



**City of Spokane Park Board
Riverfront Park Committee**
3 p.m. Monday, April 6, 2020
WebEx teleconference meeting
Riverfront Park Director Jonathan Moog

Committee Members:

Nick Sumner – Chair
Gerry Sperling

Notice is hereby given that, pursuant to Governor Inslee’s Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least April 23, 2020.

The special meeting of the City of Spokane Park Board Riverfront Park Committee will be held virtually via WebEx teleconferencing at 3 p.m., Monday, April 6, 2020. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code # 966 935 925 when prompted. Written public comment may be submitted via email or mail. Comments must be received from the issuance of this notice up until no later than 11 a.m. April 6 by email to spokaneparks@spokanecity.org or mail to: Park Board Riverfront Park Committee, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to meeting attendees prior to the meeting.

Agenda

Roll call:

Public comment:

Action Items:

1. [SPVV contract amendment #2/West Havermale design \(\\$7,800, no tax\) – Berry Ellison](#)
2. [Spokane Public Facilities District ramp connection agreement/Riverfront Park north bank and SportsPlex \(\\$400,000, tax inclusive\) – Berry Ellison](#)

Information Items:

1. [Selkirk Papillon reciprocal easement/Riverfront Park north bank – Berry Ellison](#)

Standing Report Items:

1. Operations report – *Jonathan Moog*
2. [Riverfront Park redevelopment budget-to-actual update](#) – *Danielle Arnold*
3. EPA grants update – *No new update for this month*

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		
Committee meeting date	April 6, 2020		
Requester	Berry Ellison		
Requester phone number	509-625-6276		
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2019-0251		
Item title: (Use exact language on the agenda)	SPVV Contract amendment #2/West Havermale design (\$7,800, no tax)		
Begin/end dates	Begins: 4/10/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
Impact if not approved at this time	Engineer schedule delay		
Background/history: Amendment #2 of West Havermale Design by SPVV Landscape Architects. Scope adds include: Address changes to civil, landscape, and electrical scope due to unforeseen conditions.			
Recommendation/motion wording: Move to approve SPVV amendment #2/West Havermale design in the amount of \$7,800, no tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>Anne Hanenburg</u> Email address: <u>anne@spvv.com</u> Phone: <u>509 325-0511</u>			
Distribution: Parks – Accounting <u>kvan@spvv.com</u> Parks – Pamela Clarke <u>dlarnold@spokanecity.org</u> Requester: <u>bellison@spokanecity.org</u> <u>jlbrown@spokanecity.org</u> Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$7,800.00 (No tax) Budget code: 3346 49574 94000 56522 48117			
Vendor: <input checked="" type="radio"/> Existing vendor <input 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 City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Business license expiration date: 9.30.20 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane
Parks and Recreation Department
CONTRACT AMENDMENT No. 2
Title: SPVV LANDSCAPE ARCHITECTS

This Contract Amendment No. 2 is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City"), and **SPVV LANDSCAPE ARCHITECTS**, whose address is 1908 West Northwest Blvd., Suite A, Spokane, Washington 99205 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 Design Services for the Riverfront Park West Havermale Project; and,

WHEREAS, a change or revision of the Work has been requested, 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 original Contract dated March 20, 2019 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 TERM.

This Contract Amendment shall become effective on April 10, 2019 and shall run through December 31, 2020.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include that which is outlined in Attachment A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVEN THOUSAND, EIGHT HUNDRED and 00/100 DOLLARS (\$7,800.00)**, including any taxes, for everything furnished and done under this Contract Amendment. 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.

SPVV LANDSCAPE ARCHITECTS

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

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:
OPR 2019-0251

2020-1100-04

From: [Ken Van Voorhis](#)
To: [Ellison, Berry](#)
Cc: ["Anne Hanenburg"](#)
Subject: W Havermale Project
Date: Tuesday, March 24, 2020 3:44:11 PM
Attachments: [image002.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Berry,

With the current state of the health crisis it is difficult to correspond in a timely manner. I have talked with KWR and they are currently working remotely but they are working and will be available for construction administration. We at SPVV will also be available for construction and administration.

We are also providing a request for additional design services. These design services will include the following:

- Services to modify construction documents to address City Review Comments: specific comments included the revision of the landscape plan, materials plan, and drainage requests.
- Services to modify the construction documents to address the Stepwell Sculpture: Specific changes include grading adjustments, footing coordination, and site lighting.
- Services to modify the construction documents to address electrical site modifications: Specific changes include the addition of an outpost utility station, coordination with existing conduit, and restroom adjustments.
- Services to modify the construction documents to address the grading plan to facilitate the Utility Co. Penstock.
- Services for the coordination of the Bridge footing, structure and end diaphragm.

Our professional services include KWR consulting for electrical consulting.

Total Requested Professional fees, \$7800.00

If you have any question or need other information please give myself or Anne a call or send us a note.

Respectfully,
Ken

ATTACHMENT A

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks and Recreation

Contact Person: Jo-Lynn Brown Phone: 625-6264

Type of Contract: New Contract Renewal
 Amendment #2 Extension

What work or service is being provided: West Havermale Design

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2019-0251

Contractor/Consultant Name: SPVV Landscape Architects

Contractor/Consultant Address: 1908 West Northwest Blvd.

Contract Begin Date: 4/10/2019 Contract End Date: 12/31/2020

Dollar Amount of Contract (Provide Breakdown of Costs If Applicable): \$7,800.00 (Non Taxable).

Funding Sources (e.g., CD, Dept. of Justice, Etc.): Parks

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid? Yes

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments: Provide Reason For Amendment.

Provide Desired Changes In Contract Wording. Additional design services.

*****IF THIS IS A PUBLIC WORKS CONTRACT REQUEST*****

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? Yes No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

Yes No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? Yes No

For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? Yes No

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	April 6, 2020		
Requester	Berry Ellison	Phone number: 509-625-6276	
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/extension	<input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)	New OPR; Cross ref: OPR2018-0855 & OPR 2019-0021		
Item title: (Use exact language noted on the agenda)	Spokane Public Facilities District ramp connection agreement/Riverfront Park north bank and SportsPlex (\$400,000, tax inclusive)		
Begin/end dates	Begins: 4/10/2020	Ends: 12/31/2022	<input type="checkbox"/> Open ended
Background/history:			
Non Bond Funding:			
Spokane Parks and Spokane Public Facilities District agrees to design and construct a pedestrian connection between the SportsPlex and Riverfront Park.			
Motion wording:			
Move to approve the Agreement with the Spokane Public Facilities District regarding the ramp connection between Riverfront Park and the SportsPlex in the amount of \$400,000, tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Public Facilities District			
Name: Monte Koch		Email address: mkoch@spokanepfd.org	Phone: 509-279-7169
Distribution:			
Parks – Accounting		JLbrown@spokanecity.org	
Parks – Pamela Clarke		Gjones@spokanecity.org	
Requester: Berry Ellison		mkoch@spokanepfd.org	
Grant Management Department/Name:		bellison@spokanecity.org	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$400,000.00		1950 54920 94000 56310	
Vendor: <input checked="" type="radio"/> Existing vendor <input 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 City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI: Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CONSTRUCTION REIMBURSEMENT AGREEMENT BETWEEN SPOKANE PUBLIC FACILITIES DISTRICT AND CITY OF SPOKANE PARK BOARD

THIS AGREEMENT is entered into on this ____ day of _____, 2020 ("**Effective Date**") by and between SPOKANE PUBLIC FACILITIES DISTRICT, a Washington Municipal Corporation (hereinafter "**SPFD**") and the City of Spokane through its Park Board, a First-Class Charter City of the State of Washington (hereinafter "**Park Board**"), jointly referred to as "**Parties.**"

RECITALS

A. The Spokane Public Facilities District is developing an indoor sports facility known as the "SportsPlex", on the North Bank of the Spokane River in the City of Spokane.

B. The SPFD and the Park Board have entered into various agreements relating to the Sportsplex to include, a Lease Agreement, Joint Use Agreement and other documents that benefit the Parties and the Sportsplex.

C. The City Parks and Recreation Division ("**Parks**") is developing the North Bank Ice Age Floods Playground (North Bank Project) on the North Bank of the Spokane River, which includes a requirement to develop an interconnecting, ADA accessible Path of Travel ("**Public Path**"), as approved by the City of Spokane.

D. Because the Sportsplex and the Public Path share a common property boundary, will serve the interests of the SPFD and Park Board and are being developed on similar time schedules, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Scope of Work. Attached hereto as Attachment 1 is a letter dated March 26, 2020 from Lydig Construction that sets forth the design, construction budget and other matters related to development and construction of the Public Path (the "**Work**").

Section 1. A. Construction Agreement. The SPFD will enter into a contract (or a change order for the Sportsplex project) for the Work described and depicted on attached Attachment 1. The Work is summarized as follows: (1) A Ramp to allow for changes in elevation from north-to-south; (2) Landscaping; (3) Lighting; (4) Irrigation; (5) Materials and Labor; (6) Construction Permitting; and (7) other reasonable and necessary matters to complete the Work in accordance with governmental requirements. Parks hereby accepts the terms and conditions of the Work described in Attachment 1 and shall hold the SPFD harmless from all liability, costs, expenses, fees (including attorney fees) and damages caused by or related to the Work performed by Lydig Construction, its employees, agents

and subcontractors. In the event of unforeseen or changed conditions associated with the Work, the Parties shall meet and confer and thereafter rely upon Section 12, herein to resolve any disputes.

B. General Procedures.

(1) The SPFD in coordination with Parks shall be responsible for approving the design, construction agreement/amendment and contract administration in regard to the Work. Prior to commencing the Work, the Parties shall agree upon the design and location of the Public Path in conformance with Attachment 1 ("**Approved Plans**"). Thereafter, the Work shall be performed and completed in compliance with the Approved Plans and all applicable governmental requirements and approvals.

(2) Notice of the executed contract for the Work shall be provided to Parks at least two (2) weeks prior to commencing the Work.

(3) Parks shall grant the SPFD and Lydig Construction including its sub-contractors access to Parks real property to perform the Work.

(4) The Parties agree to transfer title and agree upon the continued maintenance of the Public Path in accordance with the property lines for the Sportsplex (pursuant to the Lease Agreement) and City property lines associated with Riverfront Park (or the adjacent Parks Property unencumbered by the Lease Agreement).

Section 2. Compensation. Parks will pay an amount not to exceed Four-Hundred Thousand dollars (\$400,000.00) for the Work (the "NTE Amount"). In no case shall Parks be liable for more than the NTE Amount in connection with the Work.

Subject to the NTE Amount, the SPFD shall invoice Parks for the cost of the Work with payment due no later than thirty (30) days from the date of the invoice.

As a condition for reimbursement under this Agreement, SPFD and any contractor involved in completing the Work shall comply with chapter 39.12 RCW on prevailing wages and provide verification of compliance prior to any reimbursement under this Agreement. Such verification requires, but is not limited to, an Affidavit of Prevailing Wages Paid for each job classification for all contractors and subcontractors as certified and approved by the industrial statistician of the Washington State Department of Labor and Industries.

The Work may not commence until all insurance, permits and bonds required by applicable law are in place. This may include the execution of a performance bond and a payment bond each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

Section 3. Term. This Agreement shall commence upon the Effective Date and terminate upon completion of the Work and other matters contained herein. In the event there is a material modification to the cost or scope of the Work, either the SPFD or Parks may terminate this

Agreement upon fifteen (15) days advance written notice delivered to the other party. Thereafter, the Parties shall allocate payment responsibility for the Work performed to the date of termination. "Material modification" means an unforeseeable or changed condition that increases the cost of the Work by more than Fifty Thousand Dollars (\$50,000.00).

