

Seattle Parks & Recreation Approval & Routing Form

Contract Details
Contract ID: PR00A24-1283
Contract Administrator: Ben Handziak
Contract Manager: Mike Schwindeller
Division: Planning and Capital Development
Contracted Organization: Seattle Parks Foundation
Contract Title: Westlake Park Improvement Project

Brief Summary of the Agreement/Contract/Grant Purpose

Agreement Type: Select One	Agreement Subcategory
<input checked="" type="checkbox"/> Other Agreement	Nongovernmental Agreement
<input type="checkbox"/> Consultant Contract	
<input type="checkbox"/> Property & Community Agreement	

Financial Details – Check all that Apply
<input checked="" type="checkbox"/> Expense (AP)
<input type="checkbox"/> Revenue (AR)
<input type="checkbox"/> Nonfinancial
<input type="checkbox"/> **Public Benefit/Offset

Coding
Funding Code: 14500
Org: PRC08
Project: PRK730300-297
Account: 560900
Activity: KC60

Procurement Method – Select One
<input checked="" type="checkbox"/> Direct Select/Sole Source
<input type="checkbox"/> Invitation to Bid/Request for Quote
<input type="checkbox"/> Letter of Interest/Inquiry (LOI)
<input type="checkbox"/> Request for Proposal (RFP)/Application
<input type="checkbox"/> Emergency
Nonfinancial

Programs/Membership
<input type="checkbox"/> Citywide Roster Program
<input type="checkbox"/> Registered WMBE
<input type="checkbox"/> Other:

Grant Details (If Applicable)			
Grant #	Local Match Required?	Yes	No
Amount:	Reimbursement Required?	Yes	No
Grant Source:	Local	State	Federal
Agency:			

Contract Value
Cash Value of Contract: \$3,700,000
**Public Benefit Value (if applicable):
Total Contract Value: \$3,700,000.00

****Public Benefit** refers to programs, services, scholarships, or activities provided to the public at reduced or no cost. Public Benefits are used to offset/reduce cash payment, and proof of services provided is required. Contact CASO for questions.

Amendment Value (If Applicable)
Original Total Contract Value:
Previous Amendment(s) Value:
Current Amendment Cash Value:
Current Amendment Public Benefit Value:
New Total Contract Value:

Reviewer Name	Reviewer Title	Initials	Date
Ben Handziak	Capital Projects Coordinator	BH	02/03/2025
Mike Schwinsdeller	Capital Project Delivery Manager	MS	02/04/2025
David Graves	Strategic Advisor	DG	02/04/2025
Kim Baldwin	Division Director	KB	02/10/2025
Kathleen Gantz	CASO Manager	KG	02/10/2025
Hazel Bhang Barnett	Finance Division Director	HB	02/10/2025



WESTLAKE PARK

DEVELOPMENT AGREEMENT

Contract ID: PR0OA24-1283

BY AND BETWEEN

**THE CITY OF SEATTLE,
A WASHINGTON MUNICIPAL CORPORATION**

AND

**SEATTLE PARKS FOUNDATION,
A WASHINGTON NONPROFIT CORPORATION**

DATED: 02/04/2025

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated as of February 4, 2025 by and between THE CITY OF SEATTLE (the "City"), a first-class city organized under the laws of the State of Washington, acting through its Superintendent of Parks and Recreation ("SPR"), and the SEATTLE PARKS FOUNDATION ("SPF"), a Washington nonprofit corporation, collectively referred to herein as the "Parties."

ARTICLE 1

Recitals

The following facts and circumstances form the background of this Agreement:

1. Westlake Park is located at 401 Pine Street, Seattle Washington 98101 and was developed in 1988. The park is a city-owned public park facility under the jurisdiction of Seattle Parks and Recreation ("SPR").
2. Westlake Park is currently managed and programmed by the Downtown Seattle Association ("DSA") under terms outlined in a separate agreement.
3. Westlake Park is adjacent to Westlake Center and other ground-level retail as well as being located at an important intersection point for public transportation including, light rail, bus lines and the Monorail.
4. In June of 2026 Seattle will be a host city to the FIFA World Cup games. Because of its central downtown location and connection to retail and public transportation, Westlake Park is expected to be a focal point for World Cup community gatherings and experiences.
5. In 1999, a group of business, civic and philanthropic leaders founded the Seattle Parks Foundation ("SPF") as a non-profit organization to provide funds, project support, and advocacy to improve and expand Seattle's parks and green spaces.
6. In 2024 SPF contracted Berger Partnership to study Westlake Park and provide recommendations for redevelopment of the Park prior to the June 2026 World Cup. This study is included in this agreement as Exhibit C. SPF is a fiscal sponsor of the Westlake Park redevelopment Project.
7. SPF will contract with a consultant to further develop the design for park improvements at Westlake. The final approved design will be amended to this agreement once completed.
8. All public funding for the Project as outlined in Exhibit B is subject to appropriation by the City of Seattle through City Council legislation.
9. For the duration of the project, SPF will be granted use and occupancy of Westlake Park through a Revocable Use Permit. The Revocable Use

