



Spokane Park Board Land Committee

3:30 p.m. Wed., Mar. 05, 2025

In-person: Ponderosa Room, Finch Arboretum
3404 W. Woodland Blvd, Spokane, WA 99224

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2483 532 0418
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Hannah Kitz
Kevin Brownlee
Doug Kelley

The Land Committee meeting will be held in-person in the **Ponderosa Room, Finch Arboretum 3404 W. Woodland Blvd, Spokane, WA 99224** and virtually via WebEx at 3:30 p.m. Wednesday, Mar. 05, 2025. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2483 532 0418**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Mar. 05 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Romtec Inc. / Make Beacon Hill Public Phase 2 Restroom Building Purchase \(\\$124,618.00 plus tax\)](#) – Berry Ellison
2. [AHBL, Inc. / Make Beacon Hill Public Phase 2 A&E Amendment #3 \(\\$29,080.00 plus tax\)](#) – Nick Hamad
3. [Place Landscape Architecture / Meadowglen Park Phase 1 A&E Amendment #3 \(\\$150,000.00 plus applicable tax\)](#) – Berry Ellison

Discussion Items:

1. [Alternative use request \(access easement\) / Indian Canyon Park](#) – Nick Hamad

Unfinished Business Items:

Standing Report Items:

Adjournment

Agenda 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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Preliminary Scope of Supply and Services

Building Supply Only

Project:	Camp Sekani Trailhead Vault Restroom
Customer:	City of Spokane
Location:	Spokane, WA
Date:	February 18, 2025

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec's process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec's Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec's Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec's standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer's approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other) for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec's standard plan size is 11"x17".

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec's warranty period begins.

2.Key Notes

- A. Romtec will design and supply the building package defined herein. Any changes or additions, including color selections, may result in a price change.
- B. The following are important clarifications regarding this proposal.
 1. Power to the exterior lights to be supplied by the site electrical panel. The electrical panel is excluded from the Romtec scope.

3.Romtec Scope of Materials Supply

- A. **Structure**
 1. Walls: Split-face, mortar joint, concrete masonry units (aka CMU or "concrete blocks")
 - a. Block color: **Tan**
 - b. Cove base for interior restroom walls: tile
 - c. Exterior siding accent to be stone veneer in **Earth Blend River Rock**.
 2. Windows and Vents: Polycarbonate gable windows and kick proof wall vents for natural ventilation
 - a. Steel frames and vents powder coated **black**
 3. Doors, frames, hardware: Steel
 - a. Hinges: Stainless steel, ball bearing
 - b. Door Closers: Grade 1 heavy duty
 - c. Kick Plates: Stainless steel
 - d. Door Locks: Interconnected lock with occupancy indicator.
 4. Roof System: Glulam beams
 - a. Ceiling Finish: 2x6 tongue and groove decking
 - b. Skylight for center stall: 24x24 deck mount.
 - c. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, Standing Seam
 - ii. Color selected by **owner** from manufacturer's standard chart
- B. **Waterless Restroom Fixtures**
 1. Toilet: Polyethylene riser, seat, lid, and stainless-steel safety bars.
 2. Vault: 1000-gallon, Reinforced LLDPE (polyethylene).
 3. Vent pipe: HDPE (polyethylene)
 4. Toilet paper dispenser: Stainless steel, wall-mount, 3-roll
 5. Waterless hand sanitizer dispenser: Stainless steel, wall-mount
- C. **Electrical Fixtures**
 1. Exterior light: Wall cylinder, LED downlight controlled by photocell.

4.Delivery, Storage, and Handling

- A. **Delivery Vehicle Size**
 1. Vans or trucks with 53' trailers, or per legally allowable max size for site.
 2. Overall dimensions:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high
- B. **Number of Deliveries**
 1. Freight quote based on the optimal minimum number of deliveries. If customer elects to increase the number of deliveries, additional charges may apply.
 2. Receiver is responsible for all offloading and related costs.
- C. **Delivery inspection**
 1. Up to five (5) business days allowed for inspection and acceptance of delivered goods.
 2. Any items not specifically rejected after five days are considered accepted for purposes of delivery acceptance.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time. Romtec cannot guarantee that stone products in the building will not eventually show surface cracks. Repair of cracks in stone products is a maintenance issue, not a warranty issue.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for roofing panels to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items that are not provided by Romtec but are required to complete installation of the Romtec building package.

1. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in both sections.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural items must be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Caulking.
- d. Concrete sealant for flooring and CMU block exterior.
- e. Masonry (concrete) grout and rebar
- f. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
- g. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
- h. Sealant for all exposed wood.
- i. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
- j. Doors and frames will arrive primed to be painted on-site by **installer**.

2. Electrical

The following electrical items must be provided by the **installer**:

- a. Electrical rough-in, installation and trim within 10' of the building footprint.
- b. All switches and outlets that are not included with electrical products.
- c. All conduits
 - i. Conduit for exterior lights to be concealed.

Note: Power feed to the exterior lights is supplied by the site electrical panel, not Romtec.

3. Other materials, equipment, and services

The following materials, equipment, and services must be provided by the **installer**:

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by specific others.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following structural components must be provided by the **contractor**:

- a. All materials, equipment and labor for exterior slabs and sidewalks.
- b. If required, design and supply rain gutters and downspouts.
 - i. Romtec can show basic gutters and downspouts on the plans if requested.

2. Electrical

The following electrical items must be provided by the **contractor**.

- a. Incoming electrical utilities to within 10' of the building exterior.
- b. Electrical meter base and meter.

3. Other materials, equipment, and services

The following materials, equipment, and services must be provided by the **contractor**.