Section 4. Hold Harmless and Indemnity. The parties shall each hold harmless and indemnify the other, including its officers, agents, and employees from all loss and liability for any claim, lawsuit, damage, cost or expense to any person, or for any injury or property damage resulting from, or by reason of, the design, construction, maintenance, operation, repair, or use of the Public Path except to the extent the loss, damage or liability is due to the negligence of such party.

Section 5. Assignment. This Agreement shall not be assigned by either party without the mutual consent, in writing, of the other party to this Agreement.

Section 6. Compliance With Laws. The Parties shall comply with all applicable federal, state, and local laws and regulations.

Section 7. Default. The failure by either party to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a default and breach, where such failure continues for a period of thirty (30) days after written notice thereof by the non-defaulting party to the defaulting party.

If the nature of the party's default is such that more than thirty (30) days are reasonably required for its cure, then that party shall not be deemed to be in default if the defaulting party commences such cure within said thirty (30) day period; and thereafter diligently prosecutes such cure to completion. Upon the defaulting party's failure to cure, the other party may remedy the breach and thereafter, the defaulting party shall be liable to the other for the cost of the cure, plus all related fees and expenses including reasonable attorneys' fees ("**Cure Expenses**"). The defaulting party shall pay the Cure Expenses to the other party within thirty (30) days of demand, and interest at the maximum rate allowed by law shall accrue on all delinquent and unpaid amounts.

Section 8. Jurisdiction, Venue and Attorney Fees. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court.

Section 9. Relationship of The Parties. In the performance of the activities of herein the SPFD is an independent contractor with the authority to control and direct the performance of the Work by the general contractor pursuant to the provisions of this Agreement. The Parties agree that no joint venture or partnership is formed as the result of this Agreement. Additionally, it is mutually understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other party.

Section 10. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

Section 11. Integration. The Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise regarding the subject matter of the Agreement shall be deemed to exist or to bind the Parties.

Section 12. Mediation and Arbitration. If either party has a claim or dispute under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. The Parties shall meet and confer to resolve the dispute.

A. Mediation. If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist the Parties in resolving the dispute. If the Parties do not agree upon or engage a mediator within ten (10) days of the notice, arbitration may be invoked. The mediator's fees and costs shall be equally shared by the Parties.

B. Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

Section 13. Notice. All notices delivered pursuant to this Agreement shall be sent by certified mail return receipt requested, personal delivery or email provided that the sender either has proof of delivery or the recipient has confirmed, in writing, receipt thereof. Notice shall be sent to the following individuals and addresses.

To the City: City Parks Director
808 West Spokane Falls Blvd.
Spokane, WA 99201

To the SPFD: Chief Executive Officer
Spokane Public Facilities District
720 W. Mallon Avenue
Spokane, WA 99201

By signing below, the Parties agree to the above terms and conditions.

SPOKANE PUBLIC FACILITIES DISTRICT

Stephanie Curran, Chief Executive Officer

CITY OF SPOKANE, PARK BOARD

Garrett Jones, Director Parks & Recreation



March 26TH, 2020

Spokane Public Facilities District
Monte Koch, Director of Facilities & Operations
mkoch@spokanepfd.org
720 W. Mallon
Spokane, WA 99201

RE: Proposal for Ramp Connection from Sportsplex to North Bank Park

Monte,

Lydig Construction, Inc. is pleased to present the enclosed design and pricing package that has been collaboratively developed to design and construct a new ADA-compliant path of travel from the southwest of the Sportsplex site, down the rocky bluff feature, and connection with the northern end of the Howard Street promenade in the North Bank Park project.

Based on the Sportsplex design-build team's multiple meetings with City of Spokane Parks Department officials, we have come up with a design that we believe best meets with their functional, aesthetic and financial expectations. This package includes the design revision requests made by Berry Ellison at the March 16th meeting at the Sportsplex jobsite trailer.

The Lydig team looks forward to working with you in coordinating the upcoming agreement between SPFD and City of Spokane Parks, in order to award this work as additional scope to the Sportsplex construction project and its associated budget.

Please review a summary of the current design and construction budget below, including commentary on design, assumptions, estimated values and allowances, constructability and scheduling.



Design Summary:

See attached Exhibit A

Ramp:

The attached drawings from Land Expressions (landscape architect) and Coffman Engineers (civil engineer) represent an approximately 610ft long, 7ft wide concrete ramp. The ramp will switchback to allow for slopes low enough to avoid any handrail requirements. The ramp shall connect to Sportsplex project flatwork at the top of the bluff, and the north end of the Howard Street Promenade at the bottom. The ramp will have a 6" curb along the downhill side of each section for wheelchair safety, and an integral thickened edge to prevent movement of the concrete in the fill below over time. Ramp concrete will be standard grey with a light broom finish.

Handrail is not included at any location. Flat or low slope grading and boulders will be provided at the switchback turn areas, eliminating any steep grades or drop-offs adjacent to the concrete path.

Concrete retaining walls are not included at any location.

This proposal includes the non-engineered placement of large boulders to facilitate a tiered grade along portions of the east slope. The east slope will maintain and approximate 3:1 slope and extend nearly to the backside of the North Bank Park playground's northwest retaining wall.

The west slope shall consist of a generally terraced slope comprised of boulders and compacted fill.

Geotechnical observation of boulder placement and fill stabilization measures is included.

Landscaping:

This proposal includes a budgeted Allowance for landscaping. Lydig and Land Expressions look forward to a final review of the planting and irrigation plan directly with the Parks Department. Landscaping will include plants, limited clean soil at planting areas only, and associated irrigation.

Planting materials will consist of approximately (5) small trees and (200) evergreen and deciduous shrubs/ground cover, located in individual pocket planters.

This proposal includes a budgeted Allowance for boulder placement to create a "scramble" feature up the center of the path of travel, and for boulder placement along eastern edge of the work area, to complement the "Ice Age" theme of the adjacent North Bank Park. The boulder scramble will be installed so that it appears as an extension of the rock & log features along Howard Street Promenade.

**Lighting:**

This proposal includes (6) Bega “candlestick” pole lights and associated concrete bases, per approximate locations shown in Exhibit A. This is the same light fixture currently installed along the Howard Street Promenade. Lighting will be fed from and controlled by the North Bank Park project. Pole lights will be oriented towards the inside corners of the switch back turns, creating two rows of (3) lights going up the ramp.

The current lighting design is estimated to provide 0.5-1 candle foot of light at all sections of ramp.

Grading, Excavation & Fill Material:

This proposal includes the grading and excavation work required to support the ramp and the slopes shown on the attached design documents.

Blasting:

Based on recent exploratory excavations near the top of the bluff, Lydig does not expect the need for explosives to be used. In the event rock blasting is required, Lydig will coordinate directly with the Parks Department and the North Bank Park project to execute this work safely and with as little impact to either adjacent construction project. The rock blasting cost will be coordinated with SPFD and Parks Department, utilizing the Contingency monies (as needed) in the attached budget.

Fill Material:

The ramp will sit on properly compacted fill material, much of which was used for a temporary road used by the Sportsplex grading contractor in late 2019. Compaction will be periodically observed and recorded by a Geotechnical engineer as part of this proposal.

A design-build effort will be taken during grading to best stabilize the fill at the west side of the ramp feature to accommodate future flatwork tie-in by the Papillon South Tower project, allowing for excavation without undermining the stability of the ramp fill. Based on direction of the geotechnical engineer at time of install, this may consist of layered geofabric or other stabilization measures.

Contaminated Soils:

Lydig Construction is aware that this material is classified as contaminated, primarily by low levels of PAH's. This proposal includes capping the immediate work area only with 12" of non-contaminated crushed basalt generated from the Sportsplex project, as was done while this material was used for a temporary road between Sportsplex and North Bank Park.



It is the responsibility of the Parks Department to verify this is an acceptable capping method, and coordinate all reviews, correspondence, and acceptance and permitting (if required) of this material placement with all applicable Authorities Having Jurisdiction (AHJ) including the Department of Ecology and State Environmental Policy Act officials.

This proposal does not assume the capping design is acceptable by all applicable AHJ, and Lydig Construction requests implicit indemnification from any and all liability associated with the known contaminated fill material prior to commencing work.

This proposal does not include costs for any applications, inspection, observations or any other costs associated with any AHJ review or approval regarding contaminated soil.

The method of permitting this work is unclear at the time of this proposal. If the construction of this ramp is tied to current or forthcoming Sportsplex permits, special care should be taken by the SPFD in regards to this contaminated soil, as it may impact permits and approvals by various AHJ already in place for Sportsplex.

This crushed rock capping material is not suitable for plant growth. Planting materials included in the Landscaping scope of work will reside in clean, limited, imported top soil provided by the landscaper only at locations of planting materials (small tree wells).

Additional Soil from North Bank Project:

During the week of March 2nd, 2020, SPFD notified Lydig that the Parks Department has requested additional contaminated soil be relocated off the North Bank Park project site. This request was received after the current ramp design was finalized. Lydig will make all attempts to utilize additional soil from the North Bank Park project for the construction of this ramp feature, but cannot quantify usage or commit to this request at this time. Lydig will perform the construction work in this proposal in the same open and collaborative approach utilized during the initial design discussions with Parks, and apprise all parties of opportunities to take additional soils from North Bank Park if and when they become evident.

Work Area Access:

This proposal assumes access for Lydig and applicable Sportsplex subcontractors from Washington Street and a clear path through the North Bank Park project to the work area. A sufficient equipment and material staging area will be required for the duration of this work.

SWPPP:

This proposal does not include any Stormwater Protection Plans. Lydig shall closely coordinate with North Bank Park contractor to ensure that their project's SWPPP is maintained throughout the course of work.

No labor or material costs for SWPPP work is included in this proposal.



No Lydig materials or equipment are planned to have access from Howard Street, and no protection of public streets, Right of Way, storm or sewer systems are included in this proposal.

Schedule:

Lydig desires to commence work as soon as possible to reduce any impact to the Sportsplex or North Bank Park projects. The estimated duration of work is 6 weeks.

Mass grading will be sequenced with landscaper to facilitate boulder placement in the work area, working in a primarily “top down” fashion.

Grading and boulder placement will be followed by concrete and electrical work, followed by landscaping. Depending on the final approved landscape design, landscaping may be performed at later time, after other work has been completed.

Cost & Billing:

See attached Exhibit B

Itemized pricing is shown in Exhibit B.

A contingency has been included to account for any unforeseen issues that may arise during the course of construction. This contingency may be utilized to increase landscape or boulder scopes of work after completion of all other work has been completed and accepted by any applicable AHJ, SPFD and Parks Department.

All construction work shall be covered by a one-year warranty period.

Upon approval of the pricing and design by the SPFD and Parks, Lydig will issue a corresponding change order to the Sportsplex project to track the costs directly associated with this scope of work. Lydig will also make the necessary arrangements to assist the SPFD with periodic billings, allowing the SPFD to submit payment requests to Parks for payment installations, with quantity and frequency of payments still to be determined.



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Yours sincerely,

LYDIG CONSTRUCTION, INC.

A handwritten signature in blue ink, appearing to read "Andrew Brenner", is written over a light blue horizontal line.

Andrew Brenner, Project Manager

EXHIBIT A: RAMP FORMAT

SURVEY 2020 ROL 51409 81606 S

DAVID EVANS AND ASSOCIATES, INC.