Permit is attached to this Agreement as Exhibit D, and further outlines each Party's responsibilities and fees for SPR staff work involved in overseeing development of this Project.

10. SPR will provide a fixed contribution to the project and SPF will be responsible for securing the remainder of project funds. SPF will be responsible for implementing the City approved design, obtaining necessary permits, and completing the construction to redevelop the Park. When the completed Project is accepted by the City, SPF will also cause its General Contractor to assign all Project-related warranties to the City.
11. The City will be solely responsible for maintenance of Westlake Park once the Project is physically complete and the final condition of the Project has been accepted by the City.
12. Any additional funding and/or grants that SPF may obtain from SPR shall be governed by the terms of this Agreement.

ARTICLE 2

Effective Date; Incorporation of Documents and Materials; Definitions

Section 2.1 Term. This Agreement will be effective upon the date that the Agreement is executed by authorized representatives of the Parties (the "Effective Date") and will terminate on the sooner of August 31, 2026 or upon the completion of the Project ("Termination Date"), unless extended by agreement of all parties.

Section 2.2 Incorporation of Documents and Materials. The following documents and materials are attached as exhibits to this Agreement:

- Exhibit A: Project Schedule
- Exhibit B: Project Budget
- Exhibit C: Preferred Schematic Design
- Exhibit D: Revocable Use Permit

Section 2.3 Definitions. The following terms have the respective meanings set forth below for this Agreement.

- (a) "Final Project Design" means the construction documents approved by SPR in accordance with Section 5.2.1.
- (b) "General Contractor" means the entity selected and supervised by SPF to carry out the Project. The General Contractor is not and shall not be construed to be an employee, agent or contractor of the City.
- (c) "Notice to Proceed" means a notice setting forth the date approved by SPF for the Project general contractor to commence work on site.

- (d) "Park" means Westlake Park, the parcel of real property owned by the City and under the jurisdiction of SPR, located at 401 Pine Street in Seattle, Washington, and identified by King County parcel number 1975700175.
- (e) "Parks Department" or "SPR" means the Department of Parks and Recreation of the City of Seattle.
- (f) "Project" means the design, permitting, construction and installations associated with the Westlake Park redevelopment.
- (g) "Project Budget" means the budget reflecting the cost of the Project, as more particularly described in Section 4.1 and Exhibit B.
- (h) "Project Coordinator" is defined in Section 5.5(a).
- (i) "Project Manager" is defined in Section 5.5(a).
- (j) "Project Schedule" is defined in Section 3.3 and as shown in Exhibit A.
- (k) "Superintendent" means the Superintendent of the Department of Parks and Recreation of the City of Seattle or his functional successor.
- (l) "Term" means the period between the Effective Date and Termination Date.

ARTICLE 3

General Provisions

Section 3.1 Scope. SPF agrees to undertake the Project in accordance with all the terms and conditions of this Agreement. The scope of the Project includes the design, permitting and construction, including all necessary utility work, set forth in the Final Project Design, as defined in Section 5.2.1 of this Agreement. The Parties mutually acknowledge that the Project is a turnkey project to be carried out by SPF as private construction and then transferred to the City after completion.

Section 3.2 Summary of City Responsibilities.

- (a) The City will grant SPF a Revocable Use Permit while maintaining City fee ownership of the Park for the duration of the Agreement.