- a. Site grading and/or asphalt paving
- b. Masonry pavers
- c. Fire alarm & fire suppression equipment
- d. Any lighting equipment not attached to the building
- e. Backflow check valves & drain valves
- f. Freeze protection
- g. Landscaping
- h. Special inspection services
- i. Permits and fees
- j. Site plans
- k. Geotechnical reports

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6-ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage. Failure to protect delivered goods may result in damage or loss that is not covered by the Romtec warranty.
4. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the Owner any manufacturer O&M manuals that ship with products.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.

Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.

a. Roof Snow Load: 25 psf	d. Allowable Soil Bearing: 1500 psf
b. IBC Seismic Design Category: C	e. Occupancy Type: U
c. Design Wind Speed: 110 mph	f. Type: VB
5. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's best estimate of the appropriate sizing. Site utility sizing must be confirmed by the customer or their representative. Romtec is not responsible for determining or confirming site utility sizing.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out

LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements may result in a price change and increased lead time.

7. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
8. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

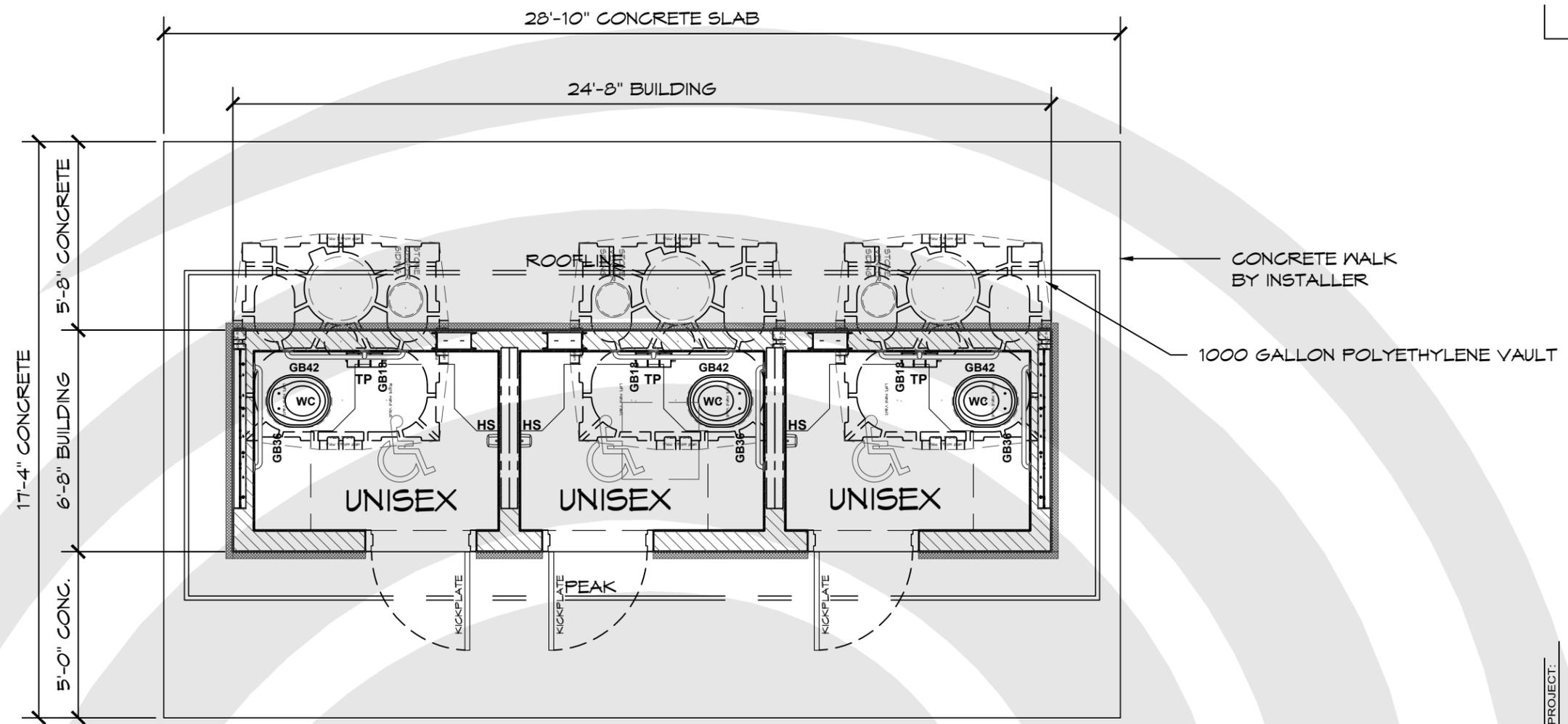
PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE WINDOW	2
	2X6 WOOD FILLER WALL	2
	16" x 24" EXTERIOR, CMU WALL VENT	3

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PROJECT: **CAMP SEKANI PARK TRAILHEAD**
SPOKANE, WASHINGTON
SHEET TITLE: **FLOOR PLAN**

