bidding (2026)
- CA (2026)

ELEMENTS

- Multi-Modal Trail Design
- Historic Iconography
- Parking
- Plaza Space
- Multi-Use Lawn
- Site Lighting

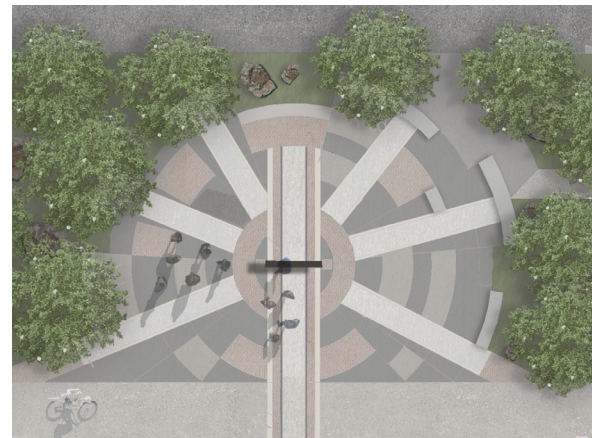
PROJECT RELEVANCE

PARKING AND CIRCULATION

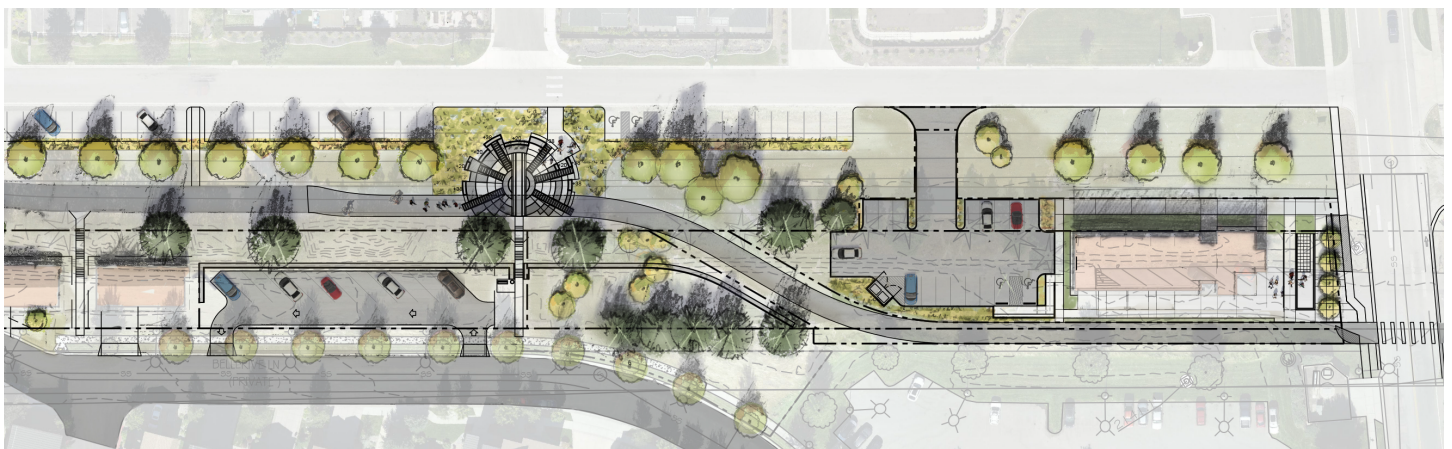
COMMUNITY ACTIVATION

INTERCONNECTIVITY

ACCESSIBILITY



Roundhouse plaza aerial rendering.



Overall site improvements rendering.



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FIRM QUALIFICATIONS - PAST WORK

MEADOWGLEN PARK | SPOKANE, WA

Meadowglen Park, the City's first new park in over 25 years, is situated in the North Indian Trail neighborhood. It directly addresses a documented geographic inequity, as this neighborhood had one of the highest percentages of residents living outside a 10-minute walk of a public park.

The final design presents a **balanced approach between developed amenities and natural preservation**. Roughly 6 acres are designated for active park use and infrastructure, while the remaining acreage is conserved open space, primarily Ponderosa pine forest and rolling meadows. This allows the park to fulfill its mandate as both a recreational hub and a natural preservation site. The park's setting is characteristic of the Inland Northwest—a mix of dry prairie land and existing pine stands, which heavily influenced the park's core design philosophy: sustainability and integration. The project began with a directive from the City to incorporate a manufactured restroom building but was later changed to a custom restroom structure in which PLACE has been tasked with oversight.

The design process, driven by extensive community engagement and the City's 2022 Parks Master Plan, shapes the Park into a multi-generational destination centered around four key conceptual pillars: Nature, Play, Community, and Activation. **PLACE was tasked with re-imagining an earlier master plan**, assisting with public engagement, providing grant funding application support, and ushering the project from conceptual design through final construction documents. Bidding is anticipated to begin in early 2026, and construction complete in 2027.

While including irrigated **turf grass play-fields**, the majority of the site utilizes prairies and **native plantings** to maximize drought tolerance and provide natural habitat, including pollinator zones. Dry stream swale systems **manage stormwater runoff**, allowing water to meander and percolate through vegetated areas, thus turning essential utility infrastructure into seasonal landscape features and **activating these spaces with pedestrian circulation**. These improvements make the park a social anchor for the neighborhood.

The parking lot, with integrated stormwater swales, dually functions as a major trailhead, **providing access from the developed park to the preserved natural areas and existing public trails** adjacent to the site. A network of paved trails within the park provide walking, running, and biking opportunities. A new Spokane Transit Authority bus line terminal and driver comfort station ensure accessibility for non-vehicular visitors.

CLIENT



YEAR / SIZE

2025 / 14 acres

SCOPE

- Grant Support
- Community Engagement
- Schematic Design
- Construction Drawings 30/60/90 Deliverables
- Bidding (2026)
- CA (2026)

ELEMENTS

- Creative Play Design
- Accessible Shelter
- Parking
- Pickleball Courts
- Volleyball Court
- Bocce Courts
- Restrooms
- Site Lighting
- Native Landscape
- Land Conservation
- Trails

PROJECT RELEVANCE

PARKING AND CIRCULATION

COMMUNITY ACTIVATION

CREATIVE PLAY AREAS

FORESTRY INTEGRATION



Concept entry signage located at the primary park corner.



View of pickleball courts, restroom facility, and paved pathways from NE corner of the parking lot.



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FIRM QUALIFICATIONS - PAST WORK

MEADOWGLEN PARK | SPOKANE, WA (CONTINUED)

The amenities at Meadowglen Park were curated through community feedback to provide a **diverse range of recreational opportunities for all age groups and interests**, balancing passive relaxation with active sport and play. The park features several dedicated athletic facilities to accommodate both structured and informal play.

A large turf area is designated for youth and adult recreational sports like soccer and general field play. Park improvements include four regulation Pickleball Courts, lighted and fenced, reflecting the sport's high demand in the Spokane area. Sand volleyball courts, provide diverse athletic options for teenagers and adults. Bocce ball courts provide the opportunity for specialized activities that appeal to a wide demographic.

The primary element of the parks design, a **large centralized Play Zone with diverse equipment and creative structures** is aimed at balancing the needs of older children with adventurous youth. Poured in place surfacing ensures **inclusive access** and play structures were selected to balance the nature play aesthetic of the playground with structured activities and technical play.

Enhanced prairies and pollinator zones are planted with native grasses and perennials to support the local ecosystem, including pollinators like bees. These areas function as Outdoor Classrooms, allowing visitors to connect directly with the natural ecology of the Inland Northwest. To a great extent, the existing ponderosa pine forest is **preserved and celebrated**, with walking trails, enhancing the passive experience of exploration.

The consultant team included civil engineering, geotechnical engineering, electrical engineering, and estimation while site design, planting, and irrigation design were performed by PLACE.

Meadowglen Park is more than just a collection of amenities; it's a holistic community asset designed to be a natural retreat, a sporting venue, and a neighborhood gathering spot, all carefully integrated into the unique environmental landscape.



Large boulders, existing mature trees and undulating berms create a sense of enclosure and safety.



The transition from maintained lawn to natural vegetation allows for ease of maintenance and reduced costs.



Bus facilities were incorporated to provide public transportation dependent visitors access.



Stormwater swale integration within the landscape provides for aesthetic treatment of runoff and enhances natural habitat.



FIRM QUALIFICATIONS - PAST WORK

CANNON HILL PARK | SPOKANE, WA

Cannon Hill Park, located in the heart of Spokane’s historic South Hill neighborhood, is arguably the most picturesque and historically significant park within the city’s renowned park system. Cannon Hill embodies the Olmsted vision for a refined, neighborhood-scale park dedicated to “**quiet recreation**” and seamlessly interwoven into the surrounding residential fabric.

In the late 19th century, it was the site of a busy brickyard, where rich clay deposits were mined. When the clay was eventually exhausted, a shallow depression in the landscape was left behind. In 1907, the famed Olmsted Brothers were commissioned to design Spokane’s park and parkway system, they recognized the site’s potential and incorporated the topography left by the quarry into their design, transforming the depression into the park’s signature pond.

The park features rolling meadows, curved pathways, and a rich canopy of trees that obscure boundaries and create a sense of expansive, restful scenery. Many of the original site have been preserved, including the stone shelter and footbridges.

While historically focused on passive enjoyment, Cannon Hill Park today balances its historic character with **modern community needs**, which is the focus of its current renovation planning. PLACE was tasked with leading the design team as the prime consultant for the most significant and urgent renovation project for Cannon Hill Park, which centers on its iconic pond and irrigation system, driven by necessity and a city-wide mandate for sustainability.

Cannon Hill Park has been identified as the least water-efficient park in the entire City system, including golf courses. The pond and the park’s aging irrigation system collectively consume an unsustainable volume of water—up to 25 million gallons annually, largely due to the leaking pond and an antiquated, manual, irrigation system. The planned \$2m+ rehabilitation project is designed to drastically reduce water usage and improve water quality.

As the prime consultant, PLACE brought in **aquatics and ecological specialists** to advise on methods for improving water quality and sealing the leaking pond. Improvements focused on incorporating an impermeable liner, deepening the pond from a depth of about 2.5’ to 8’, installing a modern filtration and aeration system, and supplementing bio-filtration with designed plantings along the shoreline, to enhance water quality.

CLIENT



YEAR / SIZE

2024 / 10 acres

SCOPE

- Community Engagement
- Schematic Design
- Aquatics Design
- Construction Drawings
- Bidding (2026)
- CA (2027)

ELEMENTS

- Park Renovation
- Electrical Upgrades
- Pedestrian Access
- Specialty Irrigation
- Trails
- Tree Management

PROJECT RELEVANCE

PARK RENOVATION
INTERCONNECTIVITY
PUBLIC ENGAGEMENT
LOW MAINTENANCE



Existing pond condition, shallow water depth and algae/ sedimentation issues are observable.



Enlarged edge condition further highlights park maintainability issues and exemplifies the need for renovation.

FIRM QUALIFICATIONS - PAST WORK

CANNON HILL PARK | SPOKANE, WA (CONTINUED)

While the work proposed is a significant betterment to the neighborhood, modifying the park in any way was seen as controversial by local residents who deeply care and love their park. PLACE assisted and provided support for **City public engagement** efforts to illustrate the proposed work and help clarify the immediate need and benefit of the proposed work. **Safety improvements** included refining pond edges and designing for overflow conditions to ensure the public remains out of sensitive areas.

The pond will also be utilized as an irrigation reservoir, ensuring consistent turnover of water for the park's landscape which also assists in improving water quality and removing contaminants. The park's manual and unreliable hydraulic irrigation systems will be fully replaced with a new, high-efficiency, fully automated system. This upgrade will significantly reduce labor costs and eliminate the need for inefficient daytime watering, ensuring the park's lush character is maintained sustainably.

The consultant team included aquatics, civil engineering, geotechnical engineering, electrical engineering, ecology, specialty irrigation, and estimation while site design, grading, and planting design were performed by PLACE.

These renovations aim to preserve the park's historic, picturesque beauty while **updating its infrastructure** to be **efficient, accessible, and sustainable** for the next century of use.



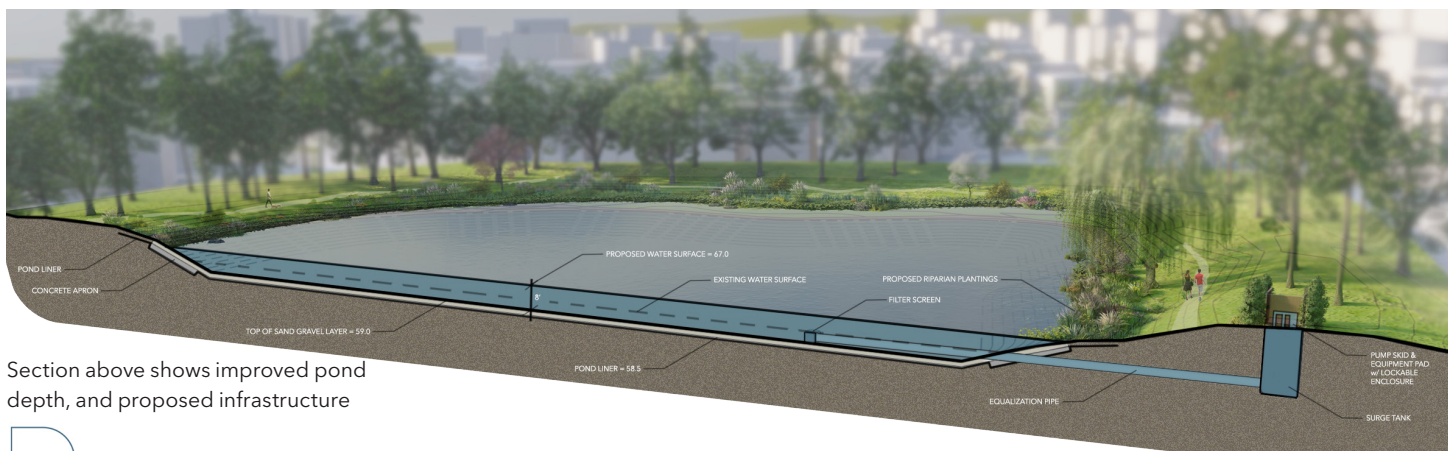
Previous drainage and overflow condition at pond edge.



This image captures the nature of the site and exemplifies why the park is a cherished feature of the neighborhood.



Conceptual rendering showing renovated condition.



Section above shows improved pond depth, and proposed infrastructure



FIRM QUALIFICATIONS - PAST WORK

FOXTAIL COMMUNITY PARKS | POST FALLS, ID

Beyond it's large, city-wide recreational hubs, the City of Post Falls relies on smaller, **neighborhood-centric parks** to provide localized gathering and play spaces. Among the most prominent of these planned neighborhood park complexes are the ones serving the Foxtail and Parklynn communities, and the extensive trails systems. These facilities prioritize **family-friendly recreation, connectivity, and outdoor engagement** within their respective residential footprints and include six community parks, a municipal park, and a system of community trails and greenways, each designed by PLACE. These community amenities serve as a **vital anchor for the neighborhoods** and a welcoming destination for residents across the city and **activate the pedestrian corridors** throughout. The parks each have a different focus on amenities to ensure all demographics are provided a safe and inviting place to enjoy the outdoors and **blend recreational amenities with open green space**, catering to multi-generational use and **promoting an active, outdoor lifestyle**.

The facilities can generally be grouped into three core categories: **Active Sports, Casual Recreation, and Community Gathering spaces**. Amenities include **custom play structure features with accessible surfacing and diverse play equipment** suitable for various ages of children, **restroom facilities, oversize shade structures**, picnic and BBQ areas, a food truck plaza, dedicated corn-hole courts. A **themed dino-park play area** is heavily utilized by students released at the adjacent elementary school.

Throughout the parks system, **pedestrian connectivity** is prioritized and all parks are fully integrated into the neighborhood's system of walking paths, promoting connectivity throughout the community. This focus on access ensures that the parks system is truly **inclusive**, allowing for easy navigation between the various play and activity areas.

The parks system is well-equipped for various sports enthusiasts, it includes six pickleball courts, a full size basketball court, and looped sidewalks that connect to a network of paved paths within the community that creates a loop ideal for walking, running, and cycling. These trails are frequently used by local residents seeking a **tranquil yet active outdoor experience** amidst the park's greenery.

Early park improvements experienced some minor vandalism and unwanted use, by refining site programming to incorporate added site lighting and improved accessibility, vandalism and loitering were greatly reduced.

CLIENT



YEAR / SIZE

2020-2024 / 40+ acres

SCOPE

- Community Engagement
- Schematic Design
- Construction Drawings
- Bidding
- CA

ELEMENTS

- Playground Design
- Shelters
- Parking
- Pickleball Courts
- Restrooms
- Site Lighting
- Trails

PROJECT RELEVANCE

COMMUNITY PARKS

INTERCONNECTIVITY

COMMUNITY ACTIVATION

CREATIVE PLAY AREAS



Central community park shade structure, restroom, and play area. Niches surrounding the shade structure are dedicated for seating and picnic facilities.



This image shows the play area as it relates in proximity to the shade structure and site amenities.



FIRM QUALIFICATIONS - PAST WORK

FOXTAIL COMMUNITY PARKS | POST FALLS, ID

(CONTINUED)

The large, vibrant **children's play areas** are a major draw, featuring a diverse range of structures, including swings, slides, and imaginative playhouses designed to **foster creativity and physical activity** for young children.

The parks system boasts 9+ large, reservable covered picnic shelters and numerous picnic tables, making them ideal for birthday parties, family reunions, and neighborhood gatherings.

The overall park system establishment is an integral component of the surrounding residential development, creating central gathering places that add considerable value to the neighborhood. The thoughtful maintenance and diverse offerings have quickly established it as a cherished gem in Post Falls. The parks serve not just as a place for children to play, but as a space where **neighbors connect, exercise, and host** meaningful life events.

While the parks system is primarily designed for human recreation, it maintains a pet-friendly policy, allowing dogs on a leash along the walking paths, with complimentary doggie bags and strategically placed trash receptacles provided for convenience.

In summary, the Foxtail community parks system is a model of modern community and municipal park design. Its combination of specific athletic facilities, highly interactive play structures, and large, functional multi-use spaces like the reservable shelters and expansive lawn spaces exemplify its reputation as a **multi-purpose destination that promotes community health, social interaction, and outdoor engagement** within the vibrant city of Post Falls.

Five community parks and the green belt system are already complete, one is under construction, and the large Municipal park will be constructed in 2026-2027.



This dino-themed play area serves the community and is designed for limited maintenance and upkeep.



The transition from maintained lawn to natural vegetation allows for ease of maintenance and reduced costs.



Crossing paths create a multitude of opportunities for circulation and use based on the dynamic needs of users.



Limited by relatively flat topography, many of the park layouts create nodes of use for visitors that provide opportunities for multiple play types and intensities.



SUMMARY


PLACE Landscape Architecture brings a comprehensive and collaborative approach to the full range of services outlined in the RFQ. Our team excels in park planning and public engagement, combining thoughtful design with meaningful community input to create spaces that reflect the character, needs, and long-term vision of Spokane's neighborhoods. We lead master planning efforts, system-wide amenity assessments, and ADA accessibility evaluations with a deep understanding of municipal standards and the practical realities of park operations. Our staff is adept at preparing clear, compelling outreach materials—boards, renderings, diagrams, and digital content—that support productive conversations with residents, stakeholders, and City leadership. We assist with grant preparation by providing accurate project narratives, graphics, and cost considerations that strengthen competitive funding proposals. We regularly work with specialists in grant writing and community engagement to support our clients various needs.

From early validation through full schematic design, PLACE prepares well-organized concepts grounded in site assessment, user experience, and constructibility. Our graphic communication is a hallmark of our practice; site plans, perspectives, and illustrative renderings are crafted to communicate design ideas simply and effectively for public meetings, internal review, and regulatory coordination. As projects advance from early design concept alternatives into detailed design and construction documentation, our team delivers highly coordinated plans and specifications tailored to the unique conditions of each park site. We provide robust technical expertise in grading, drainage, irrigation, planting design, play environments, sports facilities, trail systems, hardscape development, and signage—ensuring each improvement is both functional and resilient. Our team of aquatics and splash pad design consultants provide the industry expertise needed to ensure projects are robust, innovative, and serve the direct needs of the communities we serve. We are experienced in navigating SEPA, permitting processes, and inter-disciplinary coordination with engineers and specialty consultants to keep projects on schedule and in compliance.

PLACE also provides strong support during budgeting, bidding, and construction. Our team prepares reliable quantity takeoffs and cost estimates grounded in current pricing trends and bid histories. During bidding, we assist City staff by preparing pre-bid materials, attending meetings, and responding promptly to contractor RFIs. Throughout construction, we remain actively engaged through submittal reviews, on-site observations, and punch-list verification to ensure the completed work aligns with the intent of the construction documents. This commitment to quality and responsiveness helps bring each park improvement from concept to completion smoothly and efficiently.

Together, these capabilities position PLACE Landscape Architecture as a highly qualified partner for on-call landscape architecture services. Our depth of experience with municipal clients, strong design communication skills, and commitment to community-driven solutions align directly with the expectations and goals of the City of Spokane's parks system.