WORK AREA IN THIS PROPOSAL

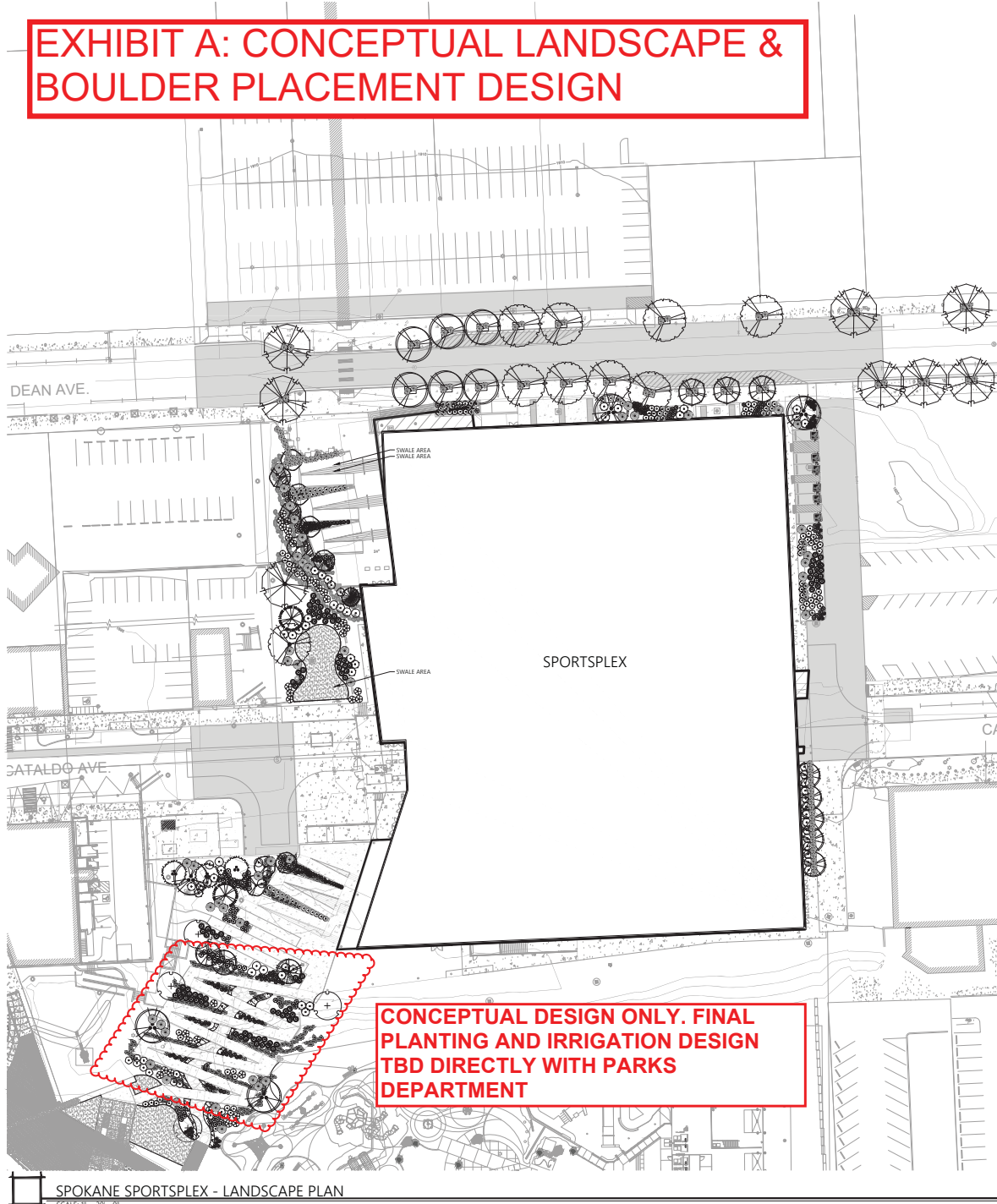


BAR IS ONE INCH ON ORIGINAL PLOTTING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
 SCALE OF FEET: 1" = 10'-0"



CREATING BEAUTIFUL ENVIRONMENTS

EXHIBIT A: CONCEPTUAL LANDSCAPE & BOULDER PLACEMENT DESIGN



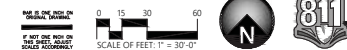
CONCEPTUAL DESIGN ONLY. FINAL PLANTING AND IRRIGATION DESIGN TBD DIRECTLY WITH PARKS DEPARTMENT

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT.	CAL.	SIZE
	ACER GRiseum / PAPERBARK MAPLE	8 & 8	1.75'CAL	6'-8' MULTI-STEM
	ACER SACCHARUM 'COMMEMORATION' / COMMEMORATION SUGAR MAPLE	8 & 8	2'CAL	
	FAGUS SYLVATICA 'RED OBELISK' / FASTGATE PURPLE BEECH	8 & 8	2'CAL	
	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	8 & 8	2'CAL	
	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN	8 & 8	2'CAL	
	CONIFER TREES	CONT.	CAL.	SIZE
	LARIX DECIUA / EUROPEAN LARCH	8 & 8		8'-10'
	LARIX DECIUA 'PENDULA' / WEEPING EUROPEAN LARCH	8 & 8		7'-8'
	DECIDUOUS TREES	CONT.	CAL.	SIZE
	AMELANCHER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE 'SERVICEBERRY	8 & 8	2' CAL CLUMP	
	EVERGREEN TREES	CONT.	CAL.	SIZE
	PRINUS NIGRA / AUSTRIAN BLACK PINE	8 & 8		7'-8'
	FLOWERING TREES	CONT.	CAL.	SIZE
	PRINUS SERRULATA 'KWAZAN' / FLOWERING CHERRY	8 & 8	2'CAL	
	PRINUS X 'JFS-KW4' P.A.F. / FIRST BLOSSOM FLOWERING CHERRY	8 & 8	2'CAL	
	SHRUBS	CONT.	FORM	HT.
	CLETHRA ALNIFOLIA / SUMMERSWEET CLETHRA	5 GAL		
	CORNUS SERICA 'IVORY HALO' / VARIEGATED REDTWIN DOGWOOD	5 GAL		
	EUONYMUS ALATUS 'COMPACTUS' / DWARF BURNING BUSH	5 GAL		
	MAHONIA REPENS / CREEPING MAHONIA	2 GAL		
	PRINUS SYLVESTRIS 'GLAUCANANA' / DWARF SCOTCH PINE	3 GAL		
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	2 GAL		
	SPIRAEA JAPONICA 'NANA' / ALPINE SPIREA	1 GAL		
	SPIRAEA X BUNALDA 'LITTLE PRINCESS' / LITTLE PRINCESS SPIREA	2 GAL		
	SYRINGA PATULA 'MISS KIM' / MISS KIM LILAC	5 GAL		
	ANNUALS/PERENNIALS	CONT.	FORM	HT.
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		
	RUBRICKA FULGIDA 'INDIAN SUMMER' / CONEFLOWER	1 GAL		
	ORNAMENTAL GRASSES	CONT.	FORM	HT.
	HELICTOTRICHON SEMPERVIRENS 'BLUE OATS' / BLUE OAT GRASS	3 GAL		
	MISCANTHUS SINENSIS 'GRACILIMUS' / MAIDEN GRASS	5 GAL		
	MISCANTHUS SINENSIS 'HAMELEN' / DWARF FOUNTAIN GRASS	3 GAL		
	STIPA BRACHYTRICHA / KOREAN FEATHER REED GRASS	1 GAL		
	GROUND COVERS	BOTANICAL / COMMON NAME	CONT.	SPACING
	POTENTILLA VERNA / SPRING CINQUEFOIL	1 GAL		18" o.c.
	SEDUM RUPESTRE 'ANGELINA' / YELLOW STONECROP	1 GAL		18" o.c.
	SOD/SEED	BOTANICAL / COMMON NAME	CONT.	SPACING
	TURF SOD / KENTUCKY BLUEGRASS BLEND	SOD		

LANDSCAPE NOTES:

- THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION THROUGH COMPLETION OF FINAL FINISHER WORK.
- THE CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. ANY PLANT MATERIAL QUANTITIES LISTED ARE FOR THE CONVENIENCE OF THE CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER QUANTITY DESIGNATED.
- GROUND COVER PLANTING (WHERE SPECIFIED) SHALL BE CONTINUOUS UNDER ALL TREES AND SHRUB MASSES AS SHOWN ON PLAN.
- ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
- CONTRACTOR TO PLACE TOP SOIL TO A DEPTH OF 4" IN ALL LAWN AREAS, 12" IN ALL PLANTING BEDS UNLESS OTHERWISE NOTED. IMPORT TOPSOIL SHALL CONSIST OF SANDY LOAM, NONTOXIC, FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, OR ROCKS GREATER THAN 1/2" IN DIAMETER UNLESS OTHERWISE NOTED. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PLACEMENT.
- CONTRACTOR TO RAKE FINISH GRADE SMOOTH AND NATURAL. REFER TO CIVIL GRADING PLANS FOR SLOPES.
- CONTRACTOR TO PLACE TWO APPLICATIONS OF PRE-EMERGENT HERBICIDE (ABOVE AND BELOW) TOP DRESSING (MULCH) IN PLANTER BEDS.
- CONTRACTOR TO PLACE EXTRUDED 6" X 6" CONCRETE EDGING BETWEEN ALL TURF AND PLANTING BEDS, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO INSTALL SOD IN ALL TURF AREAS, UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL INSTALLED BY CONTRACTOR SHALL BE WARRANTED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- CONTRACTOR TO PLACE A THREE INCH (3") DEPTH OF FINE GRADE FIRE/LARCH BARK MULCH IN ALL PLANTING BEDS. COORDINATE WITH PRE-EMERGENT HERBICIDE APPLICATION AND/OR WEED FABRIC PLACEMENT.
- NO SUBSTITUTIONS ARE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
- DO NOT APPLY PRE-EMERGENT TO SOIL OR BEDS WHERE STREET TREES EXIST OR WILL BE PLANTED.
- CONTRACTOR SHALL PLANT ALL TREES AND SHRUBS ACCORDING TO DETAIL V-101 AND V-102. AFTER PLANTING, IF TREES ARE UNSTABLE, STAKING MAY BE USED BUT ONLY AS NECESSARY. AT 6 MONTHS ALL STAKING MATERIAL SHALL BE REMOVED. IF TREE IS STILL UNSTABLE AFTER 6 MONTHS, TREE MAY NEED TO BE REPLACED.
- PRIOR TO STREET/PUBLIC TREE INSTALLATION, PRUNING (CROWN/ROOT) OR REMOVAL, LICENSED AND CERTIFIED ARBORIST MUST SUBMIT A COMPLETE PUBLIC TREE PERMIT APPLICATION AT LEAST 10 DAYS PRIOR TO WORK BEING PERFORMED FOR THIS PROJECT. PERMIT TO INCLUDE CERTIFIED ARBORIST INFORMATION AND START AND COMPLETION DATES.
- ANY SUBSTITUTIONS OF PUBLIC/STREET TREES MUST HAVE WRITTEN APPROVAL FROM URBAN FORESTRY PRIOR TO INSTALLATION.
- NO TREE SHALL BE PLANTED WITHIN FIFTEEN (15) FEET OF ANY DRIVEWAY, ALLEY, STREET LIGHT, UTILITY POLE, UNDERGROUND UTILITY, NON-SAFETY STREET SIGN (EX. PARKING, STREET NAME) OR FIRE HYDRANT. NO TREE SHALL BE PLANTED WITHIN TWENTY (20) FEET OF A CRITICAL STREET SAFETY SIGN (EX. STOP, YIELD OR PEDESTRIAN CROSSING). NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF A CURB DROP FOR STORM WATER. THE POTENTIAL PLACEMENT OF STREET SIGNS, STREET LIGHTS AND UTILITY POLES SHALL BE EVALUATED TO LESSEN THE CONFLICT WITH THE GROWTH OF EXISTING STREET TREES.