PROJECT #: **2629**
DATE: **02/18/25**
DRAWN BY: **JMN**

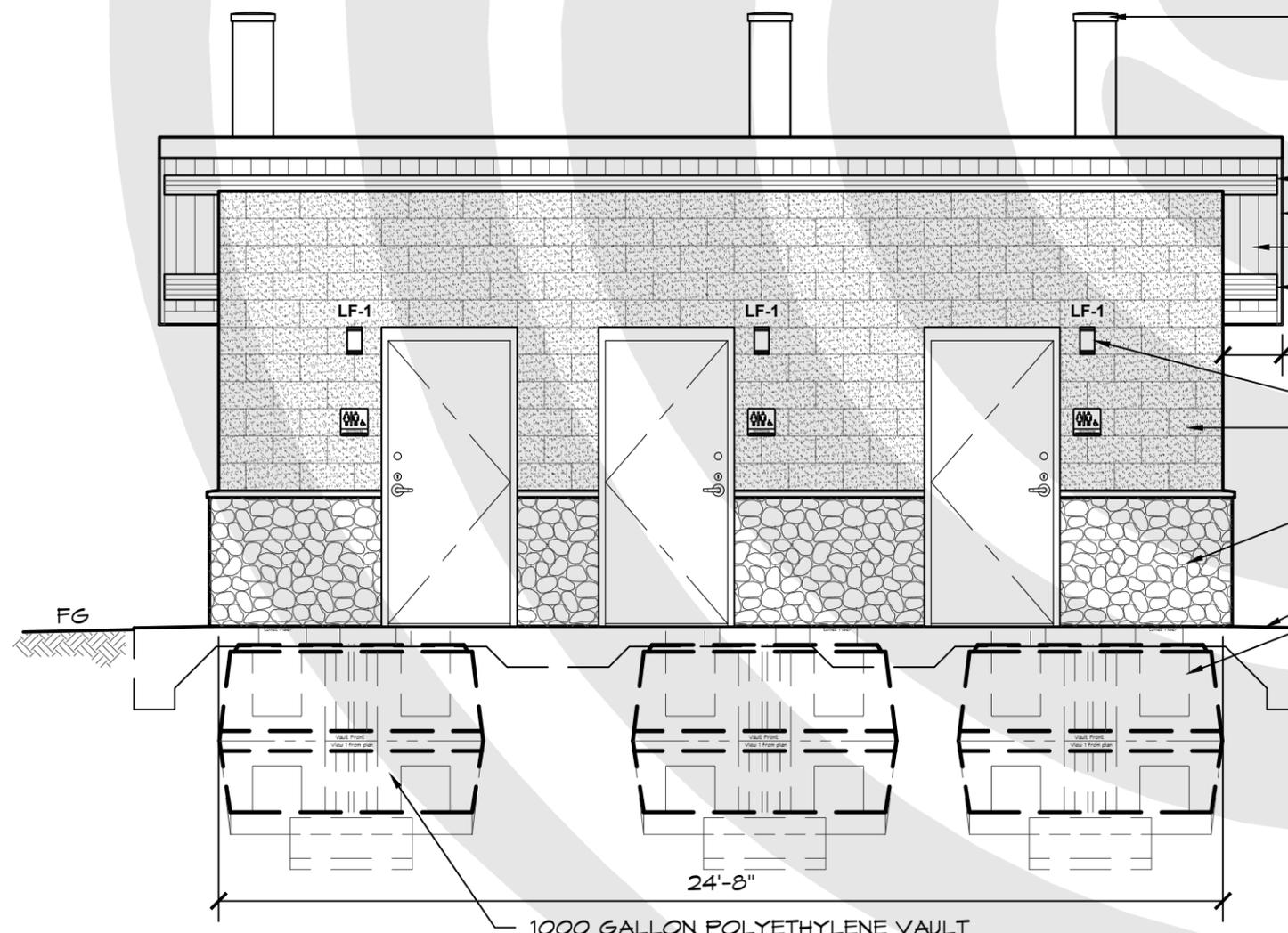
REV.	DATE	BY

REVISIONS:
SHEET NO. **1**

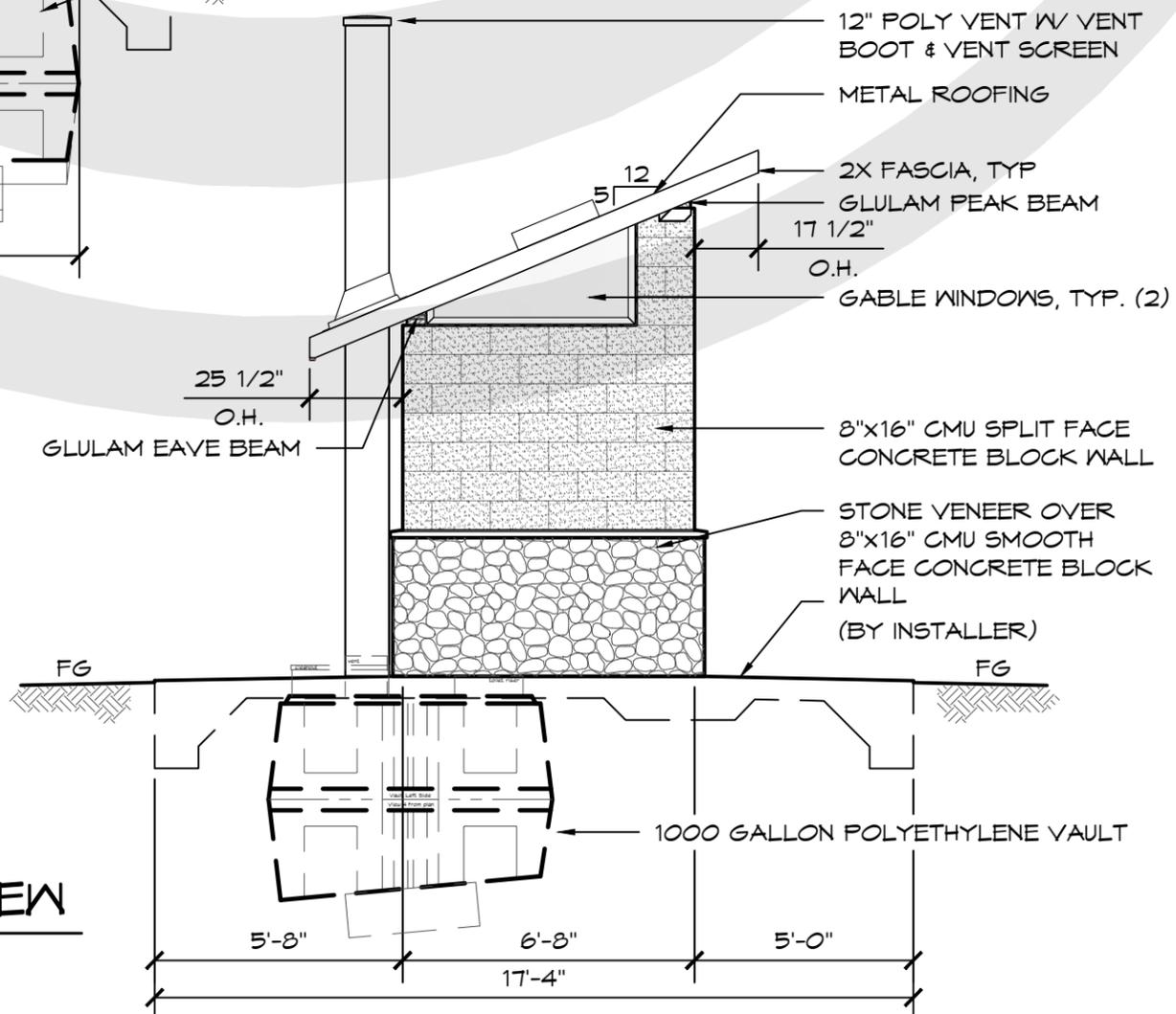
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PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"



D ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: **CAMP SEKANI PARK TRAILHEAD
SPOKANE, WASHINGTON**
SHEET TITLE: **EXTERIOR ELEVATION VIEWS**

PROJECT #: 2629
DATE: 02/18/25
DRAWN BY: JMW

REV.	DATE:	BY:

REVISIONS:
SHEET NO. **2**

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18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Date

2/18/2025



PROPOSAL/PO #02620

Camp Sekani Park Trailhead Vault Restroom

Customer: City of Spokane
 Berry Ellison
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

Quantity	Building Proposal Description	Extended Price
1	Romtec Vault Restroom (1014 w/Options) - "Design & Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 2/18/2025	\$ 123,799.00

Washington DES Master Contract DISCOUNT: Available only to members of Washington DES Master Contract.		5.00%	\$ (6,190.00)
Freight/Packaging to: Spokane, WA		\$	7,009.00
ROMTEC INC. PURCHASE ORDER TOTAL		\$	124,618.00

*Due to ongoing market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design and engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in the state where the project is located. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*Delivery terms are FOB Roseburg, OR, unless otherwise stated. Freight prepaid and added. Delivery will be in accordance with a mutually agreed timeline as established in the Romtec Inc. Notice to Proceed on Production form.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Quote based on standard/average design loads, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***By signing below, the customer confirms that the prices, terms, and conditions herein are satisfactory and accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Project Information Form as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
-------------------------------------	------	----------------------------------	------

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Accounts Payable Contact: _____ AP Phone: _____ AP Email: _____

Federal ID No.: _____ Tax Exempt? No Yes (Please provide certificate)

Project Info

Project Name: _____ Government Agency: _____

Project Main Contact: _____ Phone: _____

Site Address: _____

City: _____ State: _____ Zip: _____

Prime Contractor (General Contractor)

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Owner

Org Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Bond No.: _____ Underwriter: _____ Fax: _____

Romtec - Basic Schedule of Values

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
001	Delivery of Design Submittal (SSDS)	10%
002	Delivery of Sealed Plan Set (or Production and Delivery of Building Authorized)	20%
003	Delivery of building package(s)	70%
004	Freight	TBD
005	Sales Tax	TBD
GRAND TOTALS		100%

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

Please sign to acknowledge acceptance of this schedule of values: _____

Signature

Date

PURCHASE REQUISITION



PURCHASE REQUISITION

DATE: 20-Feb-25

APPROVED: Berry S. Ellison

Division: Parks & Recreation **Ship To:** City of Spokane Parks and Recreation/Camp Sekani Park
3707 E Upriver Dr Spokane, WA 99212

Requester: Berry Ellison **Attn:** Berry Ellison

Acct. #: 1950-54920-94000-56301-48082

P.O. #: _____

Name: Romtec, Inc. **Contact Person:** Travis Olson

Address: 18240 North Bank Rd **Phone #:** 541-496-3541

City: Roseburg **State:** OR **Zip:** 97470

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
1		Camp Sekani Vault Restroom		\$ 123,799.00
		Sub Total:		\$ 123,799.00
		State Master Contract# 081721-RMT		
		Washington DES Master Contract Discount	5% Discount	(\$6,190.00)
		Proposal/PO #02620		
		Shipping/Freight:		\$7,009.00
TOTAL:			\$	124,618.00
TAX:			\$	11,215.62
GRAND TOTAL			\$	135,833.62

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: March 5, 2025	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2023-0593		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B Objectives 1&2	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	AHBL, Inc. / Make Beacon Hill Public Phase 2 A&E amendment #3 (\$29,080+tax)		
Begin/end dates	Begins: 12/31/2024	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Amend AHBL, Inc. contract to include construction administration services for the 'Make Beacon Hill public - Phase 2' project. Tasks include reviewing & responding to product submittals & shop drawings & contractor RFI's, conducting intermittent site visits upon city request, reviewing improvements & workmanship upon project substantial completion, and warranty inspection.</p> <p>This project is jointly funded by City of Spokane Parks, Spokane County Parks, several private donors, and a Land & Water Conservation Grant administered by the Washington State Recreation & Conservation Office (RCO).</p>			
Motion wording:			
Motion to approve AHBL, Inc contract amendment #3 for the Make Beacon Hill Public Phase 2 project in the amount of \$29,080.00 plus tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Craig Anderson		Email address: canderson@AHBL.com	Phone: 509.321.9388
Distribution:			
Parks – Accounting		Garrett Jones	
Parks – Sarah Deatrich		jculp@spokanecounty.org	
Requester: Nick Hamad		Thea Prince	
Grant Management Department/Name:		Skyler Brown	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$29,080.00		Budget code: 1950-54920-94000-56301-48082	
Vendor: <input type="radio"/> Existing vendor <input checked="" 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 MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 605-011-736 Business license expiration date: 12/31/25		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Nick Hamad, PLA
 Park Planning and Development Manager
 City of Spokane Parks and Recreation
 808 West Spokane Falls Boulevard
 Spokane, WA 99201
EMAIL: nhamad@spokanecity.org