The background of the page is a dark blue topographic map with white contour lines. The lines are irregular and wavy, creating a sense of depth and texture. The text is positioned in the upper left corner of this area.

APPENDIX 1: RESUMES, LICENSES, & FORMS

**2026-2029 ON-CALL LANDSCAPE
ARCHITECTURE SERVICES
SPOKANE, WA**



JOSHUA TRIPP, PLA, ASLA

PRINCIPAL LANDSCAPE ARCHITECT
PLACE LANDSCAPE ARCHITECTURE



Joshua presents nearly 30 years of diversified professional landscape architecture experience with an emphasis on master planning and detailed site design. In addition to public places, Josh has provided collaborative services for environmental, parks and open spaces, trails, playgrounds, commercial/retail, medical facilities, technology campuses, tourism destinations, and educational institutions. Josh engages the design team early on; ensuring client goals & objectives are clearly identified. He remains active throughout the project development, construction, and commissioning processes.

At PLACE, Josh heads up business development and marketing opportunities, oversees project development, and provides guidance throughout the design process.

Employment History

PLACE Landscape Architecture, 2016-Present
Stonecreek Land Design & Development, 2014-2016
Land Expressions, 2007-2014
Various Design Firms, 2003-2007
Stantec, 2000-2004
Taylor Engineering, 1997-2000

Education

Washington State University
School of Landscape Architecture
Bachelor of Science in Landscape Architecture, 1997

Professional Registration/Certifications/Organizations

State of Idaho #LA 16664
State of Washington #LA 896
State of Montana #16132+

Service

Arizona Chapter ASLA, Executive Committee, 2001-2003
Washington Chapter ASLA, East side Representative, 2006-2007
Washington Chapter ASLA, East side Representative, 2022-2023

References

Gabe Gallinger, Development Director, Coeur Development, Coeur d'Alene, ID gabe@thinklakeside.com, 509.991.9033

Matthew Collins, Principal Architect, UPTIC Studios, Spokane, WA collins@upticstudios.com, 509.850.3698

REPRESENTATIVE PROJECTS

- Meadowglen Park, Spokane, WA
- Cannon Hill Park, Spokane, WA
- The Trails Linear Park System, Post Falls, ID
- Mountain View Cemetery Irrigation Upgrades, Colville, WA
- Lake Chelan Community Center, Chelan, WA
- Spokane PFD, Convention Center Completion, Spokane, WA
- Northwest Farm Credit, Headquarters, Airway Heights, WA
- Spokane Parks Department, Manito Irrigation, Spokane, WA
- Avista Corp., Parking Structure, Spokane, WA
- Avista Corp., Preliminary Campus Master Plan, Spokane, WA
- Avista Corp., Huntington Park, Spokane, WA
- Avista Corp., City Hall Plaza, Spokane, WA
- Stancraft, FBO, Hayden, ID
- Environment Control Headquarters, Coeur d'Alene, ID
- Carlin Bay Resort, Harrison, ID
- Coeur d'Alene National Reserve, Coeur d'Alene, ID
- Discovery Land Company, Operations MP, Coeur d'Alene, ID
- Schweitzer North, Northern Lights Condos, Sandpoint, ID
- Washington Trust Bank, Plaza Renovation, Spokane, WA
- Schweitzer Engineering Laboratories, Moscow, ID*
- Ronald McDonald House, Spokane, WA
- Spokane PS, Opportunity Elementary, Spokane Valley, WA

* Indicates Projects That Received Design Award



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JUSTIN WEATHERMON, PLA, ASLA

PRINCIPAL
PLACE LANDSCAPE ARCHITECTURE



Justin is a passionate landscape architect with a keen eye for blending environmental sustainability and aesthetic appeal in outdoor spaces. With 20 years of experience, he is proficient in conceptualizing and executing innovative designs that harmonize with natural surroundings. He is experienced in leveraging diverse plant species, materials, and topographical elements to create captivating, functional landscapes. Skilled in collaborating with clients, architects, and contractors to bring visions to life while ensuring adherence to budgetary and regulatory requirements, Justin is committed to crafting sustainable, inviting environments that enrich lives and communities.

Past works include parks, schools, recreational facilities, higher education, veterans memorials, national and state cemeteries, streetscapes, community centers, healthcare facilities, transportation facilities, reclamation, and pollinator habitats/ecological design. At PLACE, he manages day to day operations and oversees public projects, and provides quality assurance/quality control reviews. He also provides guidance and mentors junior employees.

Employment History

PLACE Landscape Architecture, 2021-Present
MRWM Landscape Architecture, 2015-2021
Various Design Firms, 2010-2014
WHPacific, 2007-2009
SKA Landscape Architecture, 2005-2007

Education

University of Idaho
School of Landscape Architecture
Bachelor of Science in Landscape Architecture, 2004

Professional Registration/Certifications/Organizations

State of Washington #24010716
State of Idaho #LA-987834
State of New Mexico #LA 557

Service

New Mexico Chapter ASLA, President 2017-2018
New Mexico Chapter ASLA, President Elect 2016-2017
New Mexico Chapter ASLA, Treasurer 2015-2016
NMAASLA Outstanding Chapter Service Award 2017

References

Gabe Gallinger, Development Director
Coeur Development - Coeur d'Alene, ID
gabe@thinklakeside.com, 509.991.9033

Matthew Collins, Principal Architect
UPTIC Studios - Spokane, WA
collins@upticstudios.com, 509.850.3698

REPRESENTATIVE PROJECTS

- Meadowglen Park, Spokane, WA
- Cannon Hill Park Renovation, Spokane, WA
- Wastewater Treatment South Viewing Area, Wenatchee, WA
- Arboretum Expansion, Yakima, WA
- Rio Rancho Sports Complex, Rio Rancho, NM
- Dennis Chavez Community Center, Albuquerque, NM
- Downriver Golf Course Renovation, Spokane, WA
- Foxtail Sports Park, Post Falls, ID
- Hangout Park, Post Falls, ID
- Dino Park, Post Falls, ID
- Eastern New Mexico University Stadium, Portales, NM**
- University of New Mexico GC Trails, Albuquerque, NM**
- Veterans Memorial Plaza, Jal, NM**
- Hobbs Veterans Memorial Park, Hobbs, NM**
- New Mexico State Veterans Cemetery, Fort Stanton, NM**
- Texas State Highway Rest Area, Pecos County, TX** *
- Sunnylands Corporate Retreat Center, Palms Springs, CA ** *
- ABCWUA Demonstration Gardens, Albuquerque, NM ** *
- Juan Tabo Hills Park, Albuquerque, NM**

* Indicates project received design award.

** Indicates projects completed while working for previous employer.



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ANJELICA SIFUENTES, ASLA

DESIGNER

PLACE LANDSCAPE ARCHITECTURE



Anjelica is a highly qualified and award-winning Landscape Designer with a proven ability to lead and contribute to complex design and construction documentation processes across diverse project types, including municipal improvements. Her experience, demonstrates comprehensive skills in managing the entire project life-cycle, from initial concepts and 3D modeling to final permitting, construction documents (CD sets), and construction administration. Crucially, Anjelica is fluent in critical public works standards, including city codes, local ordinances, and ADA compliance laws, ensuring that all park designs are not only creative and sustainable but also fully compliant and constructible.

She excels at managing project budgets and timelines, and successfully guiding projects through the permitting process by meticulously ensuring compliance with local zoning and environmental regulations. Furthermore, her background includes significant work on landscape permit and mitigation sets, as well as active participation in cost estimating, bidding, and contractor coordination.

Employment History

PLACE Landscape Architecture, 2025-Present
Freelance Designer, 2024-2025
Design Workshop 2020-2024
Kudela & Weinheimer 2018-2020

Education

Louisiana State University
Robert Reich School of Landscape Architecture
Bachelor of Landscape Architecture, 2018

Professional Registration/Certifications/Organizations

Washington Chapter of ASLA
Texas Chapter of ASLA

Service

Texas Chapter ASLA, PR Chair 2022-2024

REPRESENTATIVE PROJECTS

- Meadowglen Park, Spokane, WA
- Cannon Hill Park Renovation, Spokane, WA
- Daybreak Park at Vista Field, Kennewick, WA
- Wastewater Treatment South Viewing Area, Wenatchee, WA
- Trails Community Open Space, Post Falls, ID
- Madison Park Community Development, Pasco, WA
- Hayden Sky Park, Hayden, ID
- WSU Nuclear Science Building, Pullman, WA
- PCA Early Learning Center, Spokane, WA
- Columbia Valley Recovery Center, Kennewick, WA
- Moncus Park, Lafayette, LA*
- Zilker Park, Austin, TX*
- Lackland Terrace Park, San Antonio, TX
- Misc. City of San Antonio Parks, San Antonio, TX
- South Texas Ecotourism Center, Laguna Vista, TX
- Wasatch Peaks Ranch, Peterson, Utah
- Muir Woods Sustainable Access Plan, Mill Valley, CA

* Indicates project received design award.

** Indicates projects completed while working for previous employer.



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EVAN PFAUS, ASLA

LANDSCAPE DESIGNER I
PLACE LANDSCAPE ARCHITECTURE



Evan possesses approximately ten years of landscape design and construction experience across public, residential and commercial projects, and is currently pursuing licensure. Evan's extensive in-field knowledge has afforded him a comprehensive understanding of the complexities involved in working within the northwest. Witnessing his conceptual designs become tangible realities brings him immense joy & satisfaction. Evan is also a fully certified Part 107 drone operator, and provides drone imagery and site data analysis for many of our projects.

At PLACE, Evan provides project support and works on projects that include parks, commercial developments, and trails/parkway design. Evan has a broad range of skills and experience that makes him a great fit for many projects, and he's continually developing these assets as he works towards licensure.

Employment History

PLACE Landscape Architecture, 2024-Present
Clearwater Landscape, 2015-2024

Education

University of Idaho
School of Landscape Architecture
Bachelor of Science in Landscape Architecture, 2021

Professional Registration/Certifications/Organizations

WASLA Member

References

Gabe Gallinger, Development Director
Coeur Development - Coeur d'Alene, ID
gabe@thinklakeside.com, 509.991.9033

Matthew Collins, Principal Architect
UPTIC Studios - Spokane, WA
collins@upticstudios.com, 509.850.3698

REPRESENTATIVE PROJECTS

- Meadowglen Park - Spokane, WA
- Cannon Hill Park, Spokane, WA
- Hangout Park, Post Falls, ID
- Courts Park, Post Falls, ID
- Foxtail City Park, Post Falls, ID
- The Trails Greenbelt, Post Falls, ID
- Hayden Sky Park, Hayden, ID
- Coeur Terre Park, Coeur d'Alene, ID
- Madison Park, Pasco, WA
- Columbia Valley Center for Recovery, Kennewick, WA
- Spokane International Airport C-Store, Spokane, WA
- Sekani West Residential Development, Spokane, WA
- Foxtail Phased Residential Developments, Post Falls, ID
- Blue Herron Commercial Development, Samuels, ID
- The Post Residential Development, Post Falls, ID
- Great West Engineering, Helena, MT
- Developmental Maintenance Maps, Post Falls, ID








State of Washington

DEPARTMENT OF LICENSING
BUSINESS AND PROFESSIONS DIVISION
LANDSCAPE ARCHITECT PROGRAM
PO Box 9012
Olympia, WA 98507-9012

JOSHUA K TRIPP
2011 E 30TH AVE
SPOKANE WA 99203-3971

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h.

	STATE OF WASHINGTON DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A	
LANDSCAPE ARCHITECT		
JOSHUA K TRIPP		
896 License Number	04/24/2003 Issue Date	12/04/2026 Expiration Date
		 Marcus J Glasper, Director






State of Washington

DEPARTMENT OF LICENSING
BUSINESS AND PROFESSIONS DIVISION
LANDSCAPE ARCHITECT PROGRAM
PO Box 9012
Olympia, WA 98507-9012

JUSTIN WEATHERMON
4229 S WOODRUFF RD
SPOKANE VALLEY WA 99206-9668

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DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION			
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A			
LANDSCAPE ARCHITECT			
JUSTIN WEATHERMON			
24010716 License Number	05/09/2024 Issue Date	12/05/2027 Expiration Date	 Marcus J Glasper, Director



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

PLACE LANDSCAPE ARCHITECTURE LLC
PLACE LANDSCAPE ARCHITECTURE, LLC
STE 300
125 S STEVENS ST
SPOKANE WA 99201-3725

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Dec 05, 2025

Unified Business ID #: 603603875

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
DARRINGTON GENERAL BUSINESS - NON-RESIDENT #0011 - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
DEER PARK GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LEAVENWORTH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ROCKFORD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BL2024-0307 - ACTIVE
TOPPENISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
WENATCHEE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CHELAN GENERAL BUSINESS NON-RESIDENT - ACTIVE
NACHES GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603603875 001 0001

PLACE LANDSCAPE
ARCHITECTURE LLC
PLACE LANDSCAPE
ARCHITECTURE, LLC
STE 300
125 S STEVENS ST
SPOKANE WA 99201-3725

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UNEMPLOYMENT INSURANCE -
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INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
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ACTIVE
WALLA WALLA GENERAL BUSINESS
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NON-RESIDENT #0011 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
DEER PARK GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
LEAVENWORTH GENERAL

STATE OF WASHINGTON

FOLD HERE

Expires: Mar 31, 2026

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

PLACE LANDSCAPE ARCHITECTURE LLC
PLACE LANDSCAPE ARCHITECTURE, LLC
STE 300
125 S STEVENS ST
SPOKANE WA 99201-3725

CITY/COUNTY ENDORSEMENTS:

COLVILLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ZILLAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
GOLDENDALE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NORTHPORT GENERAL BUSINESS - NON-RESIDENT - ACTIVE
NEWPORT GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

PLACE LANDSCAPE ARCHITECTURE, LLC

Issue Date: Dec 05, 2025

Unified Business ID #: 603603875

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

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Director, Department of Revenue

UBI: 603603875 001 0001

PLACE LANDSCAPE
ARCHITECTURE LLC
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STE 300
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STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
ACTIVE
WALLA WALLA GENERAL BUSINESS
- NON-RESIDENT - ACTIVE
DARRINGTON GENERAL BUSINESS -
NON-RESIDENT #0011 - ACTIVE
COVINGTON GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
DEER PARK GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
LEAVENWORTH GENERAL

Expires: Mar 31, 2026


Director, Department of Revenue

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

PLACE Landscape Architecture Name of Subrecipient / Contractor / Consultant (Type or Print)	RFQu 6470-25 On Call LA Services Program Title (Type or Print)
Joshua Tripp Name of Certifying Official (Type or Print) Principal, Owner Title of Certifying Official (Type or Print)	 Signature December 15, 2025 Date (Type or Print)



STATE OF WASHINGTON

OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98501

(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

February 10, 2025

Place Landscape Architecture LLC
1325 W First Ave, Ste 204
Spokane, WA 99201

Dear Joshua Tripp,

Congratulations! Your firm's annual review has been completed and you will remain certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Small Business Enterprise (SBE). Information about your business is published in the OMWBE Directory located at <http://bit.ly/2uu4zH2>.

Please use the directory to confirm your certification status, including the areas of work your firm is certified in. This letter is for you to retain for your records, so you know the date you'll need to renew with our office.

Certification Number: S000028225
Anniversary Date: February 2, 2026

Please review each of the following:

- Each year before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of any of the changes listed above by logging into our system at <http://omwbe.wa.gov/certification>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with the procedures set forth in 49 CFR § 26.87.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Terrie Orphey
Certification Analyst

PROFESSIONAL SERVICES HOURLY RATES

Title	Code	Rate/Hour
Principal Landscape Architect	PLA	205.00
Associate Landscape Architect	ALA	195.00
Senior Landscape Architect	SLA	165.00
Landscape Architect	LA	155.00
Landscape Designer 2	D	145.00
Landscape Designer / CAD Tech	C	125.00
Clerical / Admin	A	52.00

Effective Jan 2026

License Information:

[New search](#) [Back to results](#)

Entity name:

PLACE LANDSCAPE ARCHITECTURE LLC

Business name:

PLACE LANDSCAPE ARCHITECTURE, LLC

Entity type:

Limited Liability Company

UBI #:

603-603-875

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

125 S STEVENS ST
STE 300
SPOKANE WA 99201-3725

Mailing address:

2011 E 30TH AVE
SPOKANE WA 99203-3971

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Chelan General Business Non-Resident				Active	Mar-31-2026	Apr-15-2024
Colville General Business - Non-Resident				Active	Mar-31-2026	Apr-08-2024
Covington General Business - Non-Resident				Active	Mar-31-2026	Apr-22-2024
Darrington General Business - Non-Resident	0011			Active	Mar-31-2026	Apr-11-2024
Deer Park General Business - Non-Resident				Active	Mar-31-2026	Apr-15-2024
Goldendale General Business - Non-Resident				Active	Mar-31-2026	Apr-08-2024
Leavenworth General Business - Non-Resident				Active	Mar-31-2026	Apr-09-2024
Moses Lake General Business - Non-Resident	BL2024-0307			Active	Mar-31-2026	Apr-15-2024
Naches General Business - Non-				Active	Mar-31-2026	Apr-08-2024

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Resident						
Newport General Business - Non-Resident				Active	Mar-31-2026	Apr-29-2024
Northport General Business - Non-Resident				Active	Mar-31-2026	Apr-09-2024
Rockford General Business - Non-Resident				Active	Mar-31-2026	Apr-15-2024
Spokane General Business				Active	Mar-31-2026	Jan-25-2018
Spokane Valley General Business - Non-Resident				Active	Mar-31-2026	Apr-09-2024
Toppenish General Business - Non-Resident				Active	Mar-31-2026	Apr-08-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
TRIPP, JOSHUA	

Registered Trade Names

Registered trade names	Status	First issued
PLACE LANDSCAPE ARCHITECTURE, LLC	Active	Apr-07-2016

The Business Lookup information is updated nightly. Search date and time: 1/29/2026 8:55:19 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KRAFT INSURANCE BROKERAGE 206 E. Indiana Ave. #207 Coeur d Alene, ID 83814 License#:636217	CONTACT NAME: Seth Riddell PHONE (A/C, No. Ext): (208) 292-4937 FAX (A/C, No): E-MAIL ADDRESS: seth@kraftib.com														
INSURED Place Landscape Architecture, LLC 125 S. Stevens Street, Suite 300 Spokane, WA 99201	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER B : Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : Hartford Casualty Insurance Company	29424														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBABR9K5T	5/9/2025	5/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBABR9K5T	5/9/2025	5/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57SBABR9K5T	5/9/2025	5/9/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			57OH0755411	5/9/2025	5/9/2026	Per Claim: \$1,000,000 Aggregate: \$2,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is included as an additional insured for general and auto liability for the coverages afforded herein where required by written contract for the services of Place Landscape Architecture, LLC. Coverage is primary and non-contributory and includes waiver of subrogation.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Parks and Rec Dept 808 West Spokane Falls Blvd, Suite 5 Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: February 4, 2026	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	ALSC Architects, PS / Master Consultant Agreement for 2026-2029 on-call architecture services (not to exceed \$450,000.00)		
Begin/end dates	Begins: 02/12/2026	Ends: 12/31/2029	<input type="checkbox"/> 06/01/2525
Background/history: After the November passage of the citywide neighborhood park improvement & safety levy, the city issued RFQu #6471-25 seeking qualified consulting firms to provide architecture services on an 'on-call' / 'as needed' basis from 2026-2029. 10 firms submitted proposals in response to the solicitation, and Parks intends to award approximately (2) contracts - awarding contracts in order to the highest two ranked firms. After committee review, 'ALSC Architects, PS.' is the highest ranked firm. As a result, staff is recommending contract award to this firm.			
Motion wording: Motion to approve ALSC Architects, PS master contract for 2026-2029 on-call architecture services not to exceed \$450,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: ALSC Architects, PS Name: Troy Bishop Email address: tbishop@alscarchitects.com Phone: 509.838.8568			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Garrett Jones Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: not to exceed \$450,000 Budget code: 1950-54920-94760-56504			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-087-367 Business license expiration date: 12/31/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION
MASTER CONSULTANT AGREEMENT
Title: 2026 – 2029 ON-CALL
ARCHITECTURE SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **ALSC ARCHITECTS PS.**, whose address is 203 North Washington, Suite 400, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide 2026 through 2029 On-Call Architecture Services, in accordance with RFQu 6471-25; and

WHEREAS, the Consultant was selected through a Request for Qualifications #6471-25 issued by the City.

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 12, 2026, and shall end December 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignments") on the beginning date above. The City will acknowledge in writing when the Task Assignment 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 the Request for Qualifications #6471-25 and Consultant's Response dated December 15, 2025, which is attached as Exhibit A and Consultant's 2026 Hourly Rates, which is attached as Exhibit B, made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls. As noted in Attachment 1 to Exhibit A – RFQu #6471-25, City may utilize federal grant monies to compensate portions of the work covered by this contract. To the extent federal grant monies are utilized for payment, Consultant agrees to comply with the grant requirements set forth in Attachment 1 that are not otherwise expressly identified as terms of this

contract (i.e., such as the debarment and suspension requirements set forth in paragraph 12 herein).

This agreement covers yet to be defined architecture work associated with the City of Spokane park improvement projects, which will be further defined in individual Task Assignments.