SPokane PUBLIC FACILITIES DISTRICT
SPORTSPLEX
511 W. DEAN AVE.
SPOKANE, WA 99201

Revisions	
#	Description

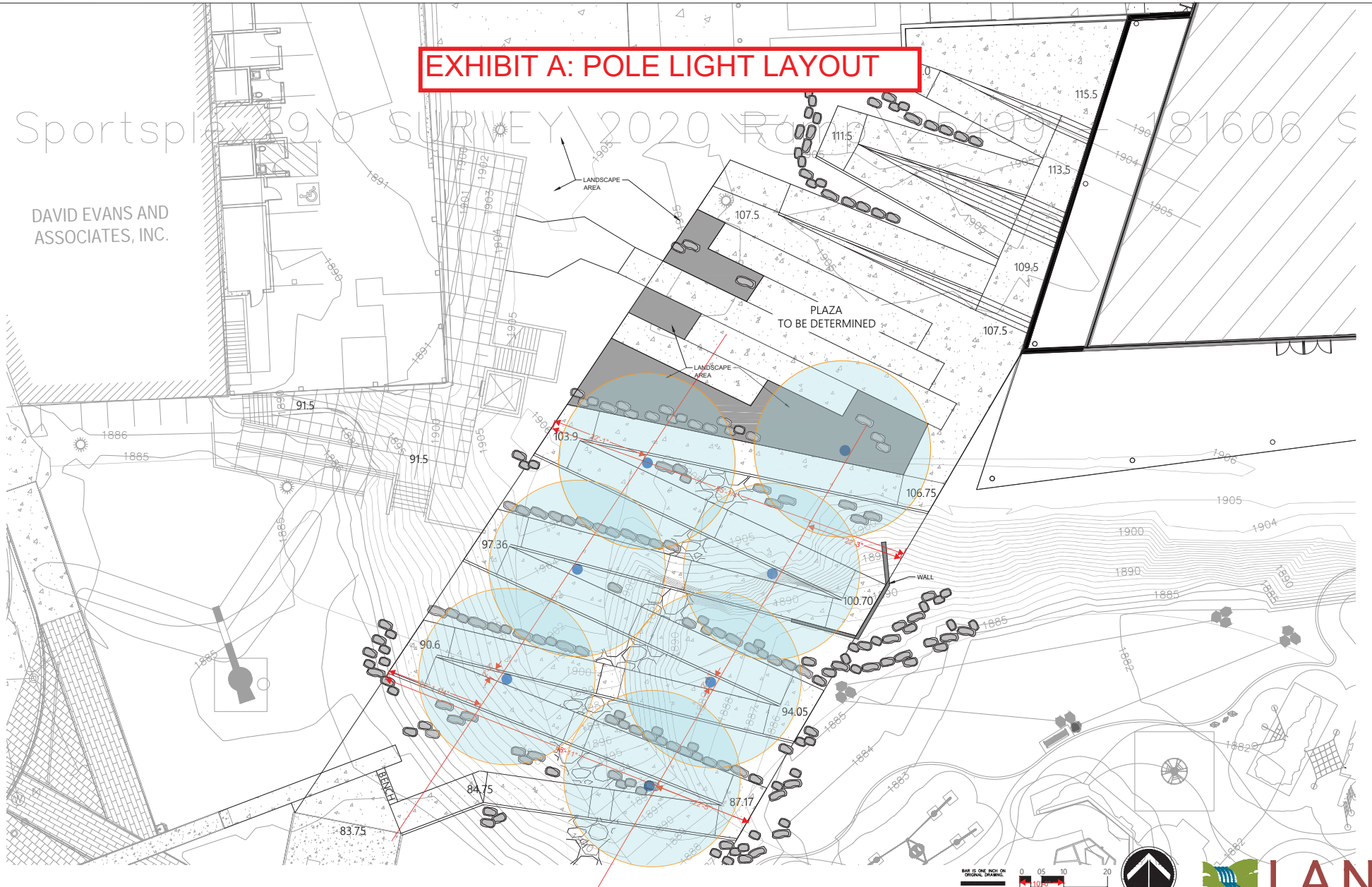
LANDSCAPE PLANTING PLAN

L100

EXHIBIT A: POLE LIGHT LAYOUT

Sportsplex Park Connection #17 SURVEY 2020 R0154199

DAVID EVANS AND ASSOCIATES, INC.



BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
SCALE OF FEET: 1" = 10'-0"
0 5 10 20



EXHIBIT A: BEGA POLE LIGHT SPECIFICATIONS

Application

Light Building Elements are luminous design features for public areas. These luminaires are ideally suited for delineating and structuring interior and exterior spaces such as landscape areas, plazas, building entrances, and atria.

Materials

Luminaire housing and post constructed of die-cast and extruded marine grade, copper free ($\leq 0.3\%$ copper content) A360.0 aluminum alloy
 UV stabilized acrylic diffuser
 Reflector made of pure anodized aluminum
 Silicone gasket
 Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
 Protection class IP65

Weight: 77.6 lbs.

EPA (Effective projection area): 11.84 sq. ft.

Electrical

Operating voltage	120-277VAC (surge protection)
Minimum start temperature	-30° C
Maximum ambient temperature	55° C
LED module wattage	47.7 W
System wattage	59.0 W
Controllability	0-10V dimmable
Color rendering index	Ra > 80
Luminaire lumens	5,748 lumens (4000K)
LED service life (L70)	60,000 hours

LED color temperature

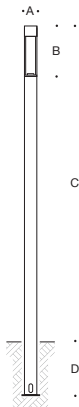
- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**
- 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors	Black (BLK)	White (WHT)	RAL:
	Bronze (BRZ)	Silver (SLV)	CUS:



Light Building Element · symmetric					
	LED	A	B	C	D
88 065	47.7 W	8 ⁵ / ₈	27 1/2	197	39 ⁵ / ₈

Type:
 BEGA Product:
 Project:
 Modified:



EXHIBIT B: RAMP PRICING



Owner Requested Change: 3 Description: Ramp Connection from SPLX to North Bank Park Status: 0

Item No	Description	Work Scope	Responsible	Qty	Units	Unit Prices				Extended Prices				Total	
						Labor	Material	Supplier	Subcontractor	Labor	Material	Supplier	Subcontractor		
1	GRADING COMPLETE		Piersol		1	ls				88,500.00	-	-	-	88,500.00	88,500.00
2	Grade ramp using on site material										-	-	-	-	-
3	Excavate rock at top of bluff										-	-	-	-	-
4	Survey & fine grade for flatwork										-	-	-	-	-
5	Excavate for concrete ramp & site walls										-	-	-	-	-
6	Bury fiber cable below upper ramp										-	-	-	-	-
7											-	-	-	-	-
8											-	-	-	-	-
9											-	-	-	-	-
10	CONCRETE										-	-	-	-	-
11	Flatwork: Ramp, Landings, Overlook		Cam Reilly	5065	sf				10.00		-	-	-	50,650.00	50,650.00
12	Flatwork: thcknd edge & curb at downhill edge		Cam Reilly	610	lf				30.00		-	-	-	18,300.00	18,300.00
13											-	-	-	-	-
14	ELECTRICAL		Pick	1	ls					46,500.00	-	-	-	46,500.00	46,500.00
15	(6) Pole lights & base along switchbacks										-	-	-	-	-
16	Lighting Controls by North Bank project										-	-	-	-	-
17	Connect to North Bank Park circuitry										-	-	-	-	-
18											-	-	-	-	-
19	LANDSCAPE		Land Expressions								-	-	-	-	-
20	Place boulders			1	ls					20,500.00	-	-	-	20,500.00	20,500.00
21	Landscape Allowance			1	ls					55,000.00	-	-	-	55,000.00	55,000.00
22											-	-	-	-	-
23											-	-	-	-	-
24	DESIGN FEES			1	ls					51,150.00	-	-	-	51,150.00	51,150.00
25	Integrus & Land Expressions										-	-	-	-	-
26	Civil & Geotech										-	-	-	-	-
27											-	-	-	-	-
28	BOND, INSUR, TAX, PERMIT, SUPERVISION, FEE (10%)		Lydig	1	ls					33,060.00	-	-	-	33,060.00	33,060.00
29											-	-	-	-	-
30	CONTINGENCY			1	ls					35,183.00	-	-	-	35,183.00	35,183.00
	Do Not ADD/DELETE Rows										-	-	-	-	-
Totals:											-	-	-	398,843.00	398,843.00

FULL DESCRIPTION OF VE/BUYBACK/ADDED ITEM
 See Ramp Pricing Proposal Package dated 3-26-20 for detailed description of line items above

TOTAL DIRECT COST OF - VE ITEM #3 > 398,843.00
 TOTAL QUOTED COST - VE ITEM #3 > 398,843.00
 DELTA > -



March 26TH, 2020

Spokane Public Facilities District
Monte Koch, Director of Facilities & Operations
mkoch@spokanepfd.org
720 W. Mallon
Spokane, WA 99201

RE: Proposal for Ramp Connection from Sportsplex to North Bank Park

Monte,

Lydig Construction, Inc. is pleased to present the enclosed design and pricing package that has been collaboratively developed to design and construct a new ADA-compliant path of travel from the southwest of the Sportsplex site, down the rocky bluff feature, and connection with the northern end of the Howard Street promenade in the North Bank Park project.

Based on the Sportsplex design-build team's multiple meetings with City of Spokane Parks Department officials, we have come up with a design that we believe best meets with their functional, aesthetic and financial expectations. This package includes the design revision requests made by Berry Ellison at the March 16th meeting at the Sportsplex jobsite trailer.

The Lydig team looks forward to working with you in coordinating the upcoming agreement between SPFD and City of Spokane Parks, in order to award this work as additional scope to the Sportsplex construction project and its associated budget.

Please review a summary of the current design and construction budget below, including commentary on design, assumptions, estimated values and allowances, constructability and scheduling.



Design Summary:

See attached Exhibit A

Ramp:

The attached drawings from Land Expressions (landscape architect) and Coffman Engineers (civil engineer) represent an approximately 610ft long, 7ft wide concrete ramp. The ramp will switchback to allow for slopes low enough to avoid any handrail requirements. The ramp shall connect to Sportsplex project flatwork at the top of the bluff, and the north end of the Howard Street Promenade at the bottom. The ramp will have a 6" curb along the downhill side of each section for wheelchair safety, and an integral thickened edge to prevent movement of the concrete in the fill below over time. Ramp concrete will be standard grey with a light broom finish.

Handrail is not included at any location. Flat or low slope grading and boulders will be provided at the switchback turn areas, eliminating any steep grades or drop-offs adjacent to the concrete path.

Concrete retaining walls are not included at any location.

This proposal includes the non-engineered placement of large boulders to facilitate a tiered grade along portions of the east slope. The east slope will maintain and approximate 3:1 slope and extend nearly to the backside of the North Bank Park playground's northwest retaining wall.

The west slope shall consist of a generally terraced slope comprised of boulders and compacted fill.

Geotechnical observation of boulder placement and fill stabilization measures is included.

Landscaping:

This proposal includes a budgeted Allowance for landscaping. Lydig and Land Expressions look forward to a final review of the planting and irrigation plan directly with the Parks Department. Landscaping will include plants, limited clean soil at planting areas only, and associated irrigation.