DATE: February 28, 2025
PROJECT NO.: 2230263.40, Tasks 8-9
PROJECT NAME: Make Beacon Hill Public – Phase 2
SUBJECT: Construction Administration Services Proposal

SERVICES PROVIDED:

- Civil Engineering
 Structural Engineering
 Land Use Planning
 Landscape Architecture
 Land Surveying

DESCRIPTION OF WORK:

The following optional task fee has been requested to be update for 2025 construction:

Provide limited construction administration support for the project, as discussed with Nick Hamad on 2/27/25, and includes (8) progress site visits, punch/back punch site inspections, submittal review, and (40) hours for RFI, ASI/Change Orders, and substitution requests. Mitigation plant monitoring will be contracted directly with the City of Spokane. Subconsultant fees below include a 5% administrative markup for AHBL.

Task Number & Name	Original Contract Amount	Revised Contract Amount
Optional Task 11 – Civil & Landscape Construction Administration	\$19,420	\$22,355
Optional Task 11 – Electrical and Lighting Engineer’s Construction Administration (20 hours)	\$2,048	\$3,225
Reimbursable Expenses (Mileage, etc.)	\$3,500	\$3,500
Total Amounts	\$24,968	\$29,080
Additional Site Visits (as requested) per visit fee: Civil Engineer \$360 Landscape Architect \$350 Electrical Engineer \$310		

BILLING SUMMARY:

- Time and Expense, Not to Exceed (estimate): _____
 Fixed Fee Amount: **\$29,080**

AGREEMENT:

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated **May 11, 2023**. AHBL’s receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.



Client Purchase Order No: _____

Client Name: _____

Signature: _____

Date: _____

Printed Name/Title: _____

AHBL Project Mgr. Signature: _____

Date: 2/27/2025

AHBL Proj. Mgr. Printed Name: Craig D. Andersen, PLA, LEED AP

TACOMA

2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

SEATTLE

1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL

SPOKANE

601 West Main Avenue, Suite 305
Spokane, WA 99201-0613
509.252.5019 TEL

TRI-CITIES

5804 Road 90, Suite H
Pasco, WA 99301-8551
509.380.5883 TEL

Enclosure

c: Accounting

Q:\2023\2230263\Proposals_Contracts\Drafts\20250228 Auth CA Services (T#) 2230263.40.docx

Nick Hamad, PLA
 May 2, 2023
 2230263.10/.40
 Page 7 of 11

EXCERPT FROM INITIAL CONTRACT LANGUAGE ILLUSTRATING SCOPE OF AMENDMENT.



SCOPE PROPOSED FOR AMENDMENT HIGHLIGHTED IN YELLOW

48. Complete permitting coordination with regulatory agencies (City and County Planning, Washington Department of Fish and Wildlife (WDFW), Washington State Parks, and Department of Ecology).
49. Represent the project throughout the review and approval process. If there are additional studies requested that exceed the scope of the proposal, a separate proposal will be prepared for the work, or we will coordinate this for you with other design consultants.

Pedestrian Assessment / Pedestrian Beacons (Optional) – Task 09

50. Engineering services for pedestrian assessments and beacon design will be provided by Ardurra as a subconsultant to AHBL. Please refer to the attached proposal for the detailed scope of work. The fee below includes a 5% administrative markup.
51. Traffic Planning and Engineering: Develop two Pedestrian Justification Assessments, one for each trailhead crossing including a design decisions matrix, for two proposed at-grade pedestrian crossings.
52. Develop construction plans and essential specifications for two enhanced at-grade pedestrian crossings. Each crossing will be developed with ADA compliant designs and include Rectangular Rapid Flashing Beacons (RRFBs) with advanced warning and at-intersection signage and striping per City and Manual on Uniform Traffic Control Devices (MUTCD) standards. It is anticipated the RRFBs will be solar powered, with LED lighting and manual pedestrian actuation.
53. Provide 60% and 90% plans for City and County reviews. Specifications will be geared to CSI format.
54. Provide 100% bid plans and specification with an engineer's estimate for improvements.

Interpretive Panel Design and Graphics (Optional) – Task 10

55. Discuss the interpretive program with City and County staff to develop the narrative and theme.
56. Select and specify interpretive panel furnishings and locations.
57. Provide concept graphics and narrative for City and County comment. Revise based on comments for final approval.
58. Prepare construction drawings and specifications for panels; prepare graphics for distribution to panel manufacturer.

Construction Administration Services (Optional) – Task 11

59. Prepare a conformed set of bid documents and bidding clarifications and addenda.
60. Prepare "schedule of submittals" for use in tracking submittals required and approval status of those submittals.

**EXCERPT FROM INITIAL CONTRACT LANGUAGE
ILLUSTRATING SCOPE OF AMENDMENT.**



**SCOPE PROPOSED FOR AMENDMENT HIGHLIGHTED IN
YELLOW**

61. Prepare for and attend one construction kickoff meeting.
62. Review product submittals and shop drawings, and report findings to the City.
63. Assist the City with answering contractor questions for clarification, and assist in the preparation of clarification drawings, as necessary.
64. This task allows for a total of six landscape related site visits:
 - a. Four site inspections (including site observations with report) during construction to ensure the intent of the design is being met at major milestones, including hardscape layout, planting material inspection and layout, mainline pressure test, and irrigation coverage test.
 - b. Two site visits post construction (one punchlist visit and one follow-up/back-punch visit).
65. Review contractor-furnished record drawings at the end of construction and prepare as-built plans.
66. Prepare final letter of substantial project conformance/completion.
67. Review operations and maintenance manuals provided by the contractor.
68. Assist with contract issues that may arise during the warranty periods of landscape items.