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. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.

- 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. 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:** N/A.
- 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 Consultant 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. SOCIAL EQUITY REQUIREMENTS.

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.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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 Title 48;

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98, (signed December 9, 2025, attached to Consultant's Response).

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant

selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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

24. MISCELLANEOUS PROVISIONS.

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

- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. 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 Agreement, 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.

ALSC ARCHITECTS PS

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

Exhibit A – Consultant’s RFQu 6471-25 Response dated December 15, 2025

Exhibit B – Consultant’s 2026 Hourly Rates

26-023b

EXHIBIT A

EXHIBIT B
ALSC ARCHITECTS PS
2026 Hourly



December 15th, 2025

2026-2029 ON-CALL

Statement of Qualifications
City of Spokane, Purchasing & Contracts
Architecture Services





We bring our clients' stories to life.

203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568

alscarchitects.com

December 15, 2025

City of Spokane
Purchasing & Contracts
915 N. Nelson St.
Spokane, Washington 99202

ATTN: Thea Prince, City of Spokane Purchasing Department
RE: RFQu #6471-25, 2026-2029 On-Call Architecture Services

Dear Ms. Prince and Selection Committee,

Building on a Shared Legacy

ALSC is excited to continue a lasting relationship with Spokane Parks and Rec, one that began with planning for Expo 74' and the definition of Riverfront Park. More recently, our work defining a new park restroom prototype has deepened our understanding of what clean, safe, and accessible parks mean to the Spokane region. Instilling ownership, more events, and longer visits for patrons starts with innovative, effective, and long-lasting facilities. With a 42-person studio and a broad range of civic experience—from small upgrades to major public investments—we bring the same level of care, quality, and commitment to every project. Our regional reputation is built on consistently exceeding expectations.

Focused Execution, Trusted Results

ALSC understands that every project matters. Whether replacing windows or delivering a new sports venue, we apply the same rigor to design excellence, detail, scope–budget alignment, bid coordination, and construction management. We begin by clearly understanding project needs and keeping the team aligned and focused. Clean and legible documents ensure your project is successfully bid with minimal changes during construction. We also know when to question the contractor to ensure that the constructed work complies with your needs. Beyond the listed project team, ALSC brings the full depth of its studio to our work. We look forward to supporting your upcoming projects.

Sincerely,

Troy Bishop
Principal-In-Charge
tbishop@alscarchitects.com

Andrew Leeper
Project Manager/Project Architect
aleeper@alscarchitects.com

Required Legal Acknowledgements

- *ALSC Architects is a C-Corp operating out of our office in Spokane, Washington.*
- *No current or former employees from Spokane Parks & Rec are on our governing body, nor have they been in the past year.*
- *Our Firm has been in business since 1948 with many completed park building improvement projects over those years.*
- *ALSC is led by five Principals, four of whom are architects currently licensed to practice within in the State of Washington.*
- *We will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.*
- *ALSC certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs, nor will we contract with a subcontractor that has.*
- *We agree to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement.*
- *The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements.*

PRINCIPALS:

Ken J. Murphy, AIA, LEED AP Indy S. Dehal, AIA Troy H. Bishop Kim A. Phelps, AIA Sheila K. Boyce, ASHE



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3.3 CONTRACT MANAGEMENT PROPOSAL



ALMIRA K-8 SCHOOL, ALMIRA SCHOOL DISTRICT

3.3A PROJECT UNDERSTANDING

UNDERSTANDING PROJECT NEEDS

Spokane Parks needs an on-call partner who can respond quickly, think system-wide, and deliver durable, low-maintenance park buildings. With mixed-scale restroom, shelter, signage, and small-building projects on the horizon, the City needs a team that can scope clearly, manage work predictably, and maintain consistent standards across multiple sites and project scales.

ALSC's 42-person Spokane studio brings decades of experience with park structures, including Riverfront Park, Meadowglen, and the six aquatics facilities throughout the city. We understand Spokane's priorities: safety, durability, ADA accessibility, CPTED, maintainability, and public comfort. We also recognize the balance Spokane requires—system-wide parity supported by neighborhood-specific character, matching the intent of Section 2's scope of services for planning, ADA review, siting, alternative layouts, documentation, budgeting, and construction support.



HOW WE MANAGE AN ON-CALL CONTRACT

One Point of Contact

A single ALSC contact leads the contract, coordinates scoping, schedules PM support, and creates a predictable workflow across all task orders.

Fast, Structured Task Starts

Tasks begin with a focused intake session, early research, and standardized checklists for ADA, CPTED, utilities, sustainability, and maintenance. We identify whether the effort is a renovation, replacement, or new structure and establish scope within mutually agreed timelines.

Clear Communication & Tracking

We maintain regular check-ins, a shared decision log, and secure digital collaboration tools to keep all parties aligned.

Subconsultant Coordination

Our PM manages structural, civil, mechanical, electrical, landscape, and signage subconsultants, ensuring unified deliverables and efficient turnaround.

Scalable & Repeatable Workflows

Standardized QA/QC and documentation processes enable consistent delivery from simple restroom upgrades to multi-building improvements.

Cost Stewardship

We support levy accountability through early takeoffs, lifecycle-informed options, alternates, and cost checks during design and documentation.



CREATIVE APPROACHES

Listening with Purpose

Through focused listening and thorough questioning, we identify needs, operational realities, and community priorities with clarity from the very beginning.

System Parity + Local Fit

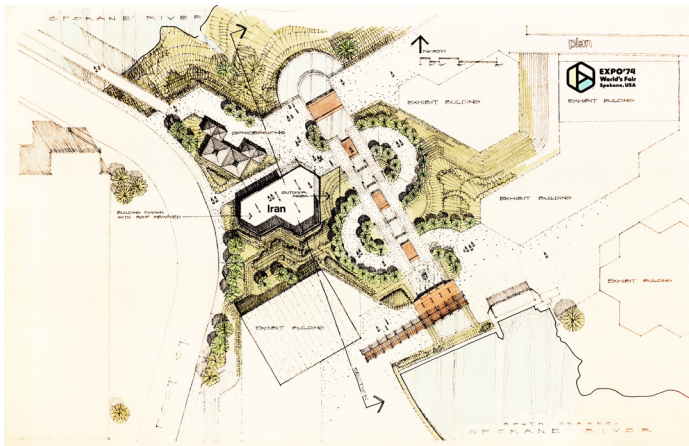
We provide system-wide consistency while adapting each solution to neighborhood identity and use patterns, an approach proven in Spokane's aquatics program.

Restroom Module Innovation

Our adaptable restroom modules improve visibility and safety, reduce maintenance, shorten schedules, and maintain quality across sites—an advantage in a multi-year on-call program.

Whole-Studio Design Dialogue

Our architects, landscape architects, interior designers, and engineers collaborate from day one to explore options and evaluate cost, durability, and resilience before decisions are finalized.



PHASE-BASED METHODOLOGY



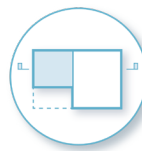
Schematic Design Phase

Proactive intake, early research, and checklists shape initial direction. We evaluate renovation conditions or new-build needs, test multiple concepts for site fit, safety, visibility, cost, and lifecycle value, and engage leadership and the community early on to align priorities.



Design Development Phase

Preferred options are refined with multidisciplinary input. Systems and materials are evaluated for durability, maintenance, and cost. Stakeholder feedback continues, and updated cost models maintain levy alignment.



Construction Documents Phase

We deliver clear, coordinated, permit-ready documents supported by standardized QA/QC. Subconsultant coordination, detailed system design, and cost checks ensure accuracy and budget flexibility.



Bidding Phase

We support bid distribution, pre-bid meetings, addenda, contractor questions, bid openings, and evaluation—keeping the process straightforward and transparent.



Construction Administration Phase

Through OAC meetings, RFIs, submittal reviews, site visits, and pay application oversight, we ensure conformance with the documents and quick resolution of issues.



Close-Out Phase

We manage substantial completion, punch lists, O&M review, final acceptance, and an 11-month warranty walk-through to confirm performance and address any corrections.

3.3B SAMPLE WORK PLAN

FOCUSED, COORDINATED DELIVERY

Below is a unique work plan organizing many subjects and groups simultaneously. Traver's Park had architects, landscape architects, park master planners, specialized skatepark designers, the city of Sandpoint, a generous donor, and an engaged community all needing coordination on a difficult schedule. This example illustrates our ability to succinctly organize complex projects to produce action items and effectively move groups forward.

Travers Park Phase I Work Plan

Wednesday March 22, 2023

EXAMPLE

1. Team Verification, status:
 - CM/GC
 - Dreamland
 - MT-LA
 - BerryDunn
 - Others
2. CM/GC versus Design/Build:
 - Owner / Architect relationship
 - Architect / CM/GC relationship
 - Protocols – meetings, communications, reports
3. Project Design Status:
 - December 7th 2022 submittal
 - January 5 2023 meeting notes, alternates
 - MT-LA Master Planning status, impacts
 - Community outreach
4. Project Schedule
 - Key milestone deadlines – owner driven
 - CM/GC Schedule needed asap for sequencing
 - Anticipated construction start, early packages
 - Early foundation package – Legacy or alternative
 - Status of future phases, basketball, skatepark, playground/splash-pad
5. Next Steps
 - All-Team Kickoff 4/4/23, noon
 - Meeting frequency, participants
 - In-person or virtual
 - Establish Teams Page Access, posting protocol

3.4 FIRM & STAFF QUALIFICATIONS



COMSTOCK AQUATIC CENTER, SPOKANE PARKS & RECREATION

3.4A FIRM OVERVIEW

DORIS MORRISON LEARNING CENTER, SPOKANE COUNTY



ALSC OVERVIEW

ALSC Architects was founded in 1948 to translate our clients' needs into beautiful, functional spaces. Riverfront Park '72-'74 was led by our founding partner, Tom Adkison, introducing a synergistic relationship between the built environment and greenspace. Since then, we have completed multiple park restroom, accessory building, and park-related improvement projects and our leadership includes four Washington-licensed architects.

HOW WE WORK

Honed over 77 years, our principle-based design process focuses on getting to know your unique vision, culture, and values. These are used to create a set of Guiding Principles, which serve as a roadmap for your project, setting the direction for a custom solution designed specifically for you.

We believe that the best architectural solutions arise from open communication and genuine engagement. Our leadership guides you from the first conversation to the end of construction, ensuring that your vision is at the heart of everything we do.

77 Years in Business

42 Architects, Interior Designers, Landscape Architects, Technical & Administrative Staff

2025 Best Places to Work INW

We bring our clients' stories to life.™



DORIS MORRISON LEARNING CENTER, SPOKANE COUNTY

PARK BUILDING IMPROVEMENT PROJECTS

ALSC has completed far more than the required three projects, including the six Spokane Aquatics Facilities (A.M. Cannon, Comstock, Hillyard, Liberty Park, Mission Park, Shadle Park), each with restrooms, support buildings, ADA upgrades, and full-site amenities. Additional work such as our Meadowglen Park work further demonstrates our depth in restroom buildings, small park structures, site upgrades, and full design-through-construction support.

MUNICIPAL & PUBLIC-SECTOR EXPERIENCE

We bring extensive experience with municipalities, parks agencies, and public facilities districts, including major work for Spokane, Tri-Cities, Yakima, and Wenatchee PFDs and numerous projects for Spokane Parks & Recreation. This background demonstrates ALSC's ability to deliver consistent, high-quality work across diverse public-sector clients.

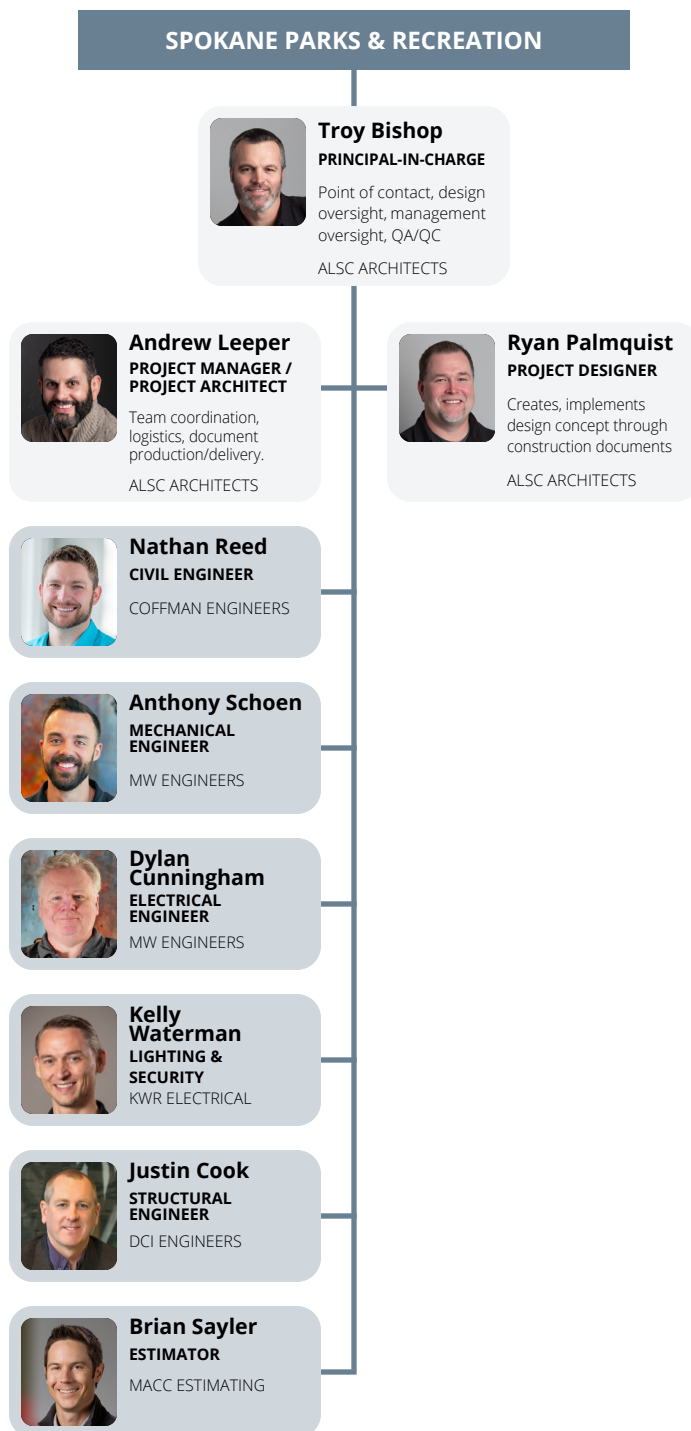
ALIGNMENT WITH SECTION 2 SCOPE

Our recent portfolio covers restroom and accessory building design, renovations and replacements, ADA/CPTED upgrades, feasibility and siting studies, construction documentation, bidding support, and construction administration—fully matching the RFQ's scope of services.



YAKIMA CONVENTION CENTER, CITY OF YAKIMA

3.4B STAFF ORGANIZATION & RESUMES



CAPACITY & AVAILABILITY

ALSC's proposed team is highly capable and experienced in working on the unique challenges of transit centers. With our current workload, we are confident in our ability to effectively prioritize, manage, and deliver quality results for Spokane Parks & Recreation and the Spokane community.



A.M. CANNON AQUATIC CENTER, SPOKANE PARKS & RECREATION

Troy Bishop, Principal-in-Charge, will lead ALSC's team and the pre-design effort. He will be supported by an experienced team of professionals including Andrew Leeper (Project Manager/Project Architect), and Ryan Palmquist (Project Designer). ALSC's staff of 42 provides a depth of resources that will be applied to the project as appropriate.

We are proposing the following proven consulting engineers and specialists for our team:

- > Coffman Engineers - Civil
- > MW Engineers - Mechanical, Electrical
- > KWR Electrical - Lighting & Security
- > DCI Engineers - Structural
- > MACC Estimating - Estimator

Resumes for proposed key personnel are included on the following pages.



Troy Bishop

PRINCIPAL-IN-CHARGE | ALSC ARCHITECTS

As ALSC's Director of Design, Troy ensures every project has a solid framework by incorporating fundamental design principles. He provides innovative design direction and encourages team members to grow in their specific skill set. Throughout the 21 years of his career Troy has been involved with all phases of architecture, from pre-design and programming through design and construction. His strong design skills and technical abilities have contributed to the success of project types including maintenance and operations, commercial, athletic, and mixed-use facilities.

EDUCATION

Master of Architecture, 2004,
Washington State University

Bachelor of Science in
Architectural Studies, 2003,
Washington State University

REGISTRATIONS & CERTIFICATIONS

Architecture: Washington

PROFESSIONAL & COMMUNITY ACTIVITIES

Volunteer in Mead, Riverside, and
Freeman Middle and High Schools;
Architectural Awareness

Juror, Fall 2021 Architectural &
Interior Design Awards Program,
Learning By Design Magazine
(LBD)

TIME COMMITMENT

50%

YEARS WITH FIRM

14 Years



Travers Park



Yakima YMCA

FEATURED PROJECTS

Spokane Parks & Recreation - Spokane, WA

> Standard Bathroom Prototypes Feasibility Study

City of Sandpoint - Sandpoint, WA

> Travers Park

City of Airway Heights - Airway Heights, WA

> Community Recreation Center & Sports Fields

Mead School District - Mead, WA

> Union Stadium Complex & Sports Fields

Upper Kittitas County - Kittitas, WA

> Community Recreation Center

Columbia Basin College - Pasco, WA

> Campus Recreation Center Pre-Design

Yakima YMCA - Yakima, WA

> Yakima Family YMCA

North Idaho College - Coeur d'Alene, ID

> Christianson Gymnasium

Sunriver Resort Aquatics Facility - Bend, OR

> The Cove Family Aquatic Center

Whitworth University - Spokane, WA

> Pine Bowl Press Box Improvements

> Athletics Leadership Center

Gonzaga University - Spokane, WA

> Volkar Center for Athletic Achievement

> Indoor Baseball Practice Facility

Wenatchee Valley YMCA - Wenatchee, WA

> Wenatchee Valley YMCA



Andrew Leeper AIA, LEED AP, NCARB

PROJECT MANAGER, PROJECT ARCHITECT | ALSC ARCHITECTS

Andrew brings 19 years of experience and exceptional leadership to ALSC and Spokane Parks and Recreation. A detail-oriented professional with a focus on design excellence and quality control, he specializes in feasibility studies, master planning, project management, and construction administration. Throughout his career, Andrew has focused on sports and community-oriented design, producing a portfolio that spans athletic venues, stadiums, arenas, aquatic and fitness facilities, neighborhood centers, and other municipal projects. The common thread in all of Andrew's work is the creation of spaces that bring communities together.

EDUCATION

Master of Architecture, Urban Design, Montana State University

Bachelor of Arts with Honors, Environmental Design, Montana State University

REGISTRATIONS & CERTIFICATIONS

Architecture: Washington, Colorado

LEED Accredited Professional

PROFESSIONAL & COMMUNITY ACTIVITIES

Member, Spokane Chapter AIA

Member, West Plains Chamber

Member, Building Enclosure Council, Spokane

Director, Spokane Parking & Business Improvement District

Private Sector Consultant, State of Washington Engineering & Architectural Services

TIME COMMITMENT

60%

YEARS WITH FIRM

9 Years



Caldwell Aquatic Center



Airway Heights Community Rec Center

FEATURED PROJECTS

Spokane Parks & Recreation - Spokane, WA

> Standard Bathroom Prototypes Feasibility Study

City of Airway Heights - Airway Heights, WA

> Community Recreation Center & Sports Fields

Mead School District - Mead, WA

> Union Stadium Complex & Sports Fields

Spokane Public Schools - Spokane, WA

> One Spokane Stadium

Spokane County Parks, Recreation and Golf - Spokane, WA

> Avista Stadium Upgrades

City of Caldwell - Caldwell, ID

> Caldwell Aquatic Center

Family YMCA - Yakima, WA

> Yakima Family Recreation & Aquatics Center

YMCA of the Inland Northwest - Spokane Valley, WA

> Spokane Valley YMCA Expansion (preliminary design)

Wenatchee Valley YMCA - Wenatchee, WA

> Wenatchee Valley YMCA

Sunriver Resort Aquatics Facility - Bend, OR

> The Cove Family Aquatic Center

City of White Salmon - White Salmon, WA

> New Community Aquatics Facility

City of Connell - Connell, WA

> Swimming Pool Facility Condition Assessment

Covington & Maple Valley - Covington & Maple Valley, WA

> Community Recreation Center Feasibility Study

Kittitas County - Ellensburg, WA

> Kittitas Valley Event Center, Bloom Pavilion Expansion & Remodel



Ryan Palmquist

PROJECT DESIGNER | ALSC ARCHITECTS

An Architectural Designer with 20 years of professional experience, Ryan is passionate about designing unique buildings that fit into their neighborhood and community. He prioritizes being responsive to client needs related to budget, scope, and quality. A scholar of human nature, he can often be seen observing how people experience public spaces, and then applying what he learns to the design of each new project he undertakes.