Planting materials will consist of approximately (5) small trees and (200) evergreen and deciduous shrubs/ground cover, located in individual pocket planters.

This proposal includes a budgeted Allowance for boulder placement to create a "scramble" feature up the center of the path of travel, and for boulder placement along eastern edge of the work area, to complement the "Ice Age" theme of the adjacent North Bank Park. The boulder scramble will be installed so that it appears as an extension of the rock & log features along Howard Street Promenade.

**Lighting:**

This proposal includes (6) Bega “candlestick” pole lights and associated concrete bases, per approximate locations shown in Exhibit A. This is the same light fixture currently installed along the Howard Street Promenade. Lighting will be fed from and controlled by the North Bank Park project. Pole lights will be oriented towards the inside corners of the switch back turns, creating two rows of (3) lights going up the ramp.

The current lighting design is estimated to provide 0.5-1 candle foot of light at all sections of ramp.

Grading, Excavation & Fill Material:

This proposal includes the grading and excavation work required to support the ramp and the slopes shown on the attached design documents.

Blasting:

Based on recent exploratory excavations near the top of the bluff, Lydig does not expect the need for explosives to be used. In the event rock blasting is required, Lydig will coordinate directly with the Parks Department and the North Bank Park project to execute this work safely and with as little impact to either adjacent construction project. The rock blasting cost will be coordinated with SPFD and Parks Department, utilizing the Contingency monies (as needed) in the attached budget.

Fill Material:

The ramp will sit on properly compacted fill material, much of which was used for a temporary road used by the Sportsplex grading contractor in late 2019. Compaction will be periodically observed and recorded by a Geotechnical engineer as part of this proposal.

A design-build effort will be taken during grading to best stabilize the fill at the west side of the ramp feature to accommodate future flatwork tie-in by the Papillon South Tower project, allowing for excavation without undermining the stability of the ramp fill. Based on direction of the geotechnical engineer at time of install, this may consist of layered geofabric or other stabilization measures.

Contaminated Soils:

Lydig Construction is aware that this material is classified as contaminated, primarily by low levels of PAH's. This proposal includes capping the immediate work area only with 12" of non-contaminated crushed basalt generated from the Sportsplex project, as was done while this material was used for a temporary road between Sportsplex and North Bank Park.

LYDIG

It is the responsibility of the Parks Department to verify this is an acceptable capping method, and coordinate all reviews, correspondence, and acceptance and permitting (if required) of this material placement with all applicable Authorities Having Jurisdiction (AHJ) including the Department of Ecology and State Environmental Policy Act officials.

This proposal does not assume the capping design is acceptable by all applicable AHJ, and Lydig Construction requests implicit indemnification from any and all liability associated with the known contaminated fill material prior to commencing work.

This proposal does not include costs for any applications, inspection, observations or any other costs associated with any AHJ review or approval regarding contaminated soil.

The method of permitting this work is unclear at the time of this proposal. If the construction of this ramp is tied to current or forthcoming Sportsplex permits, special care should be taken by the SPFD in regards to this contaminated soil, as it may impact permits and approvals by various AHJ already in place for Sportsplex.

This crushed rock capping material is not suitable for plant growth. Planting materials included in the Landscaping scope of work will reside in clean, limited, imported top soil provided by the landscaper only at locations of planting materials (small tree wells).

Additional Soil from North Bank Project:

During the week of March 2nd, 2020, SPFD notified Lydig that the Parks Department has requested additional contaminated soil be relocated off the North Bank Park project site. This request was received after the current ramp design was finalized. Lydig will make all attempts to utilize additional soil from the North Bank Park project for the construction of this ramp feature, but cannot quantify usage or commit to this request at this time. Lydig will perform the construction work in this proposal in the same open and collaborative approach utilized during the initial design discussions with Parks, and apprise all parties of opportunities to take additional soils from North Bank Park if and when they become evident.

Work Area Access:

This proposal assumes access for Lydig and applicable Sportsplex subcontractors from Washington Street and a clear path through the North Bank Park project to the work area. A sufficient equipment and material staging area will be required for the duration of this work.

SWPPP:

This proposal does not include any Stormwater Protection Plans. Lydig shall closely coordinate with North Bank Park contractor to ensure that their project's SWPPP is maintained throughout the course of work.

No labor or material costs for SWPPP work is included in this proposal.



No Lydig materials or equipment are planned to have access from Howard Street, and no protection of public streets, Right of Way, storm or sewer systems are included in this proposal.

Schedule:

Lydig desires to commence work as soon as possible to reduce any impact to the Sportsplex or North Bank Park projects. The estimated duration of work is 6 weeks.

Mass grading will be sequenced with landscaper to facilitate boulder placement in the work area, working in a primarily “top down” fashion.

Grading and boulder placement will be followed by concrete and electrical work, followed by landscaping. Depending on the final approved landscape design, landscaping may be performed at later time, after other work has been completed.

Cost & Billing:

See attached Exhibit B

Itemized pricing is shown in Exhibit B.

A contingency has been included to account for any unforeseen issues that may arise during the course of construction. This contingency may be utilized to increase landscape or boulder scopes of work after completion of all other work has been completed and accepted by any applicable AHJ, SPFD and Parks Department.

All construction work shall be covered by a one-year warranty period.

Upon approval of the pricing and design by the SPFD and Parks, Lydig will issue a corresponding change order to the Sportsplex project to track the costs directly associated with this scope of work. Lydig will also make the necessary arrangements to assist the SPFD with periodic billings, allowing the SPFD to submit payment requests to Parks for payment installations, with quantity and frequency of payments still to be determined.



Lydig Construction, Inc. appreciates the opportunity to help the Public Facilities District and City of Spokane Parks Department create a much needed connection between these two exciting projects.

Yours sincerely,

LYDIG CONSTRUCTION, INC.

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Andrew Brenner, Project Manager

EXHIBIT A: RAMP FORMAT

SURVEY 2020 R0151099 81606 S

DAVID EVANS AND ASSOCIATES, INC.