Reimbursable Expenses – Task 90

69. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.
-

Nick Hamad, PLA
 May 2, 2023
 2230263.10/40
 Page 9 of 11



Billing Summary

Tasks will be billed on a percent complete basis, not to exceed the amounts shown below without prior authorization from the City. Task marked as "Optional" will not be performed without written authorization from the City. Invoice task numbers will match the task numbers shown below. Attached is a detailed task hour breakdown estimate used to develop our fee.

<u>Basic Services</u>	<u>AHBL Fees</u>	<u>Subconsultant Fees</u>	<u>Subtotal</u>
TASK 1 Pre-Design Phase	\$ 11,535	\$ 604	\$ 12,139
TASK 2 Schematic Design (30%)	\$ 46,455	\$ 2,625	\$ 49,080
TASK 3 Design Development (60%)	\$ 64,840	\$ 2,625	\$ 67,465
TASK 4 Construction Documents (90%)	\$ 51,750	\$ 2,625	\$ 54,375
TASK 5 Bid Documents (100%)	\$ 16,905	\$ 2,625	\$ 19,530
TASK 6 Bid Administration	\$ 8,225	\$ 273	\$ 8,498
TASK 7 Geotechnical Review		\$ 25,719	\$ 25,719
TASK 8 Environmental Permitting		\$ 33,558	\$ 33,558
Basic Design Services Subtotal	\$ 199,710	\$ 70,653	\$ 270,363
<u>Other Services (Optional)</u>			
TASK 9 Ped Assessment / Ped Beacons		\$ 28,476	\$ 28,476
TASK 10 Interpretive Panel Design / Graphics	\$ 7,500.00		\$ 7,500
TASK 11 Construction Administration	\$19,420.00	\$ 2,048	\$ 21,468
Other Services Subtotal			\$ 57,444
		Project Total Fees	\$ 327,807
		Reimbursable Expenses Estimate	\$ 3,500
Project Total		\$	331,307

INITIAL FEE PROPOSED @ CONTRACTING IN 2023

Some of the services listed. We can discuss these services and the number of hours with you and make adjustments, as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 AHBLINC-01	CONTACT NAME: Maurice Thornton PHONE (A/C. No. Ext): 510-272-1476 E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com FAX (A/C. No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company</td> <td>25658</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 : XL Specialty Insurance Company	37885	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Charter Oak Fire Insurance Company	25615	INSURER D : The Travelers Indemnity Company	25658	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED AHBL, Inc. 2215 North 30th Street, Suite 300 Tacoma WA 98403														

COVERAGES **CERTIFICATE NUMBER:** 1714961508 **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
D	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	6808J59430A	9/11/2024	9/11/2025	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 \$
C	AUTOMOBILE LIABILITY <input checked="" 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	BA8P56584A	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP8J596642	9/11/2024	9/11/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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	6808J59430A	9/11/2024	9/11/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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
A	Professional Liability* *Includes Contractors Pollution Legal Liability			DPR5032852	9/11/2024	9/11/2025	Per Claim \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Umbrella Policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employer's Liability.
 RE: All Operations of the Named Insured.
 The City of Spokane, its officers and employees are named as Additional Insured for General Liability and Auto Liability as required by written contract. General Liability is Primary and Noncontributory as per policy form. A Waiver of Subrogation applies per the attached endorsement(s).

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	CANCELLATION 30 Day Notice of Cancellation 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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POLICY NUMBER: 6808J59430A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name 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 for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. 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.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. 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.

8. Transfer Of Rights Of Recovery Against Others To Us

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.

9. 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. 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. Limitations and exclusions may apply to these coverages. 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. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: March 5, 2025	
Requester	Berry Ellison	Phone number: 625-6276	
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 type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2024-0238		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A, Obj. 1	Master Plan Priority Tier:	First (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Place Landscape Architecture Contract Amendment #3 / Meadowglen Park (\$150,000 plus applicable taxes)		
Begin/end dates	Begins: 03/01/2025	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Developing Meadowglen Park was identified in the adopted 2022 Parks and Natural Lands Master Plan as one of the highest community park improvement priorities citywide. After securing (2) large Washington State recreation grants, which partially fund construction, park staff request authorization of additional design work for this project.</p> <p>Park Board previously approved the original contract and two amendments thereafter, aligning with Parks' budget strategy.</p> <p>Tasks 1 and 2 work has been completed. This amendment authorizes the consultant to proceed with Task 3 work as outlined in the attached consultant proposal. Product generated by Task 3 will be 60% set of construction documents.</p> <p>Additional Tasks to complete the design and permitting phase of the contract to follow later in 2025.</p>			
Motion wording:			
Motion to approve Meadowglen Park Design Contract Amendment #3 in the amount \$150,000.00, plus applicable taxes.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Tripp		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jkconley@spokanecity.org	
Requester: bellison@spokanecity.org			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$150,000.00, non-taxable service		1950-54920-94000-56522-48205	
\$0.00 WSST for Reimbursables (see note --->)		Note: Only reimbursable expenses are taxed. I do not expect to receive any reimbursable materials.	
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"/> Business license		Expiration date: 4/30/25	<input checked="" type="checkbox"/> Insurance Certificate



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT NO. 3

Title: **LANDSCAPE ARCHITECTURAL DESIGN
AND CONSULTATION SERVICES FOR
MEADOWGLEN PARK, PHASE ONE**

This Contract Amendment 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 1325 W. First Avenue, Suite 204, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide project feasibility and conceptual design of public park improvements of Meadowglen Park; and

WHEREAS, additional money is needed for Task 3, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 27, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2025, and shall run through December 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment in accordance with Consultant’s February 10, 2025 Proposal. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Amendment 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 that are part of this Agreement:

Attachment A – February 10, 2025 Proposal

25-043

ATTACHMENT A

February 10, 2025



Mr. Berry Ellison
Project Manager / Landscape Architect
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd #5
Spokane, WA 99201
509-625-6276
bellison@spokanecity.org

RE: Landscape Architectural Design and Consultation Services for Meadowglen Park, Task 3

Dear Mr. Ellison:

Per our meeting Wednesday (01/22/2025), please find the following scope of work for landscape architectural design and consultation for Meadowglen Park, Task 3. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA and our sub-consultant team.