EDUCATION

Bachelor of Architecture, 2002
Washington State University

Bachelor of Science in
Architectural Studies, 2002
Washington State University

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

PROFESSIONAL & COMMUNITY ACTIVITIES

Member, Spokane Chapter AIA

TIME COMMITMENT

60%

YEARS WITH FIRM

3 Years

* Work completed at
previous employer



Riverfront Park Loeff Carrousel Replacement*



US Pavilion Renovation & Modernization*

FEATURED PROJECTS

Spokane Parks & Recreation - Spokane, WA

- > Standard Bathroom Prototypes Feasibility Study
- > Riverfront Park Loeff Carrousel Replacement*
- > Spokane US Pavilion Renovation & Modernization*
- > Fountain Cafe*

City of Snoqualmie - Snoqualmie, WA

- > Snoqualmie Recreation Center

Wenatchee Valley YMCA - Wenatchee, WA

- > Wenatchee Valley YMCA

Kittitas County - Cle Elum, WA

- > Upper Kittitas Community Recreation Center
- > Ellensburg Rodeo Arena Improvements

City of Wenatchee - Wenatchee, WA

- > Convention Center Expansion

City of Ponderay - Ponderay, ID

- > Ponderay Aquatics Feasibility Study

Walla Walla Community College - Walla Walla, WA

- > Athletic Improvement Master Plan
- > Student Recreation Center*

Whitworth University - Spokane, WA

- > Student Recreation Center*

Spokane Public Schools - Spokane, WA

- > Ferris High School Modernization and Replacement*
- > Lewis and Clark High School Addition*

Selah School District - Selah, WA

- > Lince Kindergarten*

Marimn Health - Worley, ID

- > Marimn Coeur Center*



Nathan Reed PE, DBIA

CIVIL ENGINEER | COFFMAN ENGINEERS

Nathan has 13 years of experience in civil engineering project design and analysis. He has worked on recreational, park, trailhead, civic/government, educational, commercial, and industrial projects throughout the Spokane area. He provides experience in planning, design, and construction of new developments as well as existing site upgrades and improvements, with an emphasis in site grading and stormwater management. He is well versed in local, state, and federal stormwater and grading regulations. Nathan enjoys park projects, working with the design team to provide grading and stormwater solutions on projects that seamlessly blend with their natural surroundings and provide safe, accessible spaces for all to recreate.

EDUCATION

Bachelor of Science, Civil Engineering,
2012, Washington State University

Bachelor of Arts, Applied Physics,
2012, Whitworth University

REGISTRATIONS & CERTIFICATIONS

WA, Civil Engineer, #53772, 2016

Designated Design-Build
Professional, Design Build Institute
of America (DBIA)

PROFESSIONAL & COMMUNITY ACTIVITIES

American Society of Civil Engineers
(ASCE)

Past President, ASCE Younger
Member Forum

DBIA

Inland NW Associated General
Contractors Construction
Leadership Council (AGC CLC)

YEARS WITH FIRM

13

FEATURED PROJECTS

City of Spokane - Spokane, WA

> Riverfront Park Stormwater Master Plan

Spokane County - Spokane County, WA

> Liberty Lake Regional Park Phase I
> Concessions Building Winterization
> Avista Stadium Study
> Avista Stadium Phase II Improvements
> Avista Stadium Concession & Office
> Etter Ranch Trailhead
> Phillips Creek Trailhead
> Glenrose Trailhead Parking Lot
> Prairie View Park

City of Spokane Valley - Spokane Valley, WA

> Greenacres Park

City of Post Falls - Post Falls, ID

> Post Falls Landing

City of Liberty Lake - Liberty Lake, WA

> Orchard Park (Master Plan & Development)
> Orchard Park (Design)

HUB Sports Center - Liberty Lake, WA

> HUB Sports Center Complex,

City of Caldwell - Caldwell, ID

> Pool Facility

Avista Corporation - Post Falls, ID

> Trailer Park Wave Access

Spokane Public Schools - Spokane, WA

> Hart Field Improvements,
> Hutton Elementary School Playfields

Central Valley School District - Spokane Valley, WA

> Synthetic Turf Fields

City of Pasco - Pasco, WA

> Gesa Stadium Improvements



Anthony Schoen PE, HFDP

MECHANICAL ENGINEER | MW ENGINEERS

Anthony brings a wealth of experience in managing complex projects across multiple disciplines, including civic, master planning, and renovations. With a strong focus on municipal projects, he excels at developing tailored solutions that balance client vision with both immediate and long-term operational efficiency. Anthony's deep understanding of Washington State regulations—especially the latest updates to the Clean Build Performance Standard and the 2021 Washington State Energy Code—ensures that his designs not only meet the highest standards, but are also future-ready, setting up City facilities for success.

EDUCATION

Bachelor of Science, Mechanical Engineering, Gonzaga University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer WA#54570

ASHRAE Certified Healthcare Facility Design Professional

PROFESSIONAL & COMMUNITY ACTIVITIES

Member, American Society for Healthcare Engineering

Member ASHRAE

Former YEA Chair

Member, Design Build Institute of America

Member, Gonzaga Executive Engineering Advisory Council

Member Washington State Society for Healthcare Engineering

YEARS WITH FIRM

15 Years

FEATURED PROJECTS

City of Spokane Valley - Spokane Valley, WA
> Balfour Park Improvements

Columbia Basin College - Pasco, WA
> Student Recreation Center

Spokane Conservation District - Spokane, WA
> Phase 1 Office Building

Spokane County - Spokane, WA
> Crisis Relief and Sobering Center Expansion
> Crisis Stabilization Clinic
> Medical Examiner Facility

Spokane County Library District - Spokane, WA
> Argonne Library HVAC Replacement
> Deer Park Library HVAC Replacement
> District-wide Control Upgrades
> New Spokane Valley Library
> System-wide Facilities Master Plan

Spokane Public Facilities Department - Spokane, WA
> The Podium

Spokane Public Library - Spokane, WA
> Central Library
> Indian Trail Library
> Liberty Park Library
> South Hill Library
> The Hive

Spokane Water Department - Spokane, WA
> Master Plan
> Phase 1 and 2 Implementation

Whitman College - Walla Walla, WA
> Baseball Building and Competition Field Upgrades



Dylan Cunningham PE, RCCD, CPQ

ELECTRICAL ENGINEER | MW ENGINEERS

Dylan will be the principal in charge of the project and oversee all aspects of the electrical, lighting, and low-voltage design. Decades spent working on municipal projects has provided Dylan with invaluable experience, which he uses to address complex design issues in electrical power distribution, essential and standby power generation, lighting technology and control strategies, telecommunications, and electronic safety and security systems in a wide variety of facilities. Since becoming a partner in 2002, Dylan has earned accreditation as a Registered Communications Distribution Designer (RCDD) and a Certified Power Quality Professional (CPQ).

EDUCATION

Bachelor of Science, Electrical Engineering, Gonzaga University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer WA#35310

BICSI RCCD 137127

AEE CPQ 940

PROFESSIONAL & COMMUNITY ACTIVITIES

Governor Appointed Washington State Electrical Board
2013 – 2024

Member, Washington State Society for Healthcare Engineering

YEARS WITH FIRM

27 Years

FEATURED PROJECTS

City of Sandpoint - Sandpoint, ID

> Travers Park Renovations

City of Spokane - Spokane, WA

> Dwight Merkel Sports Complex

> Riverfront Park Pavilion Assessment

> University Place Pedestrian Bridge

City of Spokane Valley - Spokane Valley, WA

> Balfour Park Improvements

Columbia Basin College - Pasco, WA

> Student Recreation Center

Gonzaga University - Spokane, WA

> Patterson Baseball Complex Expansion

Spokane Conservation District - Spokane, WA

> Phase 1 Office Building

Spokane County - Spokane, WA

> Medical Examiner Facility

Spokane County Library District - Spokane, WA

> Argonne Library HVAC Replacement

> Deer Park Library HVAC Replacement

> District-wide Control Upgrades

> New Spokane Valley Library

> System-wide Facilities Master Plan

Spokane Public Library - Spokane, WA

> Central Library

> Indian Trail Library

> Liberty Park Library

> South Hill Library

> The Hive

Spokane Water Department - Spokane, WA

> Master Plan

> Phase 1 and 2 Implementation

> Solar PV, BESS, and EV Study

Wenatchee Valley College - Wenatchee, WA

> Recreation Center

Whitman College - Walla Walla, WA

> Baseball Building and Competition Field Upgrades



Kelly Waterman PE, LEED AP, MBA

ELECTRICAL ENGINEER | KWR ELECTRICAL CONSULTING & DESIGN

Kelly is a Licensed Electrical Engineer and LEED™ AP with 21 years' consulting experience. His work spans CAD/BIM, project delivery, and business management on large new construction and small renovations for public agencies and private clients. He brings extensive experience on private and municipal park projects, including City of Spokane sites, and is supporting Meadowglen Park improvements, including a prototype durable restroom facility. In Feb 2017 he founded KWR, LLC, where he serves as Managing Principal/President and provides full MEP services (electrical plus mechanical and plumbing) from design through construction.

EDUCATION

Master of Business Administration,
2008, Gonzaga University

Bachelor of Science, Engineering,
2004, Gonzaga University

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Electrical
Engineer: Washington (WA#48350),
Idaho, California, Illinois, New York,
Kentucky, Indiana

LEED Accredited Professional

YEARS WITH FIRM

8 Years

FEATURED PROJECTS

Spokane Parks and Rec – Spokane, WA

> Riverfront Park West Havermale Project

The project included improvements to Riverfront Park at West Havermale Island, featuring a new playground, Theme Stream pedestrian feature, premanufactured restroom, pedestrian-scale lighting, utility extensions, and a stepwell with accent lighting. Kelly served as electrical engineer of record, with KWR designing electrical service, power distribution, lighting, and telecommunications.

> Meadowglen Park

KWR completed permit drawings for Meadowglen Park, including a new playground, parking lot, pedestrian trail, restroom, bus stop with comfort station, and underground utilities. Alternates include pickleball courts with lighting. Kelly served as electrical engineer of record, with KWR designing electrical service, lighting, telecommunications, and coordinating utility conversions.

Esmeralda Golf Course – Spokane, WA

> Maintenance Building Utility Upgrades

This project included upgrades to electrical and sanitary sewer utilities, adding a new lift station requiring upgraded electrical service. KWR coordinated with the utility, designing service equipment to power the station while back-feeding existing branch circuits, including special wiring methods for classified hazardous locations at the wet well.

City of Hayden – Hayden, ID

> Croffoot Park Upgrades

The project added improvements to Croffoot park including new soccer fields, parking, shelter structure, modular restroom, and irrigation infrastructure that included a booster pump station. KWR designed the new electrical service for the project, power distribution and branch circuitry, area lighting, and telecommunications infrastructure.

City of Spokane – Spokane, WA

> Wastewater Maintenance Facility TI and Electrical Upgrades

The project included a small tenant improvement at the mezzanine level and an upgrade of the facility's electrical distribution system. KWR led power distribution design, coordinated with the utility to replace the 240V service with a 480/277V, 3-phase service, corrected code deficiencies, and designed new equipment to serve existing loads and the tenant improvement, including lighting, controls, and telecommunications.



Justin Cook PE, SE

STRUCTURAL ENGINEER | DCI ENGINEERS

Justin Cook joined DCI Engineers in 1999 and has since been a fundamental member of DCI's structural design team. Justin's expertise spans across various sectors including municipal, commercial, institutional, and industrial projects. He has a proven track record of successfully managing a variety of projects from conception through completion, and consistently meeting client expectations while adhering to stringent quality standards.

EDUCATION

B.S., Civil Engineering,
University of Idaho, 1996

M.S., Civil Engineering,
University of Idaho, 1998

REGISTRATIONS & CERTIFICATIONS

Civil & Structural:
WA, ID, OR, ND, WY

PROFESSIONAL & COMMUNITY ACTIVITIES

Structural Engineers Association
of Washington – Spokane Chapter
(SEAW)

American Institute of Architects –
Spokane Chapter (AIA)

YEARS WITH FIRM

26

FEATURED PROJECTS

City of Spokane- Spokane, WA
> Convention Center Expansion

City of Airway Heights- Airway Heights, WA
> Recreation Center

City of Coeur d'Alene- Coeur d'Alene, ID
> McEuen Park

City of Sandpoint- Sandpoint, ID
> Travers Park

Kittitas Valley Event Center - Ellensburg, WA
> Rodeo Arena Improvements

City of Wenatchee- Wenatchee, WA
> Convention Center Renovation & Expansion

City of Kennewick- Kennewick, WA
> Three Rivers Convention Center Expansion

City of Yakima- Yakima, WA
> Convention Center Expansion

City of Snoqualmie- Snoqualmie, WA
> Community Center

Ports of Chelan & Douglas Counties- Douglas County, WA
> Pangborn Memorial Airport Terminal

Gonzaga University- Spokane, WA
> Patterson Baseball Complex
> Morris Family Baseball Indoor Training Facility
> Volkar Center for Athletic Achievement
> McCarthy Athletic Center
> John J. Hemmingson Center
> Myrtle Woldson Performing Arts Center

North Idaho College- Coeur d'Alene, ID
> Student Wellness and Recreation Center
> Meyer Health & Sciences Expansion



Brian Sayler LEED AP

ESTIMATOR | MACC ESTIMATING

MACC Estimating brings a minimum of 25 years of construction experience in each estimator to the team, in an effort to provide insight into contractor methods that architects typically may not see. Because of this background, we can anticipate how subcontractors and suppliers may approach each project, both financially and tactically, benefiting the design and owner with a greater understanding. Our relationships with the subcontractor and supplier community continue to provide us with current information used in understanding and assessing risk and market impacts. We enjoy working collaboratively as a resource for designers and contractors from estimate and into construction as needed.

EDUCATION

Bachelor of Science, Construction Technology, Eastern Washington University, 1997

REGISTRATIONS & CERTIFICATIONS

LEED Accredited Professional

PROFESSIONAL & COMMUNITY ACTIVITIES

YEARS WITH FIRM

4

FEATURED PROJECTS

Spokane Parks Department - Spokane, WA
> Meadowglen Park

Spokane County Parks, Recreation and Golf - Cheney, WA
> Camas Meadow Park

City of Sandpoint - Sandpoint, ID
> Travers Park Recreation Center

City of Hermiston - Hermiston, OR
> Hermiston Softball Field Complex

City of Post Falls - Post Falls, ID
> Tullamore Sports Complex

Washington State University - Pullman, WA
> Soccer Fields

Spokane County - Spokane, WA
> Avista Baseball Stadium

3.4C FEATURED PROJECTS



*Photograph during construction



TRAVERS PARK

CITY OF SANDPOINT - SANDPOINT, ID

This project features a new indoor multi-court facility and site improvements, including an expanded skate park, playground, splash pad, upgraded sports fields, and increased parking.

The centerpiece, the multi-court facility, boasts a long-span steel structure with a PVC membrane roof and wall system. This choice not only provides durability but also enhances the aesthetic and natural lighting, reducing reliance on artificial sources.

Through effective collaboration and meticulous planning, ALSC has successfully created a facility that meets the community's needs and adheres to the project's budget and timeline. The facility's design, inviting entrance, and versatile features, will undoubtedly make it a popular destination for individuals of all ages.

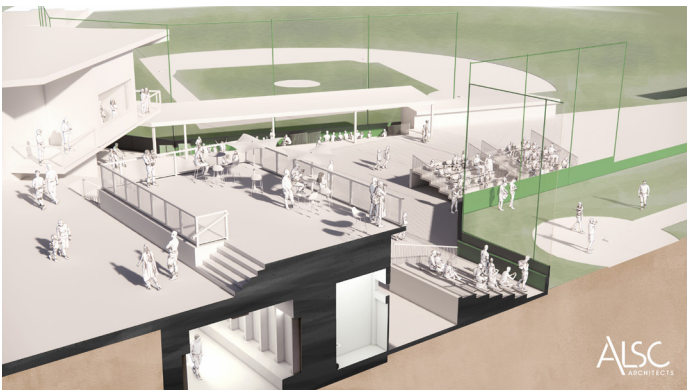
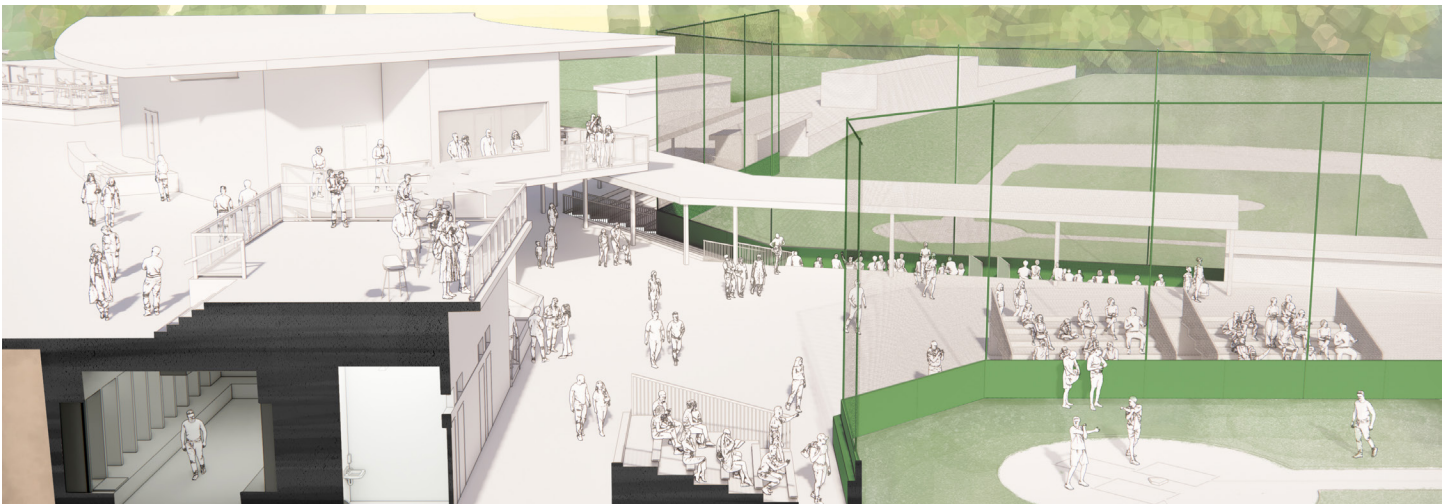
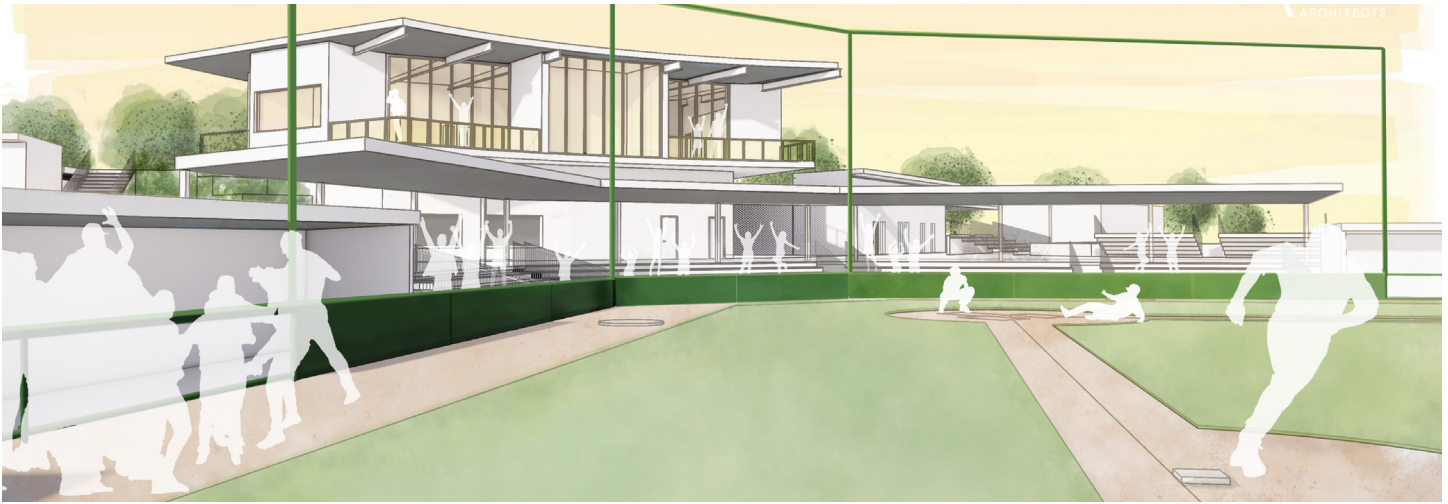
YEAR:
2022-2024

KEY PERSONNEL:
Troy Bishop, Brian Sayler,
Justin Cook, Dylan Cunningham

PROJECT RELEVANCE:
> Park Facility
> Community Engagement

> Universal Design
> Circulation Planning

CLIENT CONTACT:
Maeve Nevins-Lavtar, Project Manager
City of Sandpoint
mnevinlavtar@sandpointidaho.gov
208-263-3158



RECREATION ATHLETIC COMPLEX

CITY OF LACEY - LACEY, WA

The Lacey RAC Phase 3 project upgrades existing soccer fields and adds up to three new baseball fields with modern support facilities. Improvements include 1,000 stadium seats, expanded turf to meet NCAA Division I requirements for Field 1, new artificial turf with LED lighting for Field 2, lighting for parking lot and all sports fields, upgraded accessibility, and playgrounds.