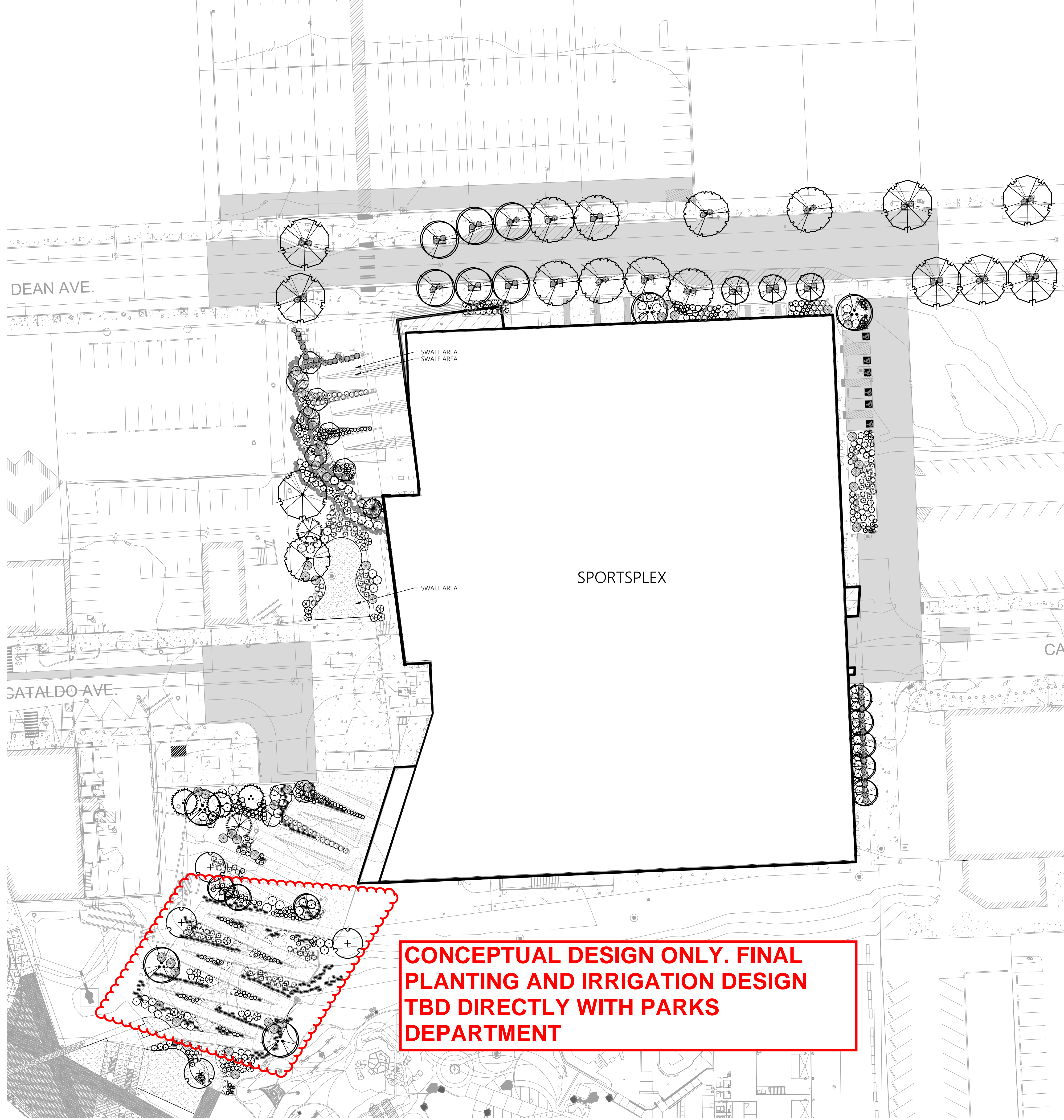
WORK AREA IN THIS PROPOSAL



BAR IS ONE INCH ON ORIGINAL PLOTTING
 IF NOT THE WORK ON THIS SHEET, ADJUST SCALES ACCORDINGLY
 SCALE OF FEET: 1" = 10'±



EXHIBIT A: CONCEPTUAL LANDSCAPE & BOULDER PLACEMENT DESIGN



CONCEPTUAL DESIGN ONLY. FINAL PLANTING AND IRRIGATION DESIGN TBD DIRECTLY WITH PARKS DEPARTMENT

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	ACER GRiseum / PAPERBARK MAPLE	B & B	1.75" CAL	6'-8" MULTI-STEM
	ACER SACCHARUM 'COMMEMORATION' / COMMEMORATION SUGAR MAPLE	B & B	2" CAL	
	FAGUS SYLVATICA 'RED OBELISK' / FASTIGIATE PURPLE BEECH	B & B	2" CAL	
	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	B & B	2" CAL	
	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN	B & B	2" CAL	
CONIFER TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	LARIX DECIDUA / EUROPEAN LARCH	B & B		8'-10'
	LARIX DECIDUA 'PENDULA' / WEEPING EUROPEAN LARCH	B & B		7'-8'
DECIDUOUS TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE' SERVICEBERRY	B & B	2" CAL CLUMP	
EVERGREEN TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	PINUS NIGRA / AUSTRIAN BLACK PINE	B & B		7'-8'
FLOWERING TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	PRUNUS SERRULATA 'KWANZAN' / FLOWERING CHERRY	B & B	2" CAL	
	PRUNUS X 'JFS-KW4' P.A.F. / FIRST BLUSH FLOWERING CHERRY	B & B	2" CAL	
SHRUBS	BOTANICAL / COMMON NAME	CONT	FORM	HT
	CLETHRA ALNIFOLIA / SUMMERSWEET CLETHRA	5 GAL		
	CORNUS SERICEA 'IVORY HALO' / VARIEGATED REDTIG DOGWOOD	5 GAL		
	EUONYMUS ALATUS 'COMPACTUS' / DWARF BURNING BUSH	5 GAL		
	MAHONIA REPENS / CREEPING MAHONIA	2 GAL		
	PINUS SYLVESTRIS 'GLAUCA NANA' / DWARF SCOTCH PINE	3 GAL		
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	2 GAL		
	SPIRAEA JAPONICA 'NANA' / ALPINE SPIREA	1 GAL		
	SPIRAEA X BUMALDA 'LITTLE PRINCESS' / LITTLE PRINCESS SPIREA	2 GAL		
	SYRINGA PATULA 'MISS KIM' / MISS KIM LILAC	5 GAL		
ANNUAL/PERENNIALS	BOTANICAL / COMMON NAME	CONT	FORM	HT
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		
	RUDBECKIA FULGIDA 'INDIAN SUMMER' / CONEFLOWER	1 GAL		
ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME	CONT	FORM	HT
	HELICTOTRICHON SEMPERVIRENS 'BLUE OATS' / BLUE OAT GRASS	3 GAL		
	MISCANTHUS SINENSIS 'GRACILLIMUS' / MAIDEN GRASS	5 GAL		
	MISCANTHUS SINENSIS 'HAMELN' / DWARF FOUNTAIN GRASS	3 GAL		
	STIPA BRACHYTRICHA / KOREAN FEATHER REED GRASS	3 GAL		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	SPACING	
	POTENTILLA VERNA / SPRING CINQUEFOIL	1 GAL	18" o.c.	
	SEDUM RUPESTRE 'ANGELINA' / YELLOW STONECROP	1 GAL	18" o.c.	
SOD/SEED	BOTANICAL / COMMON NAME	CONT	SPACING	
	TURF SOD / KENTUCKY BLUEGRASS BLEND	SOD		

LANDSCAPE NOTES:

- THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION THROUGH COMPLETION OF FINAL PUNCHLIST WORK.
- THE CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. ANY PLANT MATERIAL QUANTITIES LISTED ARE FOR THE CONVENIENCE OF THE CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER QUANTITY DESIGNATED.
- GROUND COVER PLANTING (WHERE SPECIFIED) SHALL BE CONTINUOUS UNDER ALL TREES AND SHRUB MASSES AS SHOWN ON PLAN.
- ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
- CONTRACTOR TO PLACE TOP SOIL TO A DEPTH OF 4" IN ALL LAWN AREAS; 12" IN ALL PLANTING BEDS UNLESS OTHERWISE NOTED. IMPORT TOPSOIL SHALL CONSIST OF SANDY LOAM; NONTOXIC, FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, OR ROCKS GREATER THAN 1/2" IN DIAMETER UNLESS OTHERWISE NOTED. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PLACEMENT.
- CONTRACTOR TO RAKE FINISH GRADE SMOOTH AND NATURAL. REFER TO CIVIL GRADING PLANS FOR SLOPES.
- CONTRACTOR TO PLACE TWO APPLICATIONS OF PRE-EMERGENT HERBICIDE (ABOVE AND BELOW) TOP DRESSING (MULCH) IN PLANTER BEDS.
- CONTRACTOR TO PLACE EXTRUDED 6" X 6" CONCRETE EDGING BETWEEN ALL TURF AND PLANTING BEDS, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO INSTALL SOD IN ALL TURF AREAS, UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL INSTALLED BY CONTRACTOR SHALL BE WARRANTED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- CONTRACTOR TO PLACE A THREE INCH (3") DEPTH OF FINE GRADE FIR/LARCH BARK MULCH IN ALL PLANTING BEDS. COORDINATE WITH PRE-EMERGENT HERBICIDE APPLICATION AND/OR WEED FABRIC PLACEMENT.
- NO SUBSTITUTIONS ARE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
- DO NOT APPLY PRE-EMERGENT TO SOIL OR BEDS WHERE STREET TREES EXIST OR WILL BE PLANTED.
- CONTRACTOR SHALL PLANT ALL TREES AND SHRUBS ACCORDING TO DETAIL V-101 AND V-102. AFTER PLANTING, IF TREES ARE UNSTABLE, STAKING MAY BE USED BUT ONLY AS NECESSARY. AT 6 MONTHS ALL STAKING MATERIAL SHALL BE REMOVED. IF TREE IS STILL UNSTABLE AFTER 6 MONTHS, TREE MAY NEED TO BE REPLACED.
- PRIOR TO STREET/PUBLIC TREE INSTALLATION, PRUNING (CROWN/ROOT) OR REMOVAL, LICENSED AND CERTIFIED ARBORIST MUST SUBMIT A COMPLETE PUBLIC TREE PERMIT APPLICATION AT LEAST 10 DAYS PRIOR TO WORK BEING PERFORMED FOR THIS PROJECT. PERMIT TO INCLUDE CERTIFIED ARBORIST INFORMATION AND START AND COMPLETION DATES.
- ANY SUBSTITUTIONS OF PUBLIC/STREET TREES MUST HAVE WRITTEN APPROVAL FROM URBAN FORESTRY PRIOR TO INSTALLATION.
- NO TREE SHALL BE PLANTED WITHIN FIFTEEN (15) FEET OF ANY DRIVEWAY, ALLEY, STREET LIGHT, UTILITY POLE, UNDERGROUND UTILITY, NON-SAFETY STREET SIGN (EX. PARKING, STREET NAME) OR FIRE HYDRANT. NO TREE SHALL BE PLANTED WITHIN TWENTY (20) FEET OF A CRITICAL STREET SAFETY SIGN (EX. STOP, YIELD OR PEDESTRIAN CROSSING). NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF A CURB DROP FOR STORM WATER. THE POTENTIAL PLACEMENT OF STREET SIGNS, STREET LIGHTS AND UTILITY POLES SHALL BE EVALUATED TO LESSEN THE CONFLICT WITH THE GROWTH OF EXISTING STREET TREES.

Date:	March 11, 2020	
Job No.:	Proj #21834	
Drawn By:	TP	
Checked by:	DN	
Revisions		
#	Date	Description

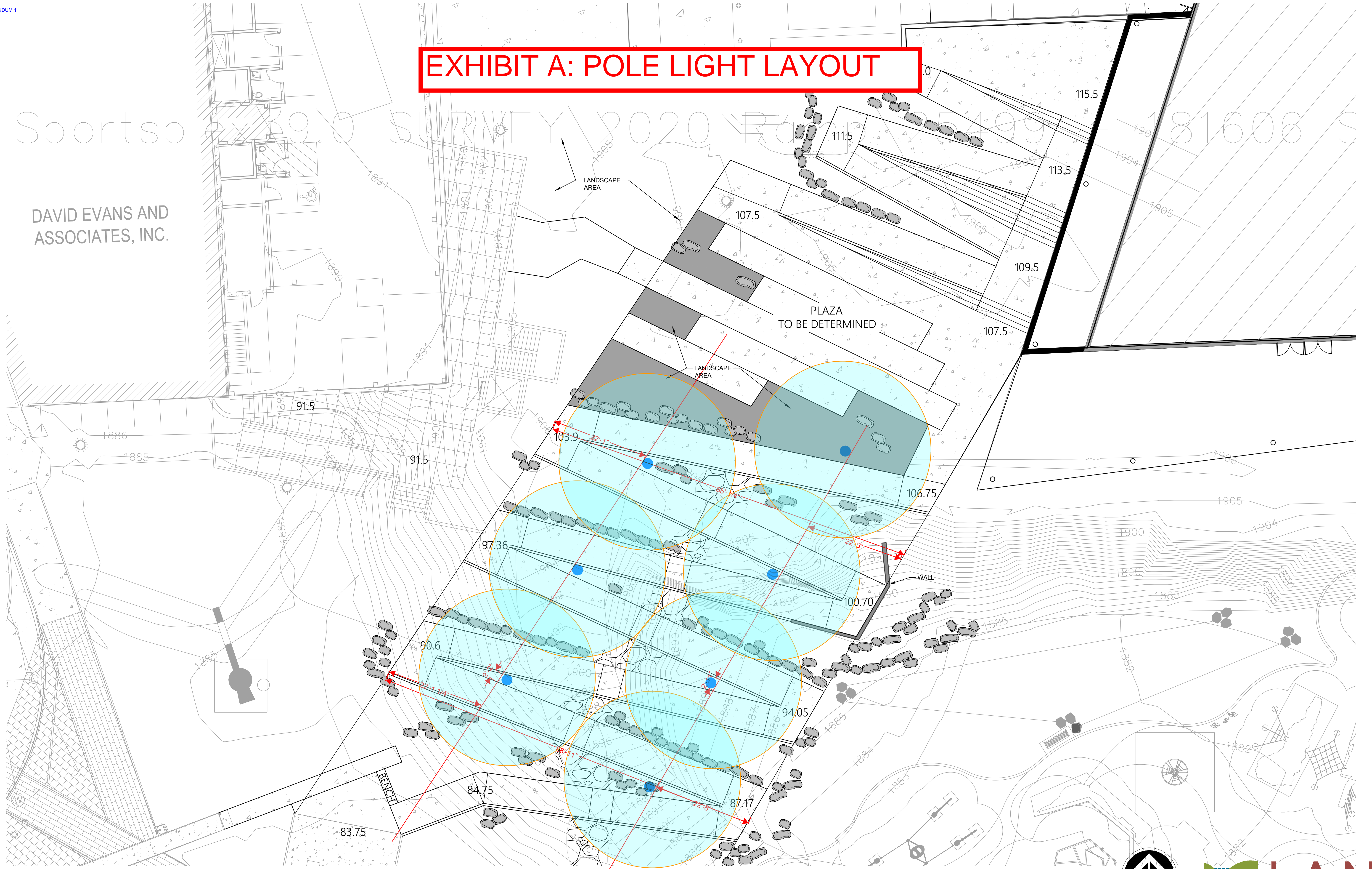
EXHIBIT A: POLE LIGHT LAYOUT

Sportsplex

DAVID EVANS AND ASSOCIATES, INC.

SURVEY 2020

181606 S



BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
 SCALE OF FEET: 1" = 10'-0"

LAND EXPRESSIONS
 CREATING BEAUTIFUL ENVIRONMENTS

EXHIBIT A: BEGA POLE LIGHT SPECIFICATIONS

Application

Light Building Elements are luminous design features for public areas. These luminaires are ideally suited for delineating and structuring interior and exterior spaces such as landscape areas, plazas, building entrances, and atria.

Materials

Luminaire housing and post constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
 UV stabilized acrylic diffuser
 Reflector made of pure anodized aluminum
 Silicone gasket
 Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
 Protection class IP65

Weight: 77.6 lbs.

EPA (Effective projection area): 11.84 sq. ft.