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 5m is assumed, with potential increase in the range of 3m to 5m, for an all-inclusive MACC of 10m. Final construction costs are determined by the City, as a result of Grant funding and Voter approval.

PLACE LA Anticipates the following delivery timelines (by Major Task)

Task Name/Description	Begin	Target Completion
Task 3(60) – Design & Engineering (60% CD)	Mar 03, 2025	Jun 15, 2025
Task 3(90) – Design & Engineering (90% CD)	Jul 01, 2025	Sep 15, 2025
Task 3(100) – Design & Engineering (100% CD)	Oct 01, 2025	Nov 14, 2025

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

SERVICES

Tasks 3 – Design & Engineering

60% Plans, Specifications and Estimates. Upon Firm receiving notice to proceed with 60% design, PLACE LA will develop 60% design incorporating public feedback and written direction from City staff, Prepare 60% design development drawing package for City staff and public review. 60% to include but is not limited to:

- Demolition plans,
- Prepare erosion & sedimentation control plans,
- Prepare vehicular and pedestrian circulation design for right-of-way (offsite) improvements, driveway(s), parking areas, trails with details necessary for a thorough City staff review,
- Prepare water, sewer, grading and stormwater drainage / infiltration swale locations, sizes with details necessary for a thorough City staff review,
 - Prepare drainage report compliant with requirements of Spokane Regional Stormwater Manual and Spokane City / Spokane County building and planning requirements,
- Utility plans for lighting and electrical including power service improvements with details necessary for a thorough City staff review,
- Prepare detailed plans & construction details for restroom, shelter(s), and other above grade improvements with details necessary for a thorough City staff review,
- Prepare landscape planting and irrigation plans, fencing, and other landscape improvements with details necessary for a thorough City staff review,
- Detailed layout of playground, including specific components with details necessary for a thorough City staff review,

- Prepare project written specifications Coversheet & Table of Contents using CSI format (Masterformat) standards for organizing specifications,
- Prepare traffic study / trip count (if required by authorities having jurisdiction),
- Prepare detailed itemized construction estimate for all improvements,
- Prepare rendered plan graphics and presentation materials for community engagement meeting,
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 60% plans will be considered complete when all of the above have been submitted and approved in writing by the City.

90% Plans, Specifications, and Estimates. Upon Firm receiving notice to proceed with 90% design, PLACE LA will develop 90% design incorporating public feedback and written direction from City staff, Prepare 90% permit drawing package for plan check to include but is not limited to:

- Modify project scope elements (as directed by City Staff) to meet project budget,
- Prepare permit drawing package for all improvements including site plan, buildings & structures, grading & drainage, utilities, landscape planting & irrigation, and lighting & Electrical; 90% should include, but is not limited to:
- Updates to all sheets included at 60% and relevant details,
 - Additional sheets, details, and information as required to secure required permits and construction of improvements.
- Written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications,
- Update detailed construction estimate for all improvements,
- Prepare permit intake documents as required by City Dept of Planning & Development,
- Satisfactorily respond to plan check comments, revise as necessary, and obtain permit approval by City Dept of Planning & Development,
- 90% plans will be considered complete when all project drawings have been approved by regulatory agencies and the 90% construction document set has been submitted and approved in writing by the City; and the permit approval has been received.

100% Plans, Specifications, and Estimates.

- Upon Firm receiving notice to proceed with 100% design, PLACE LA will develop 100% design incorporating all plan check and written direction from City staff,
- Prepare 100% construction document package for solicitation,
- 100% plans will be considered complete when project bid and construction package has been submitted and approved in writing by the City.

Permits anticipated for this project include:

SEPA checklist, application & review,

Restroom building permit (Pre-fab, or direct purchase, vendor will provide plans and comment/approvals).

Parking lot site permit / grading permit,

Firms shall include studies and application support as required to apply for and secure all required permits.

FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS

Each task will require written NTP from Client prior to commencement of work.

We propose lump sum fees for the work as follows, payable upon presentation of a monthly statement as design progresses:

Task 3(60):	\$150,000.00
Task 3(90)	\$150,000.00
Task 3(100)	\$ 48,000.00
Proposed Total Fee for Task 3:	\$348,000.00

Mr. Berry Ellison
February 10, 2025

Our monthly statements would reflect the percentages of completion indicated in Task 3 above. We usually send out invoices on or about the first of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail. We will be pleased to begin work promptly upon receipt of our signed copy.

We look forward to working with you, The City of Spokane Parks & Recreation Department, and rest of the design team in the months to come.

With Gratitude,
PLACE Landscape Architecture



Joshua Tripp, PLA, ASLA
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly upon completion.

The undersigned accepts the above agreement.