Baseball fields feature artificial infields, natural outfields, scoreboards, concessions, locker rooms, staff space, covered bleachers, and enhanced spectator amenities, including restrooms, merchandise sales, and rental space. Tech infrastructure upgrades include cameras and internet access.

YEAR:

2024-Present

KEY PERSONNEL:

Troy Bishop, Andrew Leeper

PROJECT RELEVANCE:

- > Parks' Project
- > Community Engagement

- > Universal Design
- > Master Planned

CLIENT CONTACT:

Jennifer Burbidge, Director, Lacey Parks, Culture and Recreation
City of Lacey
jen.burbidge@cityoflacey.org
360.438.2633



ONE SPOKANE STADIUM

SPOKANE PUBLIC SCHOOLS - SPOKANE, WA

Built in coordination with and on property owned by the Spokane Public Facilities District, this 5,000-seat venue serves as a new home for football and soccer for Spokane Public Schools, while also hosting a professional soccer team. The stadium is designed as a premier regional destination and accommodates a wide range of events, from high school and professional sports to concerts and special gatherings, with the ability to expand seating to 15,000 for large-scale events.

The stadium includes a 44,840 SF field level with locker rooms and service areas, 15,530 SF of concourse buildings, 5,510 SF of mechanical and admin space, 94,900 SF of concourse and seating, and a 5,530 SF press box. Dynamic lighting allows the stadium to illuminate in home team colors, reinforcing its role as a year-round civic landmark and a catalyst for Spokane's economic and cultural vitality.



YEAR:
2021-2023

KEY PERSONNEL:
Troy Bishop, Andrew Leeper

PROJECT RELEVANCE:
> Public Facilities District
> Multiple Stakeholders

> Community Engagement
> Universal Design

CLIENT CONTACT:
Stephanie Curran, CEO
Spokane Public Facilities District
scurran@spokanepfd.org
509.279.7001



AIRWAY HEIGHTS COMMUNITY RECREATION CENTER

CITY OF AIRWAY HEIGHTS - AIRWAY HEIGHTS, WA

This Center connects to the 7.5-acre Airway Heights Recreation Complex, which offers multipurpose athletic fields, a softball/baseball field, a basketball court, and a large covered picnic shelter.

The 45,000 SF recreation facility features a gymnasium, child-watch area, and a natatorium with an indoor lap pool, recreation pool, hot tub, and sauna. The second floor offers a fitness center and studio spaces for group classes such as Pilates, yoga, karate, and spin. This new recreation center provides a much-needed heart of the community, offering a range of social and recreational spaces that support the area's rapidly growing population, while the surrounding outdoor fields expand opportunities for year-round activity.

YEAR:
2017-2019

KEY PERSONNEL:
Troy Bishop, Andrew Leeper,
Justin Cook

PROJECT RELEVANCE:
> Connected to Park
> Community Engagement

> ADA Accessibility
> Circulation Planning

CLIENT CONTACT:
J.C. Kennedy, Director of Parks, Rec., and Community Services.
City of Airway Heights
jkennedy@cawh.org
509.244.4845, ext. 15

ON-CALL EXPERIENCE

ALSC Architects brings a broad background providing the types of professional services that will be included in an On-Call Architectural Services contract. We have completed hundreds of “On-Call” and IDIQ projects for a diverse set of clients. Beyond our continued partnerships with Eastern Washington University, Gonzaga University, and Northern Quest Resort & Casino, our experience also includes work for the following agencies and institutions:

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

Gloria Miller, Project Manager
Washington Dept. of Enterprise Services
gloria.miller@des.wa.gov
509.389.5819

- > 20+ projects completed through six 2-year On-Call Professional Services Contracts.
- > Project locations throughout Eastern Washington.
- > Services provided: Site and Building Master Planning, Feasibility Studies, Remodels & Additions, Architectural Design, Interior Space Planning, Project Management, Construction Contract Administration, Cost Estimating, Scheduling

SPOKANE COLLEGES

Spokane, WA
Clint Brown
Director of Capital Construction
clinton.brown@ccs.spokane.edu
509.533.4899

- > 20+ projects completed through six 2-year On-Call Professional Services Contracts.
- > Services provided: Site and Building Master Planning, Remodels & Additions, Interior Space Planning, Project Management, Construction Contract Administration, Cost Estimating, Scheduling

SPOKANE TRANSIT AUTHORITY

Spokane, WA
Jessica Kelch
Senior Project Manager
jkelch@spokanetransit.com
509.325.6049

- > 25+ projects completed over a 10-year period.
- > Services provided: Site and Building Master Planning, Remodels & Additions, Interior Space Planning, Project Management, Construction Contract Administration, Cost Estimating, Scheduling
- > Projects include maintenance and storage facilities, offices, transit centers, others.

BEN FRANKLIN TRANSIT

Tri-Cities, WA
Steve Frazier, Senior Project Manager
sfrazier@bft.org
509.734.5536

- > 12+ projects completed over a 3-year period.
- > Services provided: Site and Building Master Planning, Feasibility Studies, Remodels, Architectural Design, Interior Space Planning, Project Management, Construction Contract Administration, Cost Estimating
- > Projects include interior remodeling, new building, tenant improvements, energy improvements, others.

WASHINGTON AIR NATIONAL GUARD

Fairchild Air Force Base, WA
Jason P. Kesler, Lt Col, WA ANG
Commander, Base Civil Engineer
jason.kesler@us.af.mil
509.247.7352

- > 17 projects completed over a 15-year period.
- > Services provided: Master Planning, Architectural Design, Remodels & Additions, Project Management, Construction Contract Admin., Cost Estimating, Scheduling
- > Projects include warehouse buildings, offices, storage sheds, parking improvements, energy improvements, others.



ONE SPOKANE STADIUM, SPOKANE PUBLIC SCHOOLS




203 N Washington St #400,
Spokane, WA 99201

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.


ALSC Architects <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Architecture <hr/> Program Title (Type or Print)
Troy Bishop <hr/> Name of Certifying Official (Type or Print)	 <hr/> Signature
Principal <hr/> Title of Certifying Official (Type or Print)	December 9, 2025 <hr/> Date (Type or Print)

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

Coffman Engineers <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Civil Engineering <hr/> Program Title (Type or Print)
Carston Mortenson <hr/> Name of Certifying Official (Type or Print) Principal <hr/> Title of Certifying Official (Type or Print)	 <hr/> Signature 12/9/2025 <hr/> Date (Type or Print)

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
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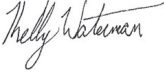
MW Consulting Engineers, P.S. <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Electrical and Architectural Lighting <hr/> Program Title (Type or Print)
Dylan Cunningham, PE, RCCD, CPQ <hr/> Name of Certifying Official (Type or Print) Principal, Electrical Systems <hr/> Title of Certifying Official (Type or Print)	 <hr/> Signature December 9, 2025 <hr/> Date (Type or Print)

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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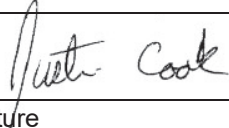
KWR, LLC <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Electrical Engineering <hr/> Program Title (Type or Print)
Kelly Waterman, PE <hr/> Name of Certifying Official (Type or Print)	 <hr/> Signature
Principal / Managing Member <hr/> Title of Certifying Official (Type or Print)	12.12.2025 <hr/> Date (Type or Print)

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.


DCI Engineers Name of Subrecipient / Contractor / Consultant (Type or Print)	Structural Engineering Program Title (Type or Print)
Justin Cook, PE, SE Name of Certifying Official (Type or Print)	 Signature
Principal Title of Certifying Official (Type or Print)	December 9, 2025 Date (Type or Print)

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<p>MACC Estimating</p> <hr/> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>MACC Estimating</p> <hr/> <p>Program Title (Type or Print)</p>
<p>Brian Saylor</p> <hr/> <p>Name of Certifying Official (Type or Print)</p> <p>Estimator / Regional Owner</p> <hr/> <p>Title of Certifying Official (Type or Print)</p>	<p></p> <hr/> <p>Signature</p> <p>12/09/2025</p> <hr/> <p>Date (Type or Print)</p>



We bring our clients' stories to life.

SPOKANE

203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568

alscarchitects.com

2026 HOURLY RATES – CITY OF SPOKANE

<u>CATEGORY</u>	<u>RATE</u>
PRINCIPAL	\$260.00
ASSOCIATE PRINCIPAL	\$190.00
SENIOR PROJECT DESIGNER	\$175.00
SENIOR PROJECT MANAGER	\$175.00
PROJECT MANAGER	\$170.00
PROJECT ARCHITECT II	\$155.00
LANDSCAPE ARCHITECT	\$155.00
PROJECT DESIGNER II	\$145.00
INTERIOR DESIGNER II	\$145.00
PROJECT ARCHITECT I	\$125.00
INTERIOR DESIGNER I	\$115.00
TECHNICAL STAFF II	\$120.00
TECHNICAL STAFF I	\$100.00
CLERICAL	\$85.00

< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name:	ALSC ARCHITECTS, P.S.
Business name:	ALSC ARCHITECTS, P.S.
Entity type:	Professional Service Corporation
UBI #:	600-087-367
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	203 N WASHINGTON ST SPOKANE WA 99201-0233
Mailing address:	203 N WASHINGTON ST STE 400 SPOKANE WA 99201-0234
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Dec-31-2026	Aug-19-2011
Ellensburg General Business - Non-Resident				Active	Dec-31-2026	May-24-2021
Pasco General Business - Non-Resident	43464			Active	Dec-31-2026	Nov-05-2024
Spokane General Business	T12019561BUS			Active	Dec-31-2026	Oct-15-2012
Yakima General Business - Non-Resident				Active	Dec-31-2026	Dec-30-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BISHOP, TROY	
DEHAL, INDERPAUL	
MURPHY, KEN	
PHELPS, KIMBERLY	

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ALSCARC-02

GHAYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Karly Oliver	
	PHONE (A/C, No, Ext): (509) 755-9327 FAX (A/C, No):	
	E-MAIL ADDRESS: Karly.Oliver@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED ALSC Architects, P.S. 203 North Washington Liberty Bldg, Suite 400 Spokane, WA 99201-0233	INSURER B : Continental Casualty Company	20443
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP 0711510	3/26/2025	3/26/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EPP 0711510	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		EPP 0711510	3/26/2025	3/26/2026	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab.			591916134	1/1/2025	1/1/2026	Agg/Each Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured, if required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person) or organization(s) is an additional insured only with respect to liability for:

- a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

- b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

- a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance C. is deleted in its entirety and replaced by the following:

- C.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

C. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or

C. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- 2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - C. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
- 2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
- 3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
C. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments**.

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2), c., d., e. and f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c. and d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a. or b.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **(1)** above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** and **(3)** of the definition of "mobile equipment".

However, this exception to Paragraph **(1)** does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs **(2)** and **(3)** above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
 - c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs 4. and 5. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought or number of vehicles involved or insured; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages:
 - a. Included in the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
 - c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:
 - a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:
 - (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II - WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV- CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments of this Coverage Part.**

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement, Paragraph 2. of this Coverage Part.**

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion **c.** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
8. "Property damage" includes all forms of radioactive contamination of property.

Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: February 4, 2026
Requester	Nick Hamad		Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)			Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Architects West, Inc. / Master Consultant Agreement for 2026-2029 on-call architecture services (not to exceed \$450,000.00)			
Begin/end dates	Begins: 02/12/2026		Ends: 12/31/2029	<input type="checkbox"/> 06/01/2525
Background/history: After the November passage of the citywide neighborhood park improvement & safety levy, the city issued RFQu #6471-25 seeking qualified consulting firms to provide architecture services on an 'on-call' / 'as needed' basis from 2026-2029. 10 firms submitted proposals in response to the solicitation, and Parks intends to award approximately (2) contracts - awarding contracts in order to the highest two ranked firms. After committee review, 'Architects West, Inc.' is the second highest ranked firm. As a result, staff is recommending contract award to this firm.				
Motion wording: Motion to approve Architect's West, Inc. master contract for 2026-2029 on-call architecture services not to exceed \$450,000.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Architects West, Inc. Name: Steve Roth Email address: stever@architectswest.com Phone: 208.667.9402				
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Garrett Jones Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: not to exceed \$450,000 Budget code: 1950-54920-94760-56504				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-795-836 Business license expiration date: 1/31/27 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



CITY OF SPOKANE
PARKS AND RECREATION
MASTER CONSULTANT AGREEMENT
Title: 2026 – 2029 ON-CALL
ARCHITECTURE SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **ARCHITECTS WEST, INC.**, whose address is 210 East Lakeside Avenue, Coeur d'Alene, Idaho 83814, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for Consultant to provide 2026 through 2029 On-Call Architecture Services, in accordance with RFQu 6471-25; and

WHEREAS, the Consultant was selected through a Request for Qualifications #6471-25 issued by the City.

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 12, 2026, and shall end December 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignments") on the beginning date above. The City will acknowledge in writing when the Task Assignment 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 the Request for Qualifications #6471-25 and Consultant's Response dated December 15, 2025, which is attached as Exhibit A and Consultant's 2026 Hourly Rates, which is attached as Exhibit B, made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls. As noted in Attachment 1 to Exhibit A – RFQu #6471-25, City may utilize federal grant monies to compensate portions of the work covered by this contract. To the extent federal grant monies are utilized for payment, Consultant agrees to comply with the grant requirements set forth in Attachment 1 that are not otherwise expressly identified as terms of this

contract (i.e., such as the debarment and suspension requirements set forth in paragraph 12 herein).

This agreement covers yet to be defined architecture work associated with the City of Spokane park improvement projects, which will be further defined in individual Task Assignments.

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. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- 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:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.

- 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. 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:** N/A.
- 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 markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 Consultant 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. SOCIAL EQUITY REQUIREMENTS.

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.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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 Title 48;

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98, (signed December 15, 2025, attached to Consultant's Response).

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. 15books 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, and / or the attached consultant proposal, as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant

selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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

24. 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 or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. 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 Agreement, 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.

ARCHITECTS WEST, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

Exhibit A – Consultant’s RFQu 6471-25 Statement of Qualifications dated December 15, 2025

Exhibit B – Consultant’s Hourly Rate Schedule dated May 1, 2025

26-027

EXHIBIT A

EXHIBIT B
ALSC ARCHITECTS PS
2026 Hourly

Statement of Qualifications for

City of Spokane 2026-2029 ON-CALL ARCHITECTURE SERVICES

RFQu No. 6471-25

December 15, 2025



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Specific References

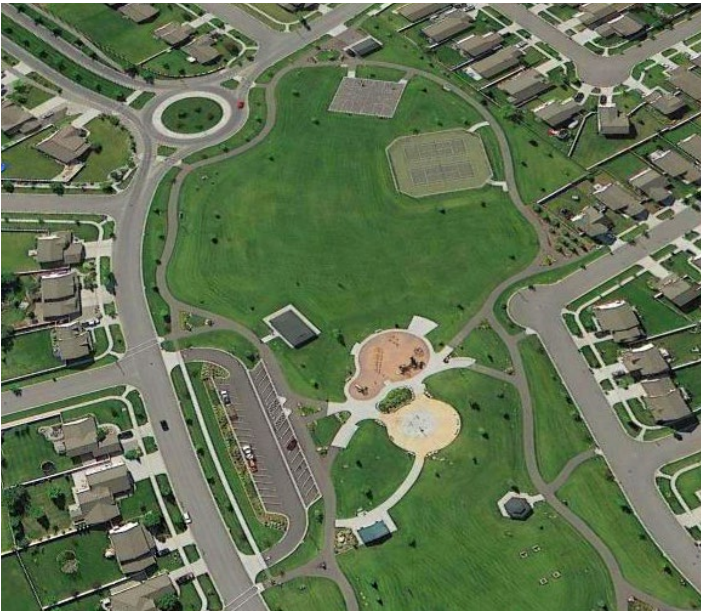
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D Terminations for Default

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Attachment A

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3.2 LETTER OF SUBMITTAL

December 15, 2025

City of Spokane

Attn: Thea Prince, City of Spokane Purchasing Department

RE: RFQu #6471-25 - 2026-2029 ON-CALL ARCHITECTURE SERVICES

To whom it may concern:

It is our pleasure to submit this statement of qualifications for the above listed RFQu. Contained within this document are the qualifications of Architects West and our consulting engineering team. Listed in the column on the right side of this page are the specific responses to items A-G As requested.

Architects West has been operating in the Spokane-Coeur d'Alene area since 1973, and has completed countless projects in the region and beyond. We offer a strong team of talented Architects, supported by firm of 35 multi-discipline professionals. We intent to serve the needs of the City of Spokane primarily from our Spokane office location, and with our Spokane-based team of engineering consultants.

The required scope of services and types of projects that are intended is a perfect fit for our firm. It is our sincere desire to be a part of the City of Spokane's effort to continuously improve the city's park facilities, and to be an integral member of the City's team.

Sincerely,

ARCHITECTS WEST, INC.



Steve Roth
Principal Architect

12-15-25



Architects West

- A** Steve Roth, Principal
210 East Lakeside Avenue
Coeur d'Alene, ID 83814
208.667.9402
stever@architectswest.com
- B** Legal Status: ESOP
Project will operate primarily from the Spokane office at:
850 E. Spokane Falls Blvd.,
Ste. 200
Spokane, WA 99202
- C** None
- D** Architects West confirms that we meet the Minimum Qualifications in Paragraph 1.3.
- E** Architects West will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.
- F** Architects West acknowledges it hasn't been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs. We further acknowledge we will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs. We agree to comply with City requirements to follow cost principles and audit requirements.
- G** Architects West acknowledges that we will not subcontract with any firm or consultant which does not meet the above criteria.



- A** Kelly Waterman, Principal
KWR, LLC
5915 S. Regal St., Suite 201
Spokane, WA 99223
509.473.9218
kelly@kwrllc.com
- B** Legal Status: Corporation
5915 S. Regal St., Suite 201
Spokane, WA 99223
- C** None
- D** KWR has 3 licensed professional engineers, and has a current certificate of authorization from the board of engineering for the limited liability company. KWR, LLC is 9 years old, and has completed more than 5 public park facilities.
- E** KWR, LLC acknowledges that KWR, LLC will comply with all terms and conditions set forth in the RFQ, unless otherwise agreed by the City.
- F** Acknowledged.
- G** KWR, LLC acknowledges that KWR, LLC will not subcontract with any Firms or consultants which do not meet the above criteria.



- A** Wade Gelhausen, Principal
DCI Engineers
707 W. 2nd Ave.
Spokane, WA 99201
509.227.6917
wgelhausen@dc-engineers.com
- B** Legal Status: S-Corporation
707 W. 2nd Ave.
Spokane, WA 99201
- C** None
- D** DCI has been in business for over 5 years, completed over 3 park related projects, and has engineers licensed in Washington.
- E** DCI will comply with all terms and conditions set forth by the RFQ, unless otherwise agreed by the City.
- F** DCI certifies that certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs.
- G** DCI will not subcontract with any Firms or consultants which do not meet the above criteria.



- A** Jess Stauffenberg, Principal
MSI Engineers
108 N Washington Suite 505
Spokane, WA 99201
509.381.3184
jess@msi-engineers.com
- B** Legal Status: S-Corporation
108 N Washington Suite 505
Spokane, WA 99201
- C** None
- D** MSI has been in business for over 5 years and has engineers licensed in Washington.
- E** Acknowledged.
- F** Acknowledged.
- G** Acknowledged.

3.3 CONTRACT MANAGEMENT PROPOSAL

A | Understanding & Approach

UNDERSTANDING OF PROJECT

We understand that this on-call contract is one of the City's primary tools for delivering neighborhood-scale park building improvements funded by the Healthy Parks, Healthy Neighborhoods levy. Over the three-year term, the City expects a steady pipeline of small to mid-sized projects across neighborhood, community, and regional parks citywide, most often focused on restroom buildings, gazebos, picnic shelters, accessory structures, and wayfinding/interpretive signage, implemented under task orders rather than a single large capital project.

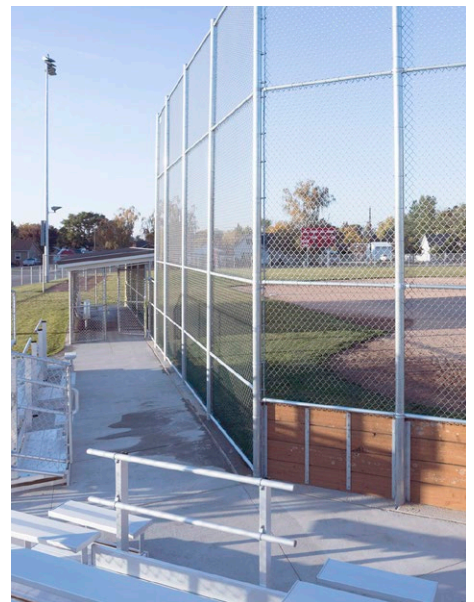
Through the levy, the City is targeting several interconnected goals: replacing aging park facilities, improving everyday park user experience and safety, addressing equity gaps in access and quality, and bringing parks into compliance with current ADA and life-safety standards. Many existing restrooms and small buildings are beyond their design life, difficult to maintain, and not fully accessible, and the program prioritizes durable, low-maintenance replacement facilities that respond to the character and needs of each neighborhood.