Electrical

Operating voltage 120-277VAC (surge protection)
 Minimum start temperature -30° C
 Maximum ambient temperature 55° C
 LED module wattage 47.7 W
 System wattage 59.0 W
 Controllability 0-10V dimmable
 Color rendering index Ra > 80
 Luminaire lumens 5,748 lumens (4000K)
 LED service life (L70) 60,000 hours

LED color temperature

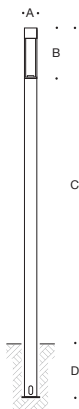
- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**
- 2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors Black (BLK) White (WHT) RAL:
 Bronze (BRZ) Silver (SLV) CUS:



Light Building Element · symmetric

	LED	A	B	C	D
88 065	47.7 W	8 5/8	27 1/2	197	39 5/8

Type:
 BEGA Product:
 Project:
 Modified:

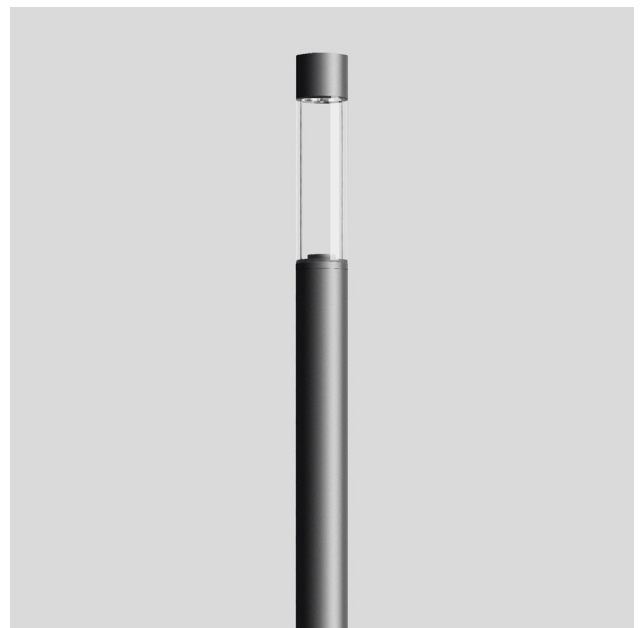


EXHIBIT B: RAMP PRICING



Owner Requested Change: 3 Description: Ramp Connection from SPLX to North Bank Park Status: 0

Item No	Description	Work Scope	Responsible	Qty	Units	Unit Prices				Extended Prices				Total	
						Labor	Material	Supplier	Subcontractor	Labor	Material	Supplier	Subcontractor		
1	GRADING COMPLETE		Piersol		1	ls				88,500.00	-	-	-	88,500.00	88,500.00
2	Grade ramp using on site material										-	-	-	-	-
3	Excavate rock at top of bluff										-	-	-	-	-
4	Survey & fine grade for flatwork										-	-	-	-	-
5	Excavate for concrete ramp & site walls										-	-	-	-	-
6	Bury fiber cable below upper ramp										-	-	-	-	-
7											-	-	-	-	-
8											-	-	-	-	-
9											-	-	-	-	-
10	CONCRETE										-	-	-	-	-
11	Flatwork: Ramp, Landings, Overlook		Cam Reilly	5065	sf				10.00		-	-	-	50,650.00	50,650.00
12	Flatwork: thcknd edge & curb at downhill edge		Cam Reilly	610	lf				30.00		-	-	-	18,300.00	18,300.00
13											-	-	-	-	-
14	ELECTRICAL		Pick	1	ls					46,500.00	-	-	-	46,500.00	46,500.00
15	(6) Pole lights & base along switchbacks										-	-	-	-	-
16	Lighting Controls by North Bank project										-	-	-	-	-
17	Connect to North Bank Park circuitry										-	-	-	-	-
18											-	-	-	-	-
19	LANDSCAPE		Land Expressions								-	-	-	-	-
20	Place boulders			1	ls					20,500.00	-	-	-	20,500.00	20,500.00
21	Landscape Allowance			1	ls					55,000.00	-	-	-	55,000.00	55,000.00
22											-	-	-	-	-
23											-	-	-	-	-
24	DESIGN FEES			1	ls					51,150.00	-	-	-	51,150.00	51,150.00
25	Integrus & Land Expressions										-	-	-	-	-
26	Civil & Geotech										-	-	-	-	-
27											-	-	-	-	-
28	BOND, INSUR, TAX, PERMIT, SUPERVISION, FEE (10%)		Lydig	1	ls					33,060.00	-	-	-	33,060.00	33,060.00
29											-	-	-	-	-
30	CONTINGENCY			1	ls					35,183.00	-	-	-	35,183.00	35,183.00
	Do Not ADD/DELETE Rows										-	-	-	-	-
Totals:											-	-	-	398,843.00	398,843.00

FULL DESCRIPTION OF VE/BUYBACK/ADDED ITEM
 See Ramp Pricing Proposal Pacakge dated 3-26-20 for detailed description of line items above

TOTAL DIRECT COST OF - VE ITEM #3 > 398,843.00
 TOTAL QUOTED COST - VE ITEM #3 > 398,843.00
 DELTA > -

Spokane Park Board

Briefing Paper



Committee	Riverfront Park			
Committee meeting date	April 6, 2020			
Requester	Berry Ellison	Phone number: 509-625-6276		
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input checked="" type="radio"/> Information	<input type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order	<input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	Selkirk Papillon reciprocal easement/Riverfront Park north bank			
Begin/end dates	Begins: 04/10/2020	Ends: 12/31/2022	<input type="checkbox"/> Open ended	
Background/history:	<p>Bernardo Wills Architects on behalf of Selkirk Development have presented a plan for development of the north bank of Riverfront. This development would include two buildings, and a "Woonerf Street" style "Cataldo Alley". No-build easements are required for permits, planning and development coordination, construction access, and maintenance agreements would be developed as part of this program, if approved. Some of the enhancements are public access through property, restrooms, exterior elevator, security, lighting and way-finding. these agreements would be with Selkirk, The Spokane Public Facilities District(as our tenant), and our Parks and Recreation Department.</p>			
Motion wording:	Move to approve the Selkirk Papillon reciprocal easement for the north bank of Riverfront Park			
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No			
	If so, who/what department, agency or company: Papillon Building, LLC			
	Name: Sheldon Jackson	Email address: Sheldon@selkirkdev.com	Phone: 509-866-4477	
Distribution:	JLbrown@spokanecity.org			
	Parks – Accounting			
	Parks – Pamela Clarke			
	Requester: Berry Ellison			
	Grant Management Department/Name:			
Fiscal impact:	<input type="radio"/> Expenditure	<input checked="" type="radio"/> Revenue		
Amount:	Budget code:			
Vendor:	<input checked="" type="radio"/> Existing vendor <input 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 City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)			
	<input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

AFTER RECORDING RETURN TO:

Papillon Building, LLC
1516 W. Riverside Ave., Suite 200
Spokane, WA 99201

RECIPROCAL EASEMENT

This Reciprocal Easement ("**Easement and Agreement**") is made and executed this ____ day of _____, 2020 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), and Papillon Building, LLC, a Washington limited liability company, which term includes its successors and assigns ("**Papillon**"), and City of Spokane ("City") hereinafter jointly referred to as "**Parties**".

Recitals

A. The Park Board owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.0032, 35181.4406, as more particularly described on the attached **Exhibit A** ("**Park Property**"). The Park Property is being redeveloped in part as a regional playground, and a portion in conjunction with the Spokane Sportsplex.

B. The City of Spokane owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel No. 35181.4234, as more particularly described on the attached **Exhibit B** ("**City Property**"). The City Property is being redeveloped in conjunction with the Spokane Sportsplex.

C. Papillon owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.4407, 35181.4404, 35181.4405, 35181.4217, 35181.4233 as more particularly described on the attached **Exhibit C** ("**Papillon Property**"). The Papillon Property is being redeveloped as a multi-use development, which is expected to include, but not necessarily limited to, a tower for office, residential, hotel use, and/or restaurant use, as well as a parking structure ("**Papillon Development**").

D. The Parties acknowledge and understand as follows: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of easements cannot be reasonably or particularly valued; and (3) the mutuality of the easements will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

E. The Parties acknowledge and understand that the development of the easements will enhance the use and enjoyment of the Park Property, City Property and Papillon Property ("**Benefitted Properties**") and wish to enter into this Easement and Agreement providing for conveyance of easements allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces ("**Joint Access**"), for the Benefitted Properties and the public. See **Exhibit D**.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by the Parties, they covenant and agree as follows:

1. **PEDESTRIAN EASEMENT**. Papillon does hereby grant, convey and deliver to the Park Board, City, and public at large, as well as their successors and assigns (collectively the "**Public**") a non-exclusive easement in, through and over the following described property:

(see attached **Exhibit E**)

hereinafter referred to as "**Pedestrian Easement Area**" upon the terms, covenants and conditions herein. This easement shall apply to all interests now owned or hereafter acquired in the Pedestrian Easement Area. Papillon further agrees that it shall construct and maintain the Pedestrian Easement Area at its sole discretion, cost and expense to ensure the Public has a continuous right of entry and unobstructed access upon and through the Pedestrian Easement Area. Papillon shall retain the right to improve the Pedestrian Easement Area and its adjoining property, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Pedestrian Easement Area by the public.

2. **OPEN CORRIDOR EASEMENT**. The Park Board does hereby grant, convey and deliver to the Papillon, as well as its successors and assigns a non-exclusive easement in, through and over the following described property:

(see attached **Exhibit F**)

hereinafter referred to as "**Open Corridor Easement Area**" upon the terms, covenants and conditions herein. This easement shall apply to all interests now owned or hereafter acquired in the Open Corridor Easement Area. The Park Board further agrees that Papillon shall be

entitled to construct and maintain improvements in the Open Corridor Easement Area at its sole cost and expense to (i) ensure the area remains free of vertical structures, such that the Open Corridor Easement Area may be utilized by Papillon to meet or establish compliance with any setback that may be required for structures located on the Papillon Property; and (ii) the Public has a continuous right of entry and unobstructed access upon and through the Open Corridor Easement Area and Pedestrian Easement Area. Papillon shall retain the right to improve its adjoining property, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Open Corridor Easement Area. Papillon shall be entitled, at its sole cost and expense, to construct, install, inspect, repair and maintain improvements and fixtures in the Open Corridor Easement Area, such as stairways, ramps, elevators, decks, etc. that provide access to the Papillon Property, Pedestrian Easement Area, and connectivity to the Park Property and City Property.

3. CONSIDERATION. The consideration for the Easements set forth in this Easement and Agreement is the mutuality of the benefits and burdens provided herein, and is recognized by the Parties as sufficient, good and valuable consideration.

4. COVENANTS. The Parties mutually agree to the following.

A. Duration. The Pedestrian Easement, Open Corridor Easement, and rights granted herein, shall run with the land to which the Easement Areas are appurtenant (the "**Burdened Property**") and shall be perpetual in duration, and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Easement and Agreement may be terminated if Papillon does not begin the Papillon Development within four (4) years from the Effective Date and thereafter complete said improvements with reasonable diligence.

B. Interference. No Party may grant other interests, rights or easements that allow the use of the Easement Areas or areas adjacent thereto that unreasonably interfere with the uses permitted through this Easement and Agreement or the covenants set forth in this Section 4.

C. Development of Joint Access. Each Party, at its cost and expense, may design, construct, and otherwise develop points of access between the Easement Areas and its adjoining property in order to facilitate mutual and unobstructed access across and among the properties and their respective uses, as well as to other public rights of way and streets (collectively herein "Joint Access"). Joint Access shall be open and available for use by the public in the same manner as other public streets, sidewalks, and rights of way in the City of Spokane, subject to the terms of this Easement and Agreement.

D. Maintenance. Papillon at its cost and expense will maintain and repair the Pedestrian and Open Corridor Easement Areas in good order, sound structural and operating

condition, at least, in reasonable conformance with the standard that is appropriate for improvements of similar construction and use in the vicinity of the Papillon, Park, and City Properties. Maintenance and repair includes cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks that result from reasonable wear and tear.

In an emergency, the Park Board, City, or their agents shall have the right, but not the obligation, to enter the Easement Areas for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the Easement Area, if those have been neglected by Papillon and present a risk to the public health, safety, or welfare.