ACCEPTABLE:

Signature of Authorized Agent

Date of Acceptance



< Business Lookup

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: 1325 W 1ST AVE
STE 204
SPOKANE WA 99201-4136

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

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Chelan General Business Non-Resident				Active	Apr-30-2025	Apr-15-2024
Colville General Business - Non-Resident				Active	Apr-30-2025	Apr-08-2024
Covington General Business - Non-Resident				Active	Apr-30-2025	Apr-22-2024
Darrington General Business - Non-Resident				Active	Apr-30-2025	Apr-11-2024
Deer Park General Business - Non-Resident				Active	Apr-30-2025	Apr-15-2024
Goldendale General Business - Non-Resident				Active	Apr-30-2025	Apr-08-2024
Leavenworth General Business - Non-Resident				Active	Apr-30-2025	Apr-09-2024
Moses Lake General Business - Non-Resident	BL2024-0307			Active	Apr-30-2025	Apr-15-2024



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Naches General Business - Non-Resident				Active	Apr-30-2025	Apr-08-2024
Newport General Business - Non-Resident				Active	Apr-30-2025	Apr-29-2024
Northport General Business - Non-Resident				Active	Apr-30-2025	Apr-09-2024
Rockford General Business - Non-Resident				Active	Apr-30-2025	Apr-15-2024
Spokane General Business				Active	Mar-31-2025	Jan-25-2018
Spokane Valley General Business - Non-Resident				Active	Apr-30-2025	Apr-09-2024
Toppenish General Business - Non-Resident				Active	Apr-30-2025	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: 2/26/2025 12:49:00 PM

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[Check if your browser is supported](#)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT**

In consideration of the additional premium of \$50.00, it is hereby understood and agreed that if the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium the Insurer will provide written notice at least 45 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule. For cancellation due to nonpayment of premium the Insurer will provide written notice at least ten (10) days before the effective date of cancellation to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address listed below. Proof of mailing or E-mailing will be sufficient proof of notice.

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

E-Mail address:

n/a

US mail address:

808 W Spokane Falls Blvd #5
Spokane, WA 99201

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
CERTIFICATE HOLDER**

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

Email Address:

US Mail Address:

808 W Spokane Falls Blvd #5

Spokane, WA 99201

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (45) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: March 5, 2025	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" 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: (pg. 171-175)	n/a
Item title: (Use exact language noted on the agenda)	Discuss Alternative Use Request (Access Easement) @ Indian Canyon Park		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Applicant is requesting an access easement from city parks park land to connect their private property (a residential driveway) to Rimrock Drive for the purpose of constructing a private residence on the property.</p> <p>Applicant did not provide an opinion of value for the requested easement, which could be developed after initial discussion with the board.</p>			
Motion wording:			
Discuss Alternative Use Request (Access Easement) @ Indian Canyon Park and whether or not it can provide a net benefit to the city park system			
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: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input 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 type="checkbox"/> UBI: Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

From: [Wufoo](#)
To: [Hamad, Nicholas](#)
Subject: Alternative Use on Park Land Form [#5]
Date: Friday, January 17, 2025 7:12:32 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Name	Igor Vogin
Email	igorvogin@gmail.com
Address	<input type="checkbox"/> 5426 W Greenwood Rd Spokane, WA 99224 United States
Phone Number	(509) 218-0979
Parcel number(s)	my parcel 25224.0123, park parcel 25224.9023
Approximate area of park property impacted by proposal	1032sq ft approx (86ftx12ft) Driveway
Park Name (if applicable)	Indian Canyon Parl
Applicant to Attach a map of the approximate area of park property impacted by the proposal	 driveway2.jpg 641.13 KB · JPG
Proposal Classification / Proposed Type of Alternative Use: Check All That Apply	<ul style="list-style-type: none">• Access across park land – vehicular
What is the proposed time duration for the alternative use	Perpetual
Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant. <p>My wife and I purchased parcel numbers 25224.0123 and 25224.0113 last year that are marked with the white squares that I attached on the application. They can only be accessed by crossing approx 86ft of park property from Rimrock Dr to the parcels. There is no other way to access the parcels without crossing park property. All the neighbors to the North and South of my parcels access their properties from Rimrock Dr and all have driveways across park property. We wish to request an approach permit to do the same so that we may access our parcels to build a single family home.</p>	
Is the proposed action primarily intended to benefit a private use on or near park land, or is it intended to benefit a public use on or near park land, or both? (select one)	Private use
If you selected 'private' or 'both' to the above describe the private use proposed and describe how the proposed alternative use will improve or enhance public park function.	

OR

If you selected 'public' or 'both' to the above, describe the public use proposed and describe how the proposed alternative use will improve or enhance public park function.

The driveway would allow private access to my parcels. Technically the driveway would not improve or enhance the public park however in my opinion it would not take away or disrupt any of the park's functions either. Our intention is not to disrupt the grove of trees that are located on the east end of parcel 25224.0123 and park land. But if we get the approval for the approach permit and build our single family home on my parcels, as a resident of Rimrock Estates it would be my intention to plow the driveway and parts of Rimrock Dr along with filling potholes on Rimrock Dr to improve the road for not only myself but all residents located off Rimrock Dr.

Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's park system (note - improvement of private land adjacent to public park land is not considered net improvement to park) - provide example

Same as above

Per adopted park policy, for any alternative use on park land to be approved by the Park Board, the proposal must demonstrate the Alternative Use will provide a Quantifiable Net-Improvement to Park Land, and/or recreational offerings as determined by the Park Board. If no quantifiable net improvement is offered, the application may be rejected outright or requested to be revised to include such an improvement prior to consideration by the Park Board.

What is the appraised value of the subject park land? \$0.00

If applicable, what is the estimated increase in value of the applicant's property as a result of an approved alternative use application. \$0.00

Will this proposal displace an existing developed park use? No

Will this proposal disturb or develop existing undeveloped or natural park land? No

Will this proposal remedy an existing problem within the park, repair a damaged or neglected portion of the park, or enhance the subject park? No

Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land? No, use of park land is required



YAE MK-RD