We recognize that each park will come with its own physical constraints, level of existing investment, and community expectations. At the same time, the City is seeking a consistent, repeatable framework, including standard building layouts, materials, and assemblies, that can be adapted across sites to control costs, simplify maintenance, and streamline permitting and bidding.

We anticipate that the resulting task orders will draw on the full spectrum of our architecture and park-planning services, from early scoping through construction close-out, including:

- Park planning and public engagement processes tailored to diverse communities
- Programming and project validation that reconcile levy goals, site constraints, and available budgets
- Building and siting assessments and feasibility evaluations
- Building layout design and siting concepts
- Code, ADA, and life safety upgrades
- Floor plans, illustrative renderings, and clear public-facing graphics to support outreach
- Complete construction documents and technical specifications, including consultant coordination
- Cost estimating, budget alignment, and bid support
- Construction administration and support during implementation

Within this framework, our role is to be a responsive, long-term partner to the Parks and Recreation Division, able to quickly scope and deliver multiple task orders in parallel, help the City stretch levy dollars, and consistently produce safe, inclusive, and resilient neighborhood-scale park facilities that reflect the intent of the Healthy Parks, Healthy Neighborhoods program.



PROPOSED APPROACH & METHODOLOGY

The approach will vary depending on the specific project. However, the following is a general outline of what we would envision for Citywide Neighborhood Park Improvements.

Project Initiation and Understanding

We would begin a project by confirming the scope, schedule, budget, and priorities with City and Parks staff.

Building Analysis and Data Collection

We would conduct a building assessment to fully understand the opportunities and constraints. This analysis would help determine which improvements are the most appropriate and feasible.

Programming and Public Engagement

We would work with the City and Parks staff to determine the level of public involvement. The scope and scale of the project would also be a determining factor. The feedback from the stakeholders will translate into a clear and prioritized program for the site.

Concept Development and Alternatives

Using the agreed upon program, different concepts would be developed. These would be reviewed with the stakeholders and a final concept would be developed.

Final Design, Cost, and Phasing (if needed)

A cost estimate would be completed and the final design would be refined. If needed, phasing strategies would be created to align with funding.

Construction Documents and Specifications

Create biddable documents. Coordinate closely with City to maintain scope, cost and schedule alignment.

Bid Support and Construction Administration

Our team would remain engaged throughout construction to ensure successful delivery.

B | Sample Work Plan

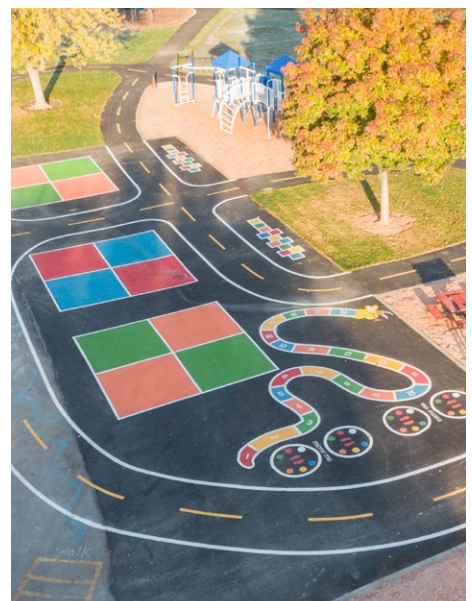
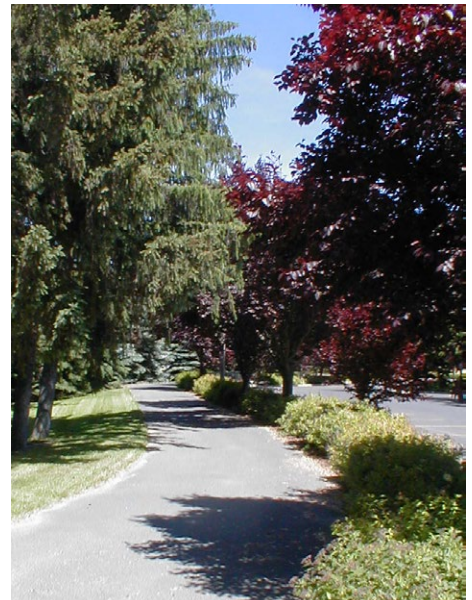
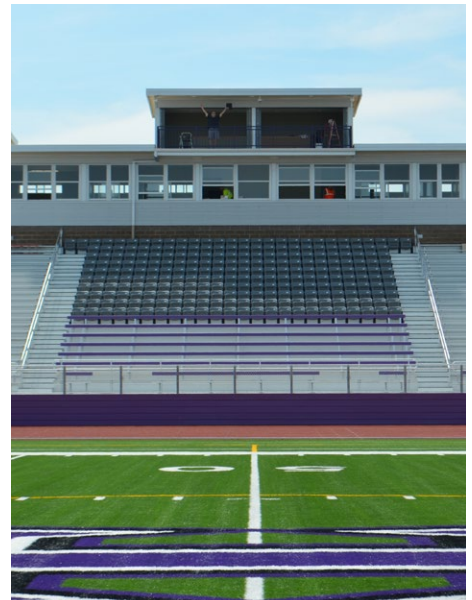
Our work plan is organized into a series of repeatable tasks that can be scaled to each park assignment. For each task order, we will follow the sequence summarized below, adjusting the level of effort to match project size, complexity, and schedule.

Task 1 - Programming, Existing Conditions, & Pre-Design

(The Idea/Needs/Vision)

Project Understanding & Visioning

- Kick-off meeting to confirm scope, priorities, schedule, and levy-program alignment.
- Review existing plans, prior studies, standards, and any previous community or Parks input.
- Establish communication protocols, decision milestones, and project expectations.
- Identify key opportunities and constraints influencing program development and design direction.
- Conduct site visit and photo documentation.



- Assess existing conditions relevant to the building scope: site access, utilities, accessibility, existing structures (if renovation), and operational impacts.

Output

Project Vision + Pre-Design Basis

Deliverables

- Kick-off summary
- Preliminary schedule and communication plan
- Existing conditions summary
- Program statement



Task 2 - Schematic Design

(Define the Requirements and Early Design Development)

Key Actions

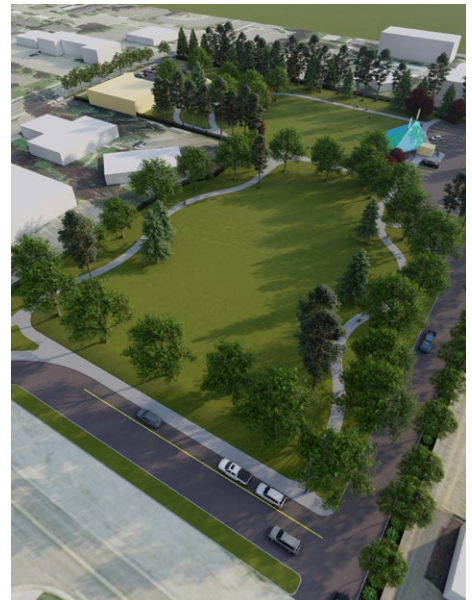
- Confirm functional requirements for the specific facility type (restroom building, gazebo, picnic shelter, accessory structure, and/or wayfinding/signage integration).
- Identify assumptions, needs, code requirements, and documentation required for permitting.
- Work with City staff to refine the project program within available budget and levy priorities.
- Conduct public and/or stakeholder engagement appropriate for project scale. Translate community and staff feedback into clear program priorities.
- Develop schematic design alternatives that align with durability, safety, accessibility, and maintenance expectations.

Output

Approved Schematic Design

Deliverables

- Schematic floor plan(s) and concept visuals (as appropriate)
- Preliminary opinion of probable cost, if requested/appropriate



Task 3 - Design Development (DD)

(Detailed Refinement and Technical Coordination)

Key Actions

- Refine the preferred concept based on City and community feedback.
- Develop the architectural design: plans, key sections/elevations, materials, assemblies, and durability/maintenance strategy.
- Coordinate all work with subconsultants as needed (structural, mechanical/plumbing, electrical, civil/site interfaces) to ensure the entire plan set progresses cohesively..
- Prepare updated cost estimate and identify value options and/or phasing strategies.

Deliverables

- DD package
- Updated cost estimate
- Code/ADA design checkpoint summary

Approval Milestone

- City approval of DD package authorizing preparation of Construction Documents.



Task 4 - Construction Documents (CD) & Permitting

(Final Bid Documents & Technical Refinement)

Key Actions

- Produce detailed, biddable drawings and technical specifications for the building and required site interfaces.
- Finalize architectural details.
- Complete code, accessibility, and life-safety documentation in coordination with engineering disciplines.
- Coordinate closely with subconsultants to ensure accuracy, constructability, and consistent scope across the full set.
- Issue 30%, 60%, and 90% submittal sets for City review and cost updates.
- Support permitting and agency reviews as applicable; respond to plan check comments.
- Prepare final stamped construction documents and specifications.

Deliverables

- 30%, 60%, and 90% plan sets + presentation materials
- Updated budgets at each milestone
- Final construction documents & specifications
- Permitting responses / plan check support



Task 5 - Bid Support & Construction Administration (CA)

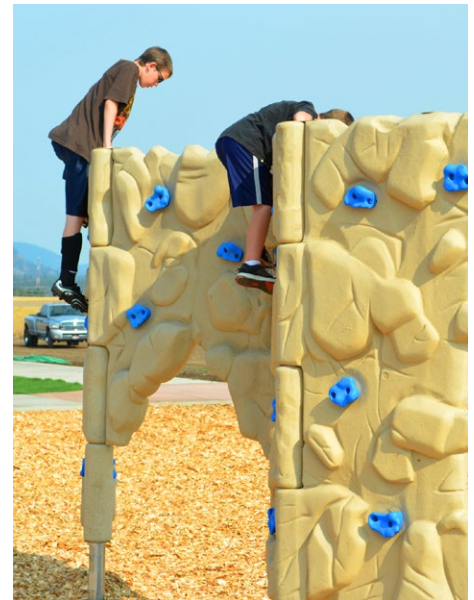
(Implementation & Quality Assurance)

Key Actions

- Provide bid support including advertisement materials, addenda, clarifications, and bid evaluation assistance.
- Review contractor RFIs, submittals, and shop drawings.
- Conduct site visits as needed to verify conformance with construction documents; coordinate with the contractor and City staff.
- Track field issues, document progress, and maintain communication logs.
- Lead punch list development, oversee closeout documentation, and support project turnover.
- Conduct warranty inspections and assist with issues during warranty period.

Deliverables

- Bid documents, addenda, evaluation summaries
- RFI & submittal logs
- Field reports
- Punch list & closeout documentation



Task 6 - Warranty & Post-Occupancy Review

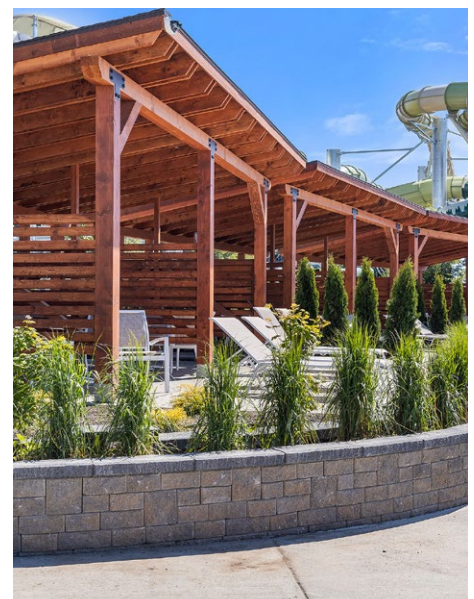
(1-Year Review & Lessons Learned)

Key Actions

- Conduct an 11–12 month warranty walkthrough with Parks Operations.
- Evaluate performance of building systems and components
- Gather feedback from maintenance staff and park users regarding functionality, safety, and maintainability.
- Document lessons learned to strengthen delivery of future levy-related park improvements.

Outputs

- Warranty review report
- Post-occupancy evaluation
- Continuous improvement feedback loop



3.4 FIRM & STAFF QUALIFICATIONS

A | Firm Experience & Capabilities

FIRM EXPERIENCE

Architects West is a multi-discipline design firm with a 52-year track record of successful design projects in the Pacific Northwest region and beyond. Since 1973, we have been specializing in the design of public facilities. **Founded on principles of providing top level service, high-quality design and documentation, and building strong, lasting relationships**, Architects West has continued to grow stronger each year.

Architects West has vast experience in athletic and recreational facility design and because we are an interdisciplinary firm, we can ensure quality design and integration for all design services. Our architectural team has completed work across the Northwest for public and private entities and has extensive educational and public facility design experience.

FIRM + CONSULTANT EXPERIENCE

KWR Electrical Consulting & Design

KWR Electrical Consulting & Design (KWR) is a full-service electrical design consulting firm comprised of passionate professionals with diverse experience in commercial, institutional, municipal, state, and federal projects, both in new construction and remodel/modernization applications.

KWR has vast experience working on both private and municipal park projects, and other outdoor gathering spaces. KWR is currently working with landscape architects on improvements to Meadowglen Park, as well as projects to upgrade infrastructure for the pond at Cannon Hill Park and utility services for the maintenance building at Esmarelda Golf Course. KWR also worked on Havermale Park in downtown Spokane, Liberty Park, and provided electrical engineering services to comprehensively upgrade the electrical distribution system at the City of Spokane Wastewater Maintenance Facility.

MSI Engineers

MSI has an extensive history of working with the City of Spokane over the last 20 years. These projects have included designs for the City of Spokane and the Parks and Recreation Department. We had the honor of renovating the Gaiser Conservatory, in which we designed a new hot water radiant floor system in the greenhouse(s) hardscape walkways, as well as radiant panels along the greenhouse perimeter to perfectly condition the space for the wide variety of plants growing inside the conservatory. MSI has also designed the mechanical infrastructure for a large number of City projects including, booster stations, lift stations, and numerous Combined Sewer Stormwater Overflow Stations.

DCI Engineers

DCI Engineers has been providing client-focused structural and civil engineering services since 1988. With offices along the West Coast, throughout the Mountain States, on the East Coast, up into Alaska and down in Texas, DCI represents a national portfolio backed by regional and local expertise. We're licensed in all 50 states, as well as many Canadian provinces.



KWR, LLC

5915 S. Regal St., Suite 201
Spokane, WA 99223

MSI Engineers

108 N Washington Suite 505
Spokane, Washington 99201

DCI Engineers

707 W. 2nd Ave.
Spokane, WA 99201

Team Experience

**AW + KWR
Engineers**

38

Projects

**AW + MSI
Engineers**

80

Projects

**AW + DCI
Engineering**

42

**Structural
Projects**

REPRESENTATIVE PROJECTS



City of Liberty Lake Trailhead Golf Course Club House

Why it matters to you:

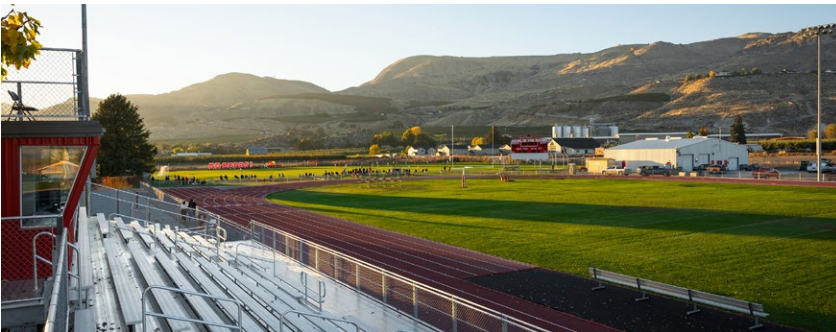
- Public project for the City of Liberty Lake
- Programming + stakeholder coordination
- Public engagement tools and communication graphics
- ADA + accessibility upgrades
- Fully delivery from design through construction administration



University of Idaho Taylor Ranch Composting Toilets

Why it matters to you:

- Public project for the University of Idaho
- Park-user restroom facility
- Utilities + restroom support systems
- Remote / constrained site problem-solving (located deep within Idaho's Frank Church-River of No Return Wilderness)



Brewster High School Additions & Modernizations

Why it matters to you:

- Public project for the Brewster School District
- Engaged the community in multiple listening sessions
- Renovation/modernization
- Occupied-campus multi-phase delivery
- Athletic/track improvements including track/field, bleachers, and other amenities



City of Coeur d'Alene Memorial Field Grandstand Renovation

Why it matters to you:

- Public project for the City of Coeur d'Alene and Parks and Recreation
- Rehabilitation of an aging civic asset
- ADA accessibility upgrades
- Canopy structure for future concessions
- Improvements to an athletic amenity/park facility



Walla Walla High School Stadium and Athletics

Why it matters to you:

- Public project for the Walla Walla Public Schools
- New restroom and concession facility
- New bleachers and press box
- Upgraded to artificial turf on both the football and soccer fields
- ROTC and tennis courts were relocated



College Place High School Athletic Facilities

Why it matters to you:

- 33 acre site redesigned to accommodate several sporting events including four tennis courts, all-weather track, football/soccer fields, softball field, baseball field



Kennison Field Athletic Complex

Why it matters to you:

- Public project for Hermiston School District
- 2,100 capacity bleacher with raised ADA access
- Five-story, elevator accessible press and game management box
- Three-bay concession booth
- Covered gazebo and barbecue plaza



City of Coeur d'Alene Ramsey Community Park

Why it matters to you:

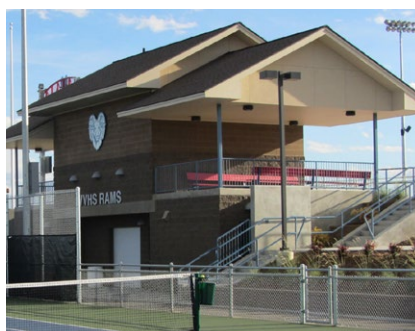
- Public project for the City of Coeur d'Alene
- New picnic shelter and restroom facility
- Both active and passive recreation facilities
- Playground
- Multi-use ballfields



Ray & Joan Kroc Corps Community Center

Why it matters to you:

- Community Center that includes pools, lockers, indoor running track, fitness area, climbing wall, performing arts theater, community rooms, and multi-activity courts
- Coordination with community user groups and city agencies of building, planning, fire, water, and sewer



West Valley High School Freshman Campus Athletic Fields

Why it matters to you:

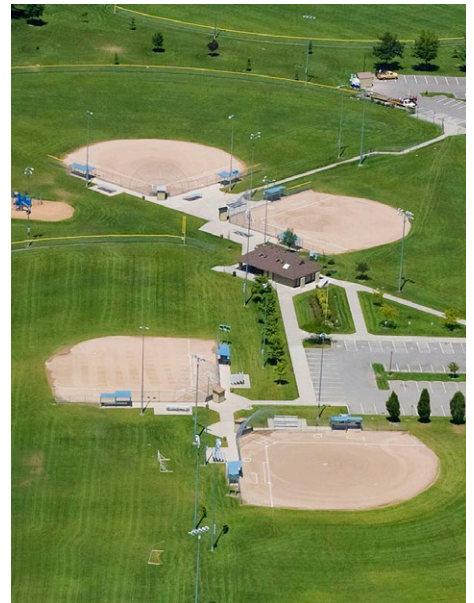
- Renovation of former high school site to expand athletic uses
- Five support buildings including concessions, restrooms, and storage facilities
- Athletic improvements include 12 tennis courts, two soccer fields, practice football field, resurfaced track

OTHER RELEVANT EXPERIENCE

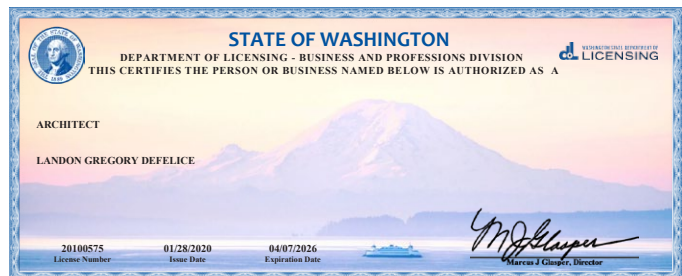
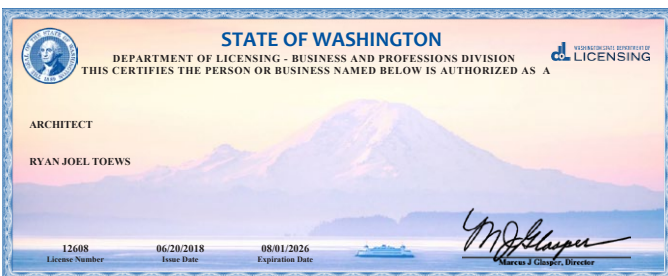
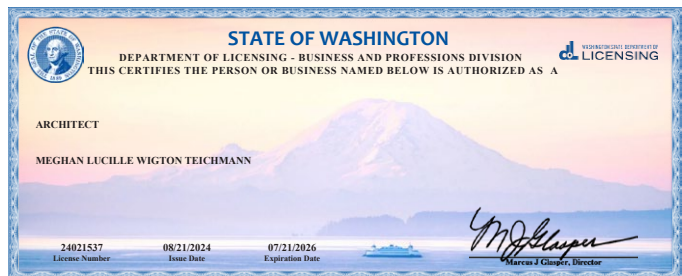
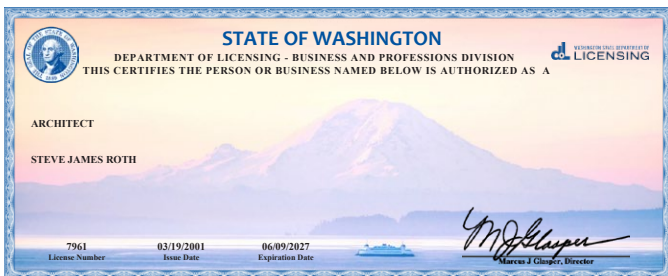
The following is a list of projects Architects West has done in the last 10 years that have similar overlapping elements as the potential park projects:

- Riverstone Park/Centennial Trail Planning, Coeur d'Alene, ID
- Scott Group Camp at Farragut State Park, ID
- Priest Lake State Park: Pavillion Shelter, Priest Lake, ID
- K27 Memorial, Coeur d'Alene, ID
- Lone School District-wide Improvements, Lone, OR
- Walla Walla High School Additions & Modernizations, Walla Walla, WA
- Grandview High School, Grandview, WA
- East Valley School District Site Safety/Circulation/Parking, Spokane Valley, WA
- Bridgeport Elementary, Middle, & High School Additions & Modernizations, Bridgeport, WA
- Gib Olinger Elementary School, Milton-Freewater, OR
- Museum of North Idaho Plaza, Coeur d'Alene, ID
- Lewis Clark State College Plaza, Lewiston, ID
- NIC Children's Park, Coeur d'Alene, ID
- NIC Outdoor Learning Space, Coeur d'Alene, ID
- Bella Terra Garden Design, Spokane, WA
- Hospice of North Idaho Campus Master Plan, Coeur d'Alene, ID
- Northwest Expeditions Academy Elementary (NExA) School, Coeur d'Alene, ID

Architects West has performed work for 39 municipal clients, with over 95 built projects. In addition to this, we have designed and completed 55 K-12 school projects with work containing components similar to these park projects. Both park and school projects share fundamental principles centered around user experience, safety, accessibility, environmental sustainability, inclusive design, and community engagement. Despite their distinct purposes, several elements overlap in these projects, contributing to their multi-functional nature. Some examples of these elements include concessions, storage buildings, and restroom facilities. As the architect for the City of Spokane, we would create versatile and inclusive spaces that cater to the diverse needs of community.