E. Conforming Easement to "As Built" Construction. Following construction of the Papillon Development and improvements to the Easement Areas and any points of Joint Access, the Parties may provide a current survey that depicts the precise location of the Easement Areas, improvements points of Joint Access.

F. Conveyance of Improvements. Papillon shall convey to the Park Board any improvement or fixture that it builds on Park Property. Conveyance shall be made without reasonable delay upon the Park Board's request and without the obligation to pay monetary consideration, consideration having been made and acknowledged together with this Easement and Agreement.

G. Use and Occupancy. The Easement Areas shall be free and open to the public during regular park hours, and may be used and occupied by persons for reasonable periods consistent with the customary use and occupancy of a public park and/or public sports complex. In the event Papillon, or its successors and assigns, finds that any person is using the Easement Areas in a manner that violates any term of this Easement and Agreement, causes harm, creates a nuisance, or endangers the public health, safety, or welfare, Papillon, or its agents may require the person(s) to be removed therefrom.

5. INSURANCE.

A. Papillon shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming the City of Spokane and Park Board, its officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Papillon's use and occupancy of the Open Corridor Easement Area.

B. The Park Board shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1 million per occurrence and \$2 million

General Aggregate, naming Papillon, its officers, employees, contractors, agents, and other such persons or entities as Papillon may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the Park Board's use and occupancy of the Pedestrian Easement Area.

6. INDEMNIFICATION.

A. Papillon shall indemnify, defend, and hold the Park Board and City harmless from all claims arising from Papillon's improvement to, use, occupancy, management, and maintenance of the Easement Areas or from any activity, work or thing done, permitted or suffered by Papillon in or about the Easement Areas, except to the extent such claim resulted from the act or omission of the Park Board or City's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Papillon's employees, agents, or contractors.

B. The Park Board shall indemnify, defend, and hold Papillon harmless from all claims arising from the Park Board's use, occupancy, of the Easement Areas, or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Easement Areas, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

C. The City shall indemnify, defend, and hold Papillon harmless from all claims arising from the City's use, occupancy, of the Easement Areas, or from any activity, work or thing done, permitted or suffered by the City in or about the Easement Areas, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents, or contractors.

7. MEDIATION. If any party has a claim or dispute under this agreement, written notice of the same shall be sent to the other party(ies). The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute.

If the Parties are unable to resolve the dispute within fifteen (15) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be equally shared by the Parties. Thereafter, the Parties may exercise available legal remedies.

8. CORPORATE AUTHORITY. Each Party represents and warrants that he/she/it is duly authorized to execute and deliver this Easement and Agreement in accordance with a duly adopted resolution of the Party's board, manager, or member(s), as the case may be, in accordance with its governing documents, and that this Easement is binding upon each Party in accordance with its terms.

9. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

PARK BOARD:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

CITY:

PAPILLON:

Papillon Building, LLC
Attn: Sheldon Jackson
1516 W. Riverside, Suite 200
Spokane, Washington 99201

The foregoing addresses may be changed by written notice to the other Parties as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

10. ENTIRE AGREEMENT/ ASSIGNMENT. This Easement and Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Easement and Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the Parties.

This Easement is effective the day and year set forth above.

PARK BOARD:

City of Spokane, Park Board

CITY OF SPOKANE:

By _____
Its: Chair

By _____
Its: _____

PAPILLON:

Papillon Building, LLC

By: Sheldon Jackson
Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of City of Spokane for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)

County of Spokane) ss.
)

On this _____ day of _____, 2020, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Papillon Building, LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

EXHIBIT A
Park Property

EXHIBIT B
City Property

EXHIBIT C
Papillon Property

EXHIBIT D
Joint Access Plan

[exhibit on next page]

EXHIBIT E
Pedestrian Easement

EXHIBIT F
Open Corridor Easement

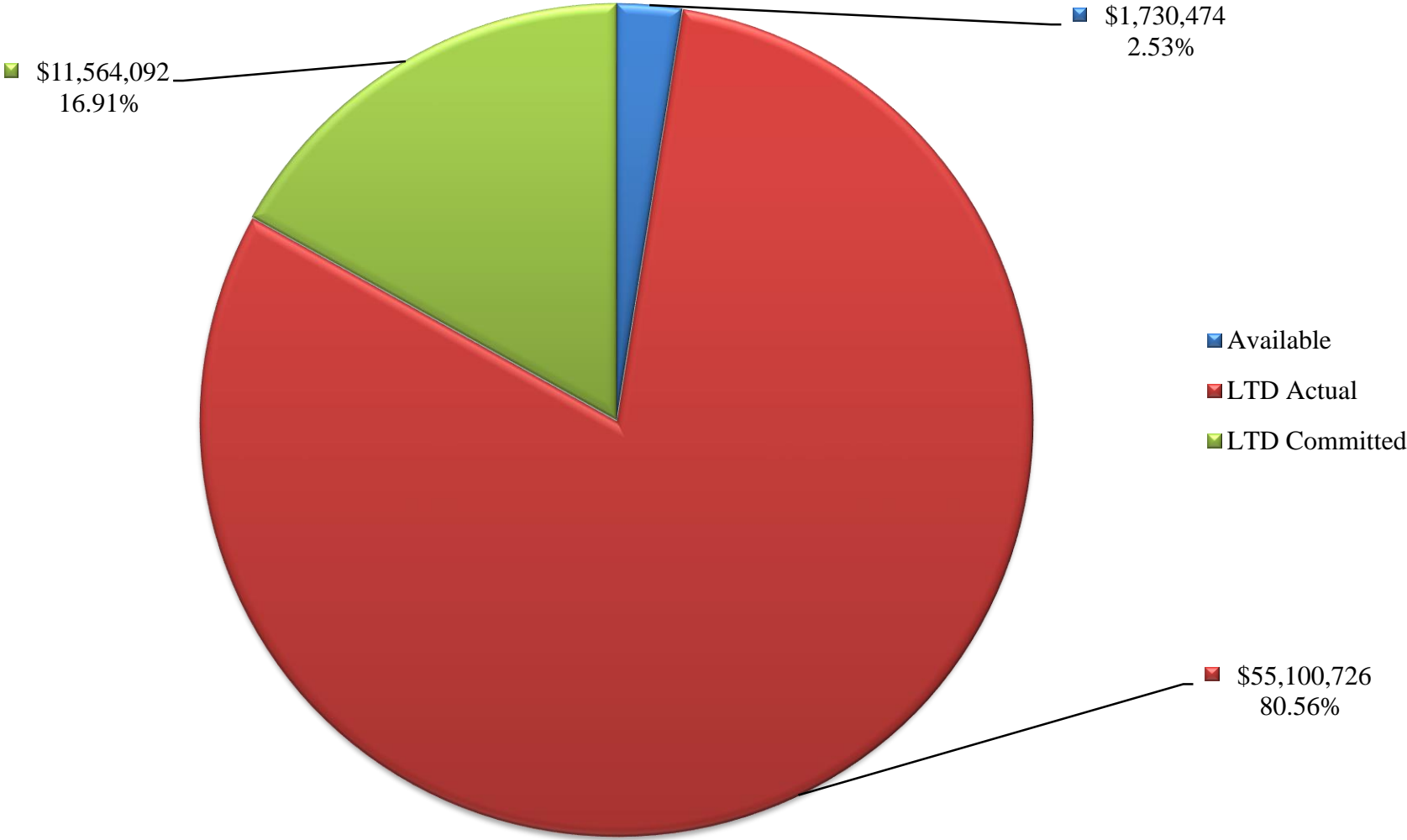


RIVERFRONT PARK REDEVELOPMENT PROJECT UPDATE

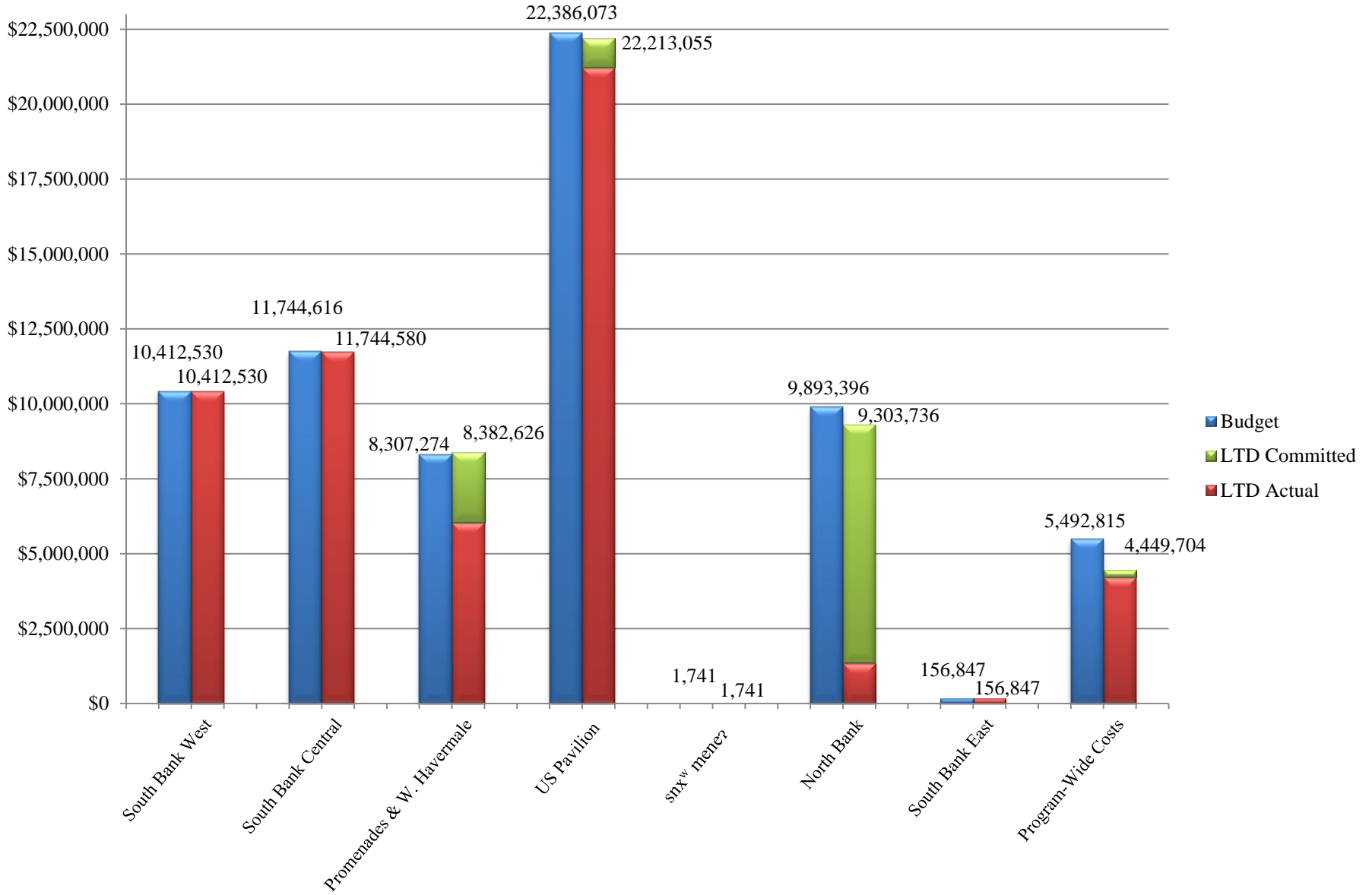
March 2020

Bond Budget Utilization Through March 2020

(December 19, 2019 Approved Budget)



Comparison of Approved Bond Budget to Actual & Committed Expenditures March 2020



Bond Budget by Project

(December 19, 2019 Approved Budget)