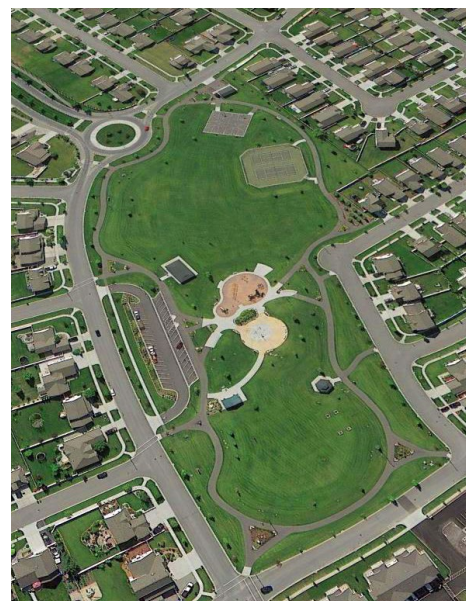
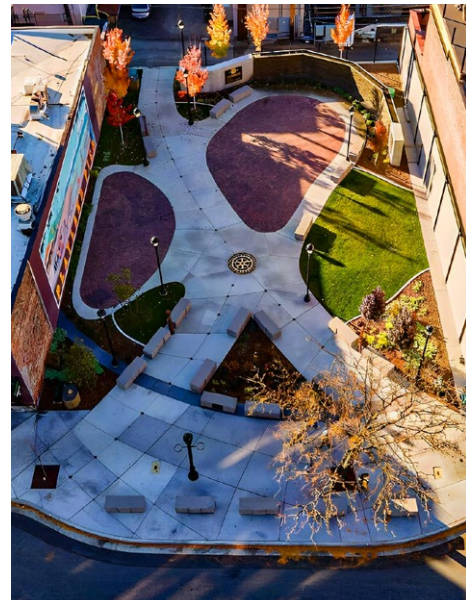
EVIDENCE OF LICENSURE



B | Project Team & Resource Allocation

ORGANIZATIONAL CHART

We are proposing a team with strong recreational and athletic facility design experience. Their experience not only includes the design of new facilities, but focuses on every type of upgrade and modernization .



ARCHITECTS WEST
Steve Roth
Principal Architect



ARCHITECTS WEST
Joey Toews
Architect



ARCHITECTS WEST
Meghan Teichmann
Architect



ARCHITECTS WEST
Landon DeFelice
Architect

CONSULTANTS



DCI ENGINEERS
Dave Giordano
Structural Engineer



MSI ENGINEERS
Jess Stauffenberg
Mechanical Engineer



**KWR ELECTRICAL
CONSULTING & DESIGN**
Kelly Waterman
Electrical Engineer

PROJECT SCOPE CHANGES

We proactively manage issues and scope changes through early risk identification, documented decisions, and milestone-based scope/budget checks. When changes arise, we promptly define the impact to schedule, budget, and deliverables, provide options (including value/phase alternatives), and obtain direction from the City before proceeding.

RESOURCE ALLOCATION

Below is the percentage of time assigned to project per phase for our primary team members. We will also leverage our deep bench of experienced design staff and engineering consultants as needed.	Programming	Schematic Design	Design Development	Construction Documents	Bidding & Procurement	Construction Administration
Steve Roth, Principal Architect						
Joey Toews, Architect						
Meghan Teichmann, Architect						
Landon DeFelice, Architect						
Dave Giordano, Structural Engineer						
Jess Stauffenberg, Mechanical/Plumbing Engineer						
Kelly Waterman, Electrical Engineer						
	20%	40%	60%	80%	100%	

TEAM RESPONSIBILITIES

Steve Roth will be the Principal Architect on this project. He will oversee your project and provide team leadership. He will be responsible for fees, contracts, sub-consulting contracts, and ensuring the City of Spokane and Department of Parks and Rec are receiving top level service throughout the project. Steve will provide quality control review of design documents.

Project Architect responsibilities will be assigned to one of three architects - **Joey Toews, Meghan Teichmann, or Landon DeFelice** - based on the specific scope, schedule, and timing of each project so that the best fit is selected for each assignment. While one Project Architect will typically lead each project, the others will be available for coordination and support. In addition to Steve, Meghan, Landon, and Joey, Architects West's full technical and administrative staff will support your project(s) as needed.

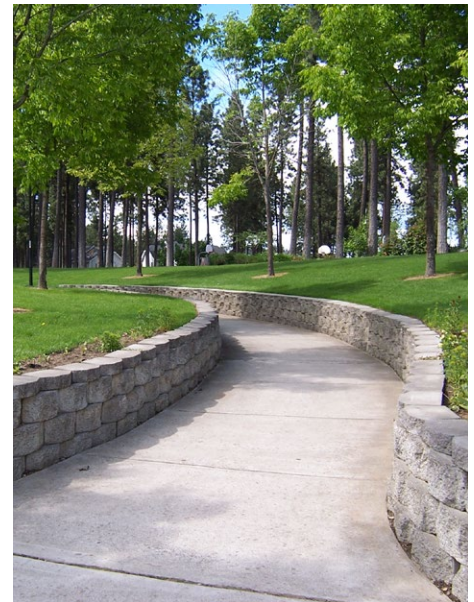
Dave Giordano, from DCI Engineers will be your Structural Engineer. He will be responsible for the structural design and documentation and coordination with the design team. **Jess Stauffenberg**, from MSI Engineers, will be your Mechanical/Plumbing Engineer. Jess will provide complete design services for any building's mechanical and plumbing systems. **Kelly Waterman**, of KWR, will be your Electrical Engineer. He will handle the design and construction document preparation for electrical and lighting, and manage the electrical support staff. He will work closely with the team to ensure that the project is completed on time and budget.

Please refer to individual resumes for specific qualifications and years of experience.

RESUMES

Please refer to the following pages for team resumes.

3.4 FIRM & STAFF QUALIFICATIONS





Steve Roth, AIA, LEED AP®

Principal Architect

Steve is an Architect and Principal with vast experience, including engineering, construction, surveying, and design of many building types. He is experienced in all phases of design and construction and has been responsible for projects throughout the Pacific Northwest, across the nation, and overseas. As a Principal, Steve will be involved in all aspects of the project from day one and provide active team leadership. Steve believes that a high level of service, excellent design, and strong relationships are the foundation of architectural practice.

Education

WASHINGTON STATE UNIVERSITY
Bachelor of Architecture

Registration

Licensed Architect: WA, ID, MT, OR, CA,
AK

Professional Experience

Years with Architects West: 12
Total Years: 32

Organizations

American Institute of Architects (AIA),
North Idaho Chapter, Past President
as well as Treasurer, and State Board
Member

Select Projects

- **Martin Luther King Community Center Renovations, Pasco, WA**

In partnership with the City of Pasco, Architects West is leading the renovation and expansion of the Martin Luther King Community Center, focusing on the same community-driven, phased approach we would bring to Spokane's park projects. For this 1970s-era facility, we began with a comprehensive assessment of needs and existing conditions, paired with robust visioning and outreach to neighborhood residents, user groups, and community partners to define priorities for welcoming outdoor spaces, play and fitness areas, circulation, safety, and site connections.

- **University of Idaho Taylor Ranch Restrooms, Frank Church River of No Return Wilderness, ID**

For this project, transportation to the remote site required two different transportation legs. An airplane flew the two-stall composting toilet from McCall, Idaho, with everything except for the roof of the structure, which was too big to fit on the plane. The large roof panel was flown in via a sling load helicopter from Riggins, ID. The job site is a location deep in the Frank Church River of No Return Wilderness that is only accessible by airplane or helicopter.

- **Silverwood Theme Park Food Court Pavilion, Athol, Idaho**

This project included an expansion to the water park, public and private cabanas, numerous slide structures, mechanical pump and water tank building, park lighting, a new food service pavilion, an 18,600 sf outdoor pavilion and 1,081 sf restroom facility. Construction documents, permitting, bidding support services and construction administration were provided.

- **City of Liberty Lake Trailhead Golf Course Clubhouse, Liberty Lake, WA**

New 10,977 sf, two-story, clubhouse facility featuring a pro shop, golf simulator room with two simulators, indoor cart storage, future restaurant space, and a 1,500 sf community event space that opens to an outdoor 1,400 sf deck for events. Working with the City of Liberty Lake, as well as the golf course staff, the programming effort identified needs that were addressed during space planning and character development.

- **Memorial Field Grandstands Rehabilitation, Coeur d'Alene, ID**

This project for the City Park's nearly 100-year old grandstand restored it to its former glory for the community. Work included the grandstands that are 62' x 107', plus the additional dugout space, a new canopy for future concessions, and ADA ramp access on both sides of the structure.





Joey Toews, AIA

Architect

Joey grew up around construction and developed a passion for the world of architecture and the impact it has on lives and communities. Joey is proficient in all phases of design and has experience in commercial, civic, and residential construction. His years of working on construction sites from a young age with his family, has taught him the importance of communication, coordination, and cooperation from the client and design team all the way to the tradesman installing the material. He believes that fully understanding the client's needs and wants, while comprehending the multifaceted variables of the design process, is what leads to a design solution that delivers answers, while creating a meaningful and positive impact in the community it serves.

Education

UNIVERSITY OF IDAHO
Bachelor of Architecture, Master of
Science in Architecture

Registration

Licensed Architect: WA, ID

Professional Experience

Years with Architects West: 6
Total Years: 16

Organizations

American Institute of Architects (AIA),
Spokane Chapter

Select Projects

- **University of Idaho Taylor Ranch Restrooms, Frank Church River of No Return Wilderness, ID**

For this project, transportation to the remote site required two different transportation legs. An airplane flew the two-stall composting toilet from McCall, Idaho, with everything except for the roof of the structure, which was too big to fit on the plane. The large roof panel was flown in via a sling load helicopter from Riggins, ID. The job site is located deep in the Frank Church River of No Return Wilderness.

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- **Town of Malden Community Center, Malden, WA**

The Town of Malden was virtually wiped out by wildfire in 2020. Architects West was retained to provide services to master plan for and replace two vital community buildings. Phase 1 work was a new building to serve as the Town Hall, fire station, and the post office shell. Phase 2 work was for the Community Center. This new 6,210 sf community center is home to a library, community event space, and a food bank with commercial kitchen. It serves as the only community gathering space in the town.

- **City of Hermiston New City Hall, Hermiston, OR**

This new 26,138 sf, three-story city hall replaces an extremely outdated facility facing significant repairs that originally constructed to be a bank. The project consolidates several city departments in one location, while resolving concerns of accessibility, security, technology, and civic presence.





Meghan Teichmann, AIA

Architect

Meghan has been passionate about architecture for as long as she can remember, and that enthusiasm has been the driving force behind her career. With a diverse portfolio that spans sectors such as education, government, and residential, she is committed to creating spaces where people can live, work, and play. Meghan will guide the architectural process from start to finish, ensuring your vision is realized with precision. She is dedicated to truly listening to your needs and finding specific, tailored solutions that meet your goals. Known for her insightful recommendations and deep understanding, she excels in tackling challenges head-on, and looks forward to doing just that with your project(s).

Education

UNIVERSITY OF IDAHO
Bachelor of Science in Architecture,
Masters of Architecture,
Academic Certificate in Bioregional
Planning & Community Design

Registration

Licensed Architect: WA, ID, OR

Professional Experience

Years with Architects West: 8
Total Years: 12

Organizations

American Institute of Architects (AIA)
Associate Member, Spokane Chapter

Select Projects

- **Central Valley Secure Entry Vestibules, Spokane Valley, WA**

This Progressive Design-Build project for the District involves creating new secure entrances at ten schools over a two-year period - five schools over the summer of 2025 and five over the summer of 2026. The design intent was to make the schools as safe as possible while creating a functionally secure vestibule and enabling front office staff to have better visibility. Some buildings required more interior reconfiguration to achieve this.

- **City of Liberty Lake Trailhead Golf Course Clubhouse, Liberty Lake, WA**

New 10,977 sf, two-story, clubhouse facility featuring a pro shop, golf simulator room with two simulators, indoor cart storage, future restaurant space, and a 1,500 sf community event space that opens to an outdoor 1,400 sf deck for events. Working with the City of Liberty Lake, as well as the golf course staff, the programming effort identified needs that were addressed during space planning and character development.

- **Kroc Community Center Entry & Children's Play Area Addition, Coeur d'Alene, ID**

Phase 1 was a main entry was redesigned to include a vestibule with a heated sidewalk that leads up to it. A 'bridge' over a dry creek was removed and the new vestibule was designed to match the character, materials, and details with the existing facility. Phase 2 was the 2,510 sf addition for a multi-purpose room addition with an exterior artificial turf play area.

- **Northwest Expedition Academy (NExA) Elementary School, Coeur d'Alene, ID**

Northwest Expeditionary Academy (NExA) is a project-based learning school which allows students to learn both inside and outside the classroom, using hands-on learning, critical thinking, and student input. The 53,355 sf two-story facility features a full-service kitchen adjacent to a large commons/cafe area open to the upper floor. The library is designed with a second entrance shared by the gym, so that it and the gym can be open to the public after school hours for community use without the rest of the school having to be open.

- **North Idaho College Athletic Center Programming, Coeur d'Alene, ID**

This programming and planning project involved evaluation of the spatial needs for all athletic departments at the College and the development of a schematic plan for a new athletic facility at the north end of the campus. It also included an analysis of parking for the facility and on-campus.





Landon DeFelice, AIA

Architect

Landon is a licensed architect with broad experience delivering public and civic projects that balance functional performance, user experience, and long-term durability. His work spans municipal, higher education, recreational, commercial, and federal facilities, with strength in projects that support community use, public accessibility, and operational efficiency. Landon has contributed to the planning and design of park-adjacent and recreation-support facilities including field houses, restrooms, concessions, support buildings, and multi-use public spaces. His experience includes programming and early feasibility studies, coordination with public agencies and stakeholders, development of cost-conscious design solutions, and production of clear, well-coordinated construction documents. He is adept at working within constrained budgets and schedules, identifying alternates and phased strategies to maintain flexibility while protecting core project goals.

Across all project types, Landon brings a practical, detail-oriented approach grounded in understanding how facilities are used, maintained, and adapted over time. He prioritizes accessibility, safety, and code compliance, and works closely with consultants to ensure integrated architectural and technical solutions. As part of an on-call team, Landon is a responsive and reliable project architect, capable of managing multiple task orders concurrently while delivering consistent, high-quality outcomes for public clients.

Education

UNIVERSITY OF IDAHO
Master of Architecture,
Bachelor of Science in Architecture,
Minor in Studio Art

Registration

Licensed Architect: WA, ID, OR

Professional Experience

Years with Architects West: 2
Total Years: 10

Select Projects

- **College Place Public Schools Field House, College Place, WA**

This field house was designed to provide multiple court layouts, men's and women's restroom, a concession stand, and rooms for storage and janitorial needs. To ensure the project would not be over budget, several alternate bid items were identified, including the concession stand, flooring options, and gym equipment.

- **Inchelium K-12 School Modernization, Inchelium, WA**

Revitalization to this K-12 facility will include full modernization of the 50,000 sf three-story split-level entry building originally built in 1977. This will be a comprehensive upgrade to meet current educational, energy, and safety standards. Work involves full replacement of electrical and mechanical systems, replacement of the existing metal roof with single ply, the addition of windows in classroom spaces for enhanced daylighting to learning spaces, and full interior remodel including new fixtures and finishes.

- **Post Falls School District Food Service Building, Post Falls, ID**

Architects West provided site and building master planning services to the District for a three-acre site to become a support facilities campus built out in multiple phases. The three buildings planned for included Food Storage and Distribution Facility, Maintenance Facility, and an IT Building. This facility will be used for storage and distribution of food for the schools in the District. There is a dry storage for non-perishables, and walk-in cooler/freezer boxes, office space, and restroom. No food preparation will occur at the facility.



C | Relevant Contracts & References

LIST OF CONTRACTS

The following is a list of contracts from the past 3 years that show Architects West's ability to perform the services needed in the RFQu.

Central Valley School District Secure Entries

Contract Period: 2025 - 2026

Contact Name: Jay Rowell, Director of Special Projects

Phone: (509) 228-5400

Email: jrowell@cvsd.org

Silverwood Theme Park - Multiple Projects

Contract Period: 2022 - 2024

Contact Name: Matt Stevens, Director of Construction and Maintenance

Phone: (208) 216-4031

Email: mstevens@silverwoodthemepark.com

College Place Public Schools Field House

Contract Period: 2025 - 2026

Contact Name: James (Jim) Fry, Superintendent

Phone: (509) 525-4827

Email: jfry@cpps.org

Martin Luther King Community Center

Contract Period: 2024 - 2028

Contact Name: Ryan Mahaffey, City of Pasco Project Manager

Phone: (509) 905-2609

Email: mahaffeyr@pasco-wa.gov

Skyway Elementary & Woodland Middle Schools Additions

Contract Period: 2025 - 2027

Contact Name: Seth Deniston, Deputy Superintendent of Operations

Phone: (208) 929-0138

Email: sdeniston@cdaschools.org

University of Idaho Taylor Ranch Composting Toilets

Contract Period: 2024 - 2025

Contact Name: Ethan O'Brian, Project Architect

Phone: (208) 885-8014

Email: eobrien@uidaho.edu



SPECIFIC REFERENCES

College Place Public Schools Field House

Utilizing a pre-engineered metal building, this field house was designed to provide multiple court layouts, men's and women's restroom, a concession stand, and rooms for storage and janitorial needs. To ensure the project would not be over budget, several alternate bid items were identified, including the concession stand, flooring options, and gym equipment. Construction is currently underway with a scheduled completion of June 2026.

Mike Nygaard, Building/Grounds Maintenance Supervisor
(509) 525-4827
mnygaard@cpps.org



Martin Luther King Community Center

In partnership with the City of Pasco, Architects West is leading the renovation and expansion of the Martin Luther King Community Center, focusing on the same community-driven, phased approach we would bring to Spokane's park projects. For this 1970s-era facility, we began with a comprehensive assessment of needs and existing conditions, paired with robust visioning and outreach to neighborhood residents, user groups, and community partners to define priorities for welcoming outdoor spaces, play and fitness areas, circulation, safety, and site connections. Our team is coordinating a multi-phase design and construction strategy that modernizes the site and facility while keeping key areas open and operational, carefully sequencing improvements so the community continues to use and enjoy the space. This project demonstrates our ability to blend inclusive engagement, technical evaluation, and complex phasing on active public sites—skills directly applicable to renovating and enhancing Spokane's neighborhood, community, and special-use parks.

Ryan Mahaffey, City of Pasco Project Manager
(509) 905-2609
mahaffeyr@pasco-wa.gov



Silverwood Theme Park - Multiple Projects

This project included an expansion to the water park, public and private cabanas, numerous slide structures, mechanical pump and water tank building, park lighting, a new food service pavilion, an 18,600 sf outdoor pavilion and 1,081 sf restroom facility. Construction documents, permitting, bidding support services and construction administration were provided.

Matt Stevens, Director of Construction and Maintenance
(208) 216-4031
mstevens@silverwoodthemepark.com



D | Terminations for Default


No such termination has been experienced by the firm in the last five years.

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

4. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

Architects West <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Principal Architect <hr/> Program Title (Type or Print)
Steve Roth <hr/> Name of Certifying Official (Type or Print)	 <hr/> Signature
Principal Architect <hr/> Title of Certifying Official (Type or Print)	12-15-2025 <hr/> Date (Type or Print)

ARCHITECTS WEST, INC.
HOURLY RATE SCHEDULE
May 1, 2025

Principal	\$230.00
Senior Architect	\$190.00
Architect I	\$170.00
Architect II	\$150.00
Architect III	\$130.00
Architect Intern I	\$125.00
Architect Intern II	\$110.00
Senior Interior Designer	\$160.00
Interior Designer I	\$130.00
Interior Designer II	\$95.00
Senior Landscape Architect	\$185.00
Landscape Architect I	\$130.00
Landscape Architect II	\$110.00
Landscape Designer	\$95.00
Draftsperson I	\$130.00
Draftsperson II	\$105.00
Draftsperson III	\$80.00
Administrative I	\$130.00
Administrative II	\$95.00
Administrative III	\$75.00
WEB/Graphics/Drafting	\$140.00

< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name:	ARCHITECTS WEST, INC.
Business name:	ARCHITECTS WEST, INC
Entity type:	Profit Corporation
UBI #:	602-795-836
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	210 E LAKESIDE AVENUE COEUR D'ALENE ID 83814
Mailing address:	210 E LAKESIDE AVE COEUR D ALENE ID 83814-2833
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm	405		View Architects	On Hold	Jan-31-2027	Mar-13-2008
Moses Lake General Business - Non-Resident	BUS2006-03127			Active	Jan-31-2027	Oct-06-2006
Richland General Business - Non-Resident				Active	Jan-31-2027	Dec-21-2021
Spokane General Business - Non-Resident	T12054848BUS			Active	Jan-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Mar-20-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHAMPAGNE, EDWARD A	
COLE, KEVIN W	
ROTH, STEVE	
VALENTINE, MARCUS	



Registered Trade Names

Registered trade names	Status	First issued
ARCHITECTS WEST INC PA	Active	Oct-16-2019

The Business Lookup information is updated nightly. Search date and time: 1/29/2026 9:02:40 AM

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ARCHWES-01

BLADA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: Danika Blank	
	PHONE (A/C, No, Ext): (208) 459-1678	FAX (A/C, No): (208) 454-1114
	E-MAIL ADDRESS: danika@thehartwellcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Insurance Co	25615
INSURED Architects West Inc 210 E Lakeside Avenue Coeur D'Alene, ID 83814-2833	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : SIF Idaho Workers Compensation	36129
	INSURER D : XL Specialty Insurance Co.	37885
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680A2972640	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680A2972640	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPA3051037	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	561852	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			DPR5047066	8/8/2025	8/8/2026	Each Claim 3,000,000
D	Ded: \$75,000			DPR5047066	8/8/2025	8/8/2026	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ No. 6471-25: 2026-2029 On-Call Architecture Services
Certificate Holder is an additional insured, form attached.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Parks and Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II –Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 11/06/2024

Page 1 of 1

Spokane Park Board

Briefing Paper



Committee	Golf			Committee meeting date: 2-10-26
Requester	Mark Poirier		Phone number: 509.625.4653	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A		Master Plan Priority Tier:	N/A (pg. 171-175)
Item title: (Use exact language noted on the agenda)	2026 Golf/Parks chemical/fertilizer value blanket NTE \$350,000.			
Begin/end dates	Begins: 03/01/2026		Ends: 02/28/2027	<input type="checkbox"/> 06/01/2525
Background/history: This annual bid goes out to distributors each spring, for various turf chemicals used throughout of Golf and Parks systems. With new products, rising shipping/fuel/fertilizer costs, this gives Golf and Parks the best chance to acquire the lowest prices. This value blanket also locks us in for a year to help with consistent pricing for budgetary purposes. Attached is a tabulation sheet for these quotes as prepared by City Purchasing Department using required purchasing guidelines.				
Motion wording: To approve the 2026 Golf/Parks chemical/fertilizer value blanket NTE \$350,000.				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name: _____				
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: NTE \$350,000 Budget code: 4600-55200-76680-53201 4600-55300-76680-53201 4600-55400-76680-53201 4600-55500-76680-53201				
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

Soil Technology	HORIZON DIST	PLANET TURF	SiteOne Landscape	SIMPLOT PARTNERS	Helena Agri-Enterprises	WILBUR ELLIS
2103 185th Str	4004 E Francis Ave	6422 E 2nd Ave	3718 E Decatur Ave	11600 NE Marx St	4802 N Florida st	12001 E EMPIRE AVE
Fairfield, IA 525	Spokane WA 99217	Spokane WA 99212	Spokane, WA 99217	Portland OR 97220	Spokane, WA 99217	Spokane Valley, WA 99206
VB #	VB#	VB#	VB#	VB#	VB#	VB#
xavier@soiltec	nick.newman@horizononline.com	jordan@planeturfusa.com	icaldera@siteone.com	jacob.close@simplot.com	conciennec@helenaagri.com	bradford@wilburellis.com
(641) 472-6189	(208)929-2522	(816) 217-7363	(509) 873-1455	(425) 293-9773	(509)795-9175	(509) 994-4735

Description

Fertilizers	UOM	Quant							
16-16-16 Standard Grade	50lb bag	1		\$26.50		\$26.10	\$25.86	\$19.19	
Earthworks Replenish 5-4-5 greens grade	50lb bag	1							\$42.10
Earthworks Replenish 5-4-5 standard grade	50lb bag	1							\$41.05
Earthworks Replenish 10-2-5 standard grade	50lb bag	1							\$52.63
Earthworks Replenish 10-2-5 greens grade	50lb bag	1							\$53.68
Earthworks Myco-Replenish 3-3-3 greens grade	50lb bag	1							\$41.05
Earthworks Trilogy 1-5-5 Liquid	gal	2.5							\$126.00
Earthworks Replenish 8-2-2 standard grade	50lb bag	1							\$32.63
Earthworks Sea 3	2.5 gal	1							\$113.50
Earthworks Sea 3	275 gal	1							\$9,610.54
Earthworks Cal Vantage	2.5 gal	1							\$121.50
Earthworks Mag Vantage	2.5 gal	1							\$129.00
Helena Pro Mate 23.9-11.7-3.8 standard grade	50lb bag	1						\$40.34	
28-0-0 Coron Metra Liquid	5 gal	1						\$75.00	
28-0-0 Coron Metra Liquid	265 gal	1						\$3,312.50	
Nucleus 0-0-21	5 gal	1						\$80.00	
Nucleus 0-0-21 Tote	Tote	1						\$3,710.00	
Hydra-Hume 0-0-1	5 gal	1						\$80.00	
Super Trace 2-0-4 6%FE	2.5 gal	1							\$57.88
Earthworks Protein Plus 14-2-5 Liquid	2.5 gal	1							\$99.00
46-0-0 Umaxx Mini	50 lb bag	1					\$47.15		\$49.50
46-0-0 Urea Solution Grade	50lb bag	1		\$36.00		\$35.41	\$28.75	\$19.18	\$23.00
Ammonium Sulfate 21-0-0 Solution Grade	50 lb bag	1		\$23.25		\$18.50	\$19.12	\$18.76	\$19.00
25-0-0 (1/4 nitrate 3/4 ammonium sulfate)	50 lb bag	1	25-0-3	\$23.45					\$26.00
25-3-15 Perfection Mini Eagle	50 lb bag	1							\$39.25
Micro Sea	2.5 gal	1			\$87.30				
Andersons 18-0-4 w/Dimension	50 lb bag	1				\$27.06	\$38.00		\$27.50
WETCIT	2.5 gal	1			\$138.45				

ORO-RZ	2.5 gal	1			\$138.45				
Perfect Blend Organics 4-4-4 sgn 150	50 lb bag	1			\$24.00	\$19.04	SP EcoGreen 4-4-4 \$30.15		\$20.55
21-3-5 w/Surge	50lb bag	1		\$41.00			\$38.95	\$43.50	\$43.80
Andersons 16-0-9 w/Surge Mini	40 lb bag	1				\$30.12	\$31.00	\$34.80	\$40.00
Andersons DG 12-3-12 greens grade	40 lb bag	1				\$59.40	\$60.40	\$60.20	\$59.90
Andersons DG 14-7-14 greens grade	40lb bag	1				\$63.80	\$68.60	\$67.70	\$68.60
Turface MVP Infield Conditioner	50 lb bag	1		\$16.50		\$13.64	\$15.00		\$24.11
SuperCal SO4 standard sgn plus Infiltrate	50 lb bag	1							\$15.50
SuperCal SO4 standard sgn	50 lb bag	1							\$13.50
Watersolv Curative	5 gal	1			\$332.15				\$357.80
Watersolv Curative	55 gal	1			\$3,190.00				\$3,188.90
Gypsum standard sgn	50 lb bag	1		\$15.18	\$12.00	\$13.03	\$15.00	\$11.44	\$13.50
Flu Gent	2.5 gal	1			\$57.50				
Amend Simplot	2.5 gal	1					\$63.00		
Organic liquid iron					Iron Polyamine \$81.25				
Grass Seed									
Alpha Bentgrass non coated	25 lb bag	1					T1 Alpha Blend, while supplies last \$209.95		\$200.00
Pure Distinction Bentgrass non coated	25 lb bag	1		\$475.00		\$348.50	\$422.95	\$431.54	\$426.00
L-93 XD Bentgrass non coated	25 lb bag	1					\$375.00	\$357.14	\$406.25
TTTF(85-95%)/KBG(5-15%) mix	50 lb bag	1		\$90.00			82/15 blend, 4000 lb minimum \$62.50		\$112.00
(70/80%) KBG (30/20%) PRG	50 lb bag	1		\$84.00	Coated \$72.50	\$90.58	70/30 blend \$119.00		\$111.76
Regenerating Perennial Ryegrass Certified non coated	50 lb bag	1		\$105.00		\$59.57	non-coated \$103.00	\$97.05	\$102.35
Regenerating Perennial Ryegrass Certified	50 lb bag	1		\$105.00	\$80.63		Coated \$90.00		\$102.35
T-1 Bentgrass	25 lb bag	1				\$232.36	\$274.00		\$255.00
Tall fescue seed blend non coated				\$89.00			\$58.00	\$59.00	\$110.00
Fungicides									
Headway G	30 lb bag	1				\$49.75	\$51.00	\$51.35	\$61.20
Turfcide 10G	50 lb bag	1		\$159.50	\$159.50		\$159.50	\$159.50	\$159.50
Affirm	2.4 lb bag	1				\$273.84	\$273.84	\$273.84	\$273.84
Chipco 26019	2.5 gal	1				\$163.66	\$177.95	\$168.67	\$169.20
Dorado	2 gal	1					\$159.94	\$170.45	\$187.50
Insignia Sc Intrinsic (AGENCY)	30.5 oz	1				\$594.75	\$594.75	\$594.75	\$594.75

Instrata (Volume Order >25 gals) (AGENCY)	2.5 gal	1				\$412.90	\$412.90	\$412.90	\$412.90
Turficide 400 PCNB	2.5 gal	1		\$210.15	\$220.65		\$220.65	\$220.65	\$220.65
Velista (AGENCY)	22 oz	1				\$299.20	\$299.20	\$299.20	\$299.20
Premion	2.5 gal	1					\$270.35	\$270.35	\$270.35
Signature XTRA STRESSGUARD (AGENCY)	5.5 lb	1				\$211.88	\$211.88	\$211.88	\$211.88
Maxtima (AGENCY)	26 oz	1				\$244.40	\$244.40	\$244.40	\$244.40
Tekken	2.5 gal	1				\$440.00	\$440.00	\$440.00	\$440.00
Navicon (AGENCY)	37 oz	1				\$592.00	\$592.00	\$592.00	\$592.00
Secure Action (AGENCY)	0.5 gal	1				\$421.43	\$421.43	\$421.43	\$421.43
Segway SC	39.2 oz	1				\$450.00	\$450.00	\$450.00	\$450.00
Union SC	2.5 gal	1					\$737.50	\$737.50	\$735.50
Appeal II (AGENCY)	2 gal	1				\$441.08	\$441.08	\$441.08	\$441.08
Pedigree SC	2.5 gal	1				\$922.50	\$922.50	\$922.50	\$922.50
Densicor(AGENCY)	51 oz	1				\$707.72	\$707.72	\$707.72	\$707.72
Subdue Maxx (AGENCY)	1 gal	1				\$627.37	\$627.37	\$627.37	\$627.37
Posterity XT (AGENCY)	2.5 gal	1				\$657.10	\$657.10	\$657.10	\$657.10
Serata (AGENCY)	35 oz	1				\$503.30	\$503.30	\$503.30	\$503.30
Ascernity (AGENCY)	1 gal	1				\$510.55	\$510.55	\$510.55	\$510.55
Generic Fungicides (any brand)									
Chlorothalonil	2.5 gal	1		\$86.25	\$77.00	\$72.75	\$94.55	\$84.00	\$79.41
Propiconazole 14.3%	2.5 gal	1		\$153.00	1 gal container \$56.00	\$146.32	\$239.75	\$125.00	\$120.58
Iprodione	2.5 gal	1		\$190.00	\$157.00	\$158.31			
Fluazinam	1 gal	1		\$236.00	\$180.00	\$330.00			
Tebuconazole	1 gal	1		\$54.00	\$40.00	\$44.13			
Thiophanate-Methyl	2.5 gal	1		\$120.00	\$97.00	\$105.08			
Prohexadione calcium 27.5%	1 lb	1			comes in a 6 gl jug so total price is \$360.00 \$60.00				
Trinexapac ethyl 11.3%	1 gal	1		\$124.00	\$91.52				
Ethephon 21.7%	2.5 gal	1		\$91.00	\$43.00	\$76.68			
Azoxystrobin 22.9%	1 lb	1		\$108.00		\$84.05	\$69.78		
Wetting Agents									
Aristocracy	2.5 gal	1						\$200.00	
Duplex (AGENCY)	20 gal	1			30 gal drum pricing \$1,335.60				30 gal drum pricing \$1335.60

Rely III	2.5 gal	1					\$175.00		
Rely III	30 gal	1					\$1,995.00		
Dispatch Injectable	30 gal	1		\$1,300.50		\$1,300.50			
Soaker +	2.5 gal	1						\$120.00	
Soaker +	30 gal	1						\$1,380.00	
Revolution	2.5 gal	1		\$323.00		\$323.00			\$323.00
Vivax	20 gal	1			30 gal drum pricing \$2,371.50				30 gal drum pricing \$2,371.50
Zipline	2.5 gal	1		Oasys Ultra \$169.13					\$345.25
Herbicides									
Desperado	2.5 gal	1							\$209.60
Battleship III	2.5 gal	1						\$200.00	
Defendor (AGENCY)	32 oz	1				\$213.13	\$213.13	\$213.13	\$213.13
Roundup Quick Pro SC Total	2.5 gal	1				\$189.36			
Dithiopyr 20-25%	2.5 gal	1		\$199.00		\$225.99			
Pathfiner II	2.5 gal	1					\$153.33		
On Deck Icon	2.5 gal	1						\$125.00	
Glyphosate 41%	2.5 gal	1				\$44.19		\$41.10	
Drive XLR8	.5 gal	1				\$43.98			
Vastlan	2.5 gal	1					\$262.50	\$262.50	\$262.50
Quicksilver	8 oz	1				\$119.70			
Speedzone EW	2.5 gal	1		\$227.00		\$192.50			
Other									
Podium	1 gal	1				\$147.50			
In-Place	2.5 gal	1							\$158.37
Tea Seed Meal	50 lb	1			\$65.00		Castaway 1-0-0 40 lb \$ 84.70		Anderson Castaway 1-0-0 40 lb bag \$84.70
Peaco peat moss hypnum peat	2.0 cbft	1							\$13.88
Premier Pro Mix HP w/Mycorrhizae	3.8 cbft	1							\$43.16
Premier Pro Mix HP	3.8 cbft	1							\$43.16
Bac-Pack, Soil Tech Corp	2.5 gal	1	\$741.58						
Anuew	1.5 lb	1				\$121.80	\$121.80	\$121.80	\$121.80
Anuew EZ	2.5 gal	1				\$760.25	\$760.25	\$760.25	\$760.25
Quanta	2.5 gal	1						\$125.00	

DuraPhite 12	2.5 gal	1					\$105.00		
Flash	2.5 gal	1				\$460.00		\$120.00	
Transition HC pigment	1 gal	1				\$198.97			\$144.42

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: February 10, 2026
Requester	Rich Lentz		Phone number: 509-625-6544	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	OPR 2023-1308			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A		Master Plan Priority Tier: N/A (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Accepting the Agreement between CITY OF SPOKANE PARKS AND RECREATION DIVISION and CIVICPLUS; providing Recreation Management Software and hosting.			
Begin/end dates	Begins: 01/01/2026		Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history: In 2017, through a competitive process, CivicPlus was selected as the Spokane Parks and Recreation Division's Recreation Management Software (RMS). Parties entered into a multi-year agreement for software licensing. The most recent agreement was effective in December of 2023 with two additional one year renewals. This action item is to approve contract renewal two of two. Parks desires to enter into a renewal agreement with CivicPlus to continue RMS software using the specific software product commonly known as CivicRec. This software is used for the registration of all recreational classes and programs as well as park and field facility reservations. This software has been well-received with users, and staff alike.				
Motion wording: Approve renewal two of two between the City of Spokane Parks and Recreation Division and CIVICPLUS for Recreational Management Software.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: CivicPlus Name: Amy Vikander Email address: vikander@civicplus.com Phone:				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Rich Lentz Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$63,136.03 + tax Budget code: 1400-30210-76101-54820				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT RENEWAL
2 of 2

Title: RECREATION MANAGEMENT SOFTWARE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City/ Customer"), a Washington municipal corporation, and **CIVICPLUS, LLC**, whose address is 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, as ("Company/ CivicPlus, LLC"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Recreation Management Software, Project Implementation and Deployment; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 22, 2023 and December 28, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2026 and shall run through December 31, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-THREE THOUSAND ONE HUNDRED THIRTY-SIX AND 03/100 DOLLARS (\$63,136.03)**, plus applicable sales tax, in accordance with Company's Renewal and Invoice Numbers 357620 and 358839, dated January 1, 2026, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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 Contract Renewal by having legally-binding representatives affix their signatures below.

CIVICPLUS, LLC

By Amy Vikander 2/4/2026
Signature Date

Amy Vikander
Type or Print Name
Senior VP of Customer Success
Title

Attest:

City Clerk

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

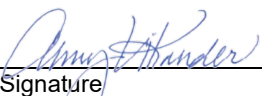
- Attachment A – Certification Regarding Debarment
- Attachment B - Company’s Renewal and Invoice Numbers 357620 and 358839

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>CivicPlus, LLC</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
<u>Amy Vikander</u> Name of Certifying Official (Type or Print)	 Signature
<u>Senior VP of Customer Success</u> Title of Certifying Official (Type or Print)	<u>2/4/2026</u> Date (Type or Print)

ATTACHMENT B**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: City of Spokane, WA**Bill To: City of Spokane, WA****WA – City of Spokane – Rec - Statement of Work**

QTY	Product Description	Amount
1	Recreation Management Annual Fee	Renewable
1	AudioEye Enterprise for Recreation Management	Renewable
1	Annual maintenance and support fee for external processors	Renewable
Annual Recurring Services		USD 63,136.03

1. This renewal Statement of Work ("SOW") is between City of Spokane, WA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from January 1, 2026 through December 31, 2026 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.
4. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

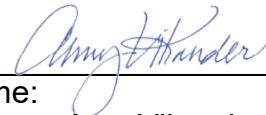
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior VP of Customer Success

Date:

Date:

2/4/2026



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#358839

1/1/2026

Bill To

Jason Conley
City of Spokane
808 W Spoken Falls Blvd
Spokane WA 99201

TOTAL DUE

\$15,075.00

Due Date: 1/31/2026

Terms	Customer	Quote #	Approving Authority
Net 30	City of Spokane, WA	Q-108797	Jason Conley

Qty	Item	Start Date	End Date
1	Annual maintenance and support fee for external processors	1/1/2026	12/31/2026

Total \$15,075.00

Due **\$15,075.00**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#357620

1/1/2026

Bill To

Jason Conley
City of Spokane
808 W Spoken Falls Blvd
Spokane WA 99201

TOTAL DUE

\$48,061.03

Due Date: 1/31/2026

Terms		Customer	Approving Authority	
Net 30		City of Spokane, WA		
Qty	Item	Start Date	End Date	
1	Recreation Management Annual Fee	1/1/2026	12/31/2026	
1	AudioEye Enterprise for Recreation Management	1/1/2026	12/31/2026	
		Total	\$48,061.03	
		Due	\$48,061.03	

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021