- (b) The City will contribute fixed funding to the Project. This funding will be transmitted to SPF as shown in the funding schedule included in Exhibit B. The total amount of this funding is not to exceed \$3,700,000 minus the amount withheld by SPR to cover SPR's actual costs associated with Project review, inspection, site survey, arborist services and approval and issuance of Revocable Use Permit as described in Section 4.3.
- (c) SPR will provide design review and approval for the Project prior to start of SPF work. SPR's review and approval shall not be unreasonably delayed, withheld, or conditioned. Further, to the extent practicable, SPR shall expedite its review and approval processes to avoid delay to the Project and with the goal of providing SPF feedback within twelve (12) business days of receipt of design from SPF. SPF understands and agrees that timely submission of design to SPR will be an important component of SPR's ability to review materials within the 12-day timeline and that no designs or park improvements shall be implemented without SPR approval.
- (d) Throughout the project, SPR will inspect the Project to determine in its sole and reasonable discretion conformance with Project design documents, terms and conditions of this Agreement and City park purposes. If SPR determines that the Project conforms to these requirements, SPR will accept the Project from SPF.

Section 3.3 Summary of Seattle Parks Foundation Responsibilities.

- (a) SPF will use the Park to undertake the Project as a private construction project and transfer the completed improvements to SPR at the conclusion of work, subject to the terms and conditions of this Agreement. As part of its Project management, SPF will contract for the design services of a landscape architecture team, with the associated disciplines as necessary to design the renovations of the Park as approved by SPR.
- (b) Prior to starting work, SPF will present to SPR for its review and approval all design documents necessary for completion of the Project. SPF design will be subject to SPR's standard review and approval process including review through ProView and ProView Tech. The Project design will include the entire Park area and will include the removal of the fountain and stage, and necessary electrical infrastructure improvements. The Project design may also include other priority elements: lighting, security features, site restoration including landscape and site furnishings, overhead structures and play area.

- (c) SPF will hire, manage and pay all contractors required to undertake the Project, including contracting with a landscape architecture team for the preparation of construction and bid documents.
- (d) SPF will secure all necessary city and state permits for all demolition and construction activities included in the scope of the Project.
- (e) SPF will hire the contractor through an appropriate bidding process that includes advertising and open solicitation.
- (f) SPF will cause the contractor to comply with State and City prevailing wage requirements. Additionally, the City does not intend to acquire a project that has not been completed in accordance with City standards for inclusion and fair labor standards. SPF will also cause the contractor to comply to the maximum extent practicable with City requirements related to WMBE utilization and Community Workforce Agreements.
- (g) SPF will enter into all necessary contracts and manage all design, procurement, permitting, demolition and construction activities related to the Park improvements.
- (h) SPF will oversee the closeout of the Project, including the completion of any project punch items identified by SPR inspectors.
- (i) SPF will provide all fiscal management, reporting, and grant services as required by all funds SPF holds for the project, including funds to be transmitted to SPF by SPR.
- (j) SPF will be financially responsible for the Project and promptly pay all amounts due for Project expenses. For the duration of the Term, SPF will bear the risk of loss for the Project.
- (k) SPF's temporary permit will end at the completion of the Westlake Park after Project completion and turnover to SPR of the Project.

SPF's responsibilities under this Agreement are subject to and contingent upon its ability to secure the remainder of necessary Project funds. In the event SPF is unable to secure the funds necessary to complete the Project, this Agreement may be terminated in accordance with Section 6.4. In that case, SPF will utilize existing funds to complete those portions of the Project that are practicable and otherwise turnover the Park to SPR in good working order.

Section 3.4 Construction Agreement. The Parties' rights, responsibilities and obligations during and after design, permitting and construction of the project are delineated in this Agreement.

Section 3.5 Schedule. SPF has provided to SPR a “Project Schedule” setting out SPF’s intended dates for achieving Project milestones, which is attached to this Agreement as Exhibit A. SPF may amend the Project Schedule in its reasonable discretion based on Project needs. In any event, SPF will diligently pursue the Project to completion consistent with the Project Schedule (as it may be revised by SPF) and use its best efforts to complete the Project prior to the June 2026 FIFA World Cup events. SPF shall provide SPR prior notice before any pause in Project construction that shall be reasonably expected to last longer than five (5) business days or any amendment to the Project Schedule extends the date of Substantial Completion by more than four (4) weeks. SPF shall consult with SPR prior to making such a pause to discuss any potential change to Project completion date and minimizing negative Project consequences on Park users and neighbors. SPF will be solely responsible for providing notice of the pause and/or updated Project Schedule to adjacent residents and businesses through signage and electronic communications.

Section 3.6 Liens. SPF shall pay or cause to be paid all sums payable for any labor performed or materials furnished in connection with any work performed by or for SPF or its contractors on the Project. SPF shall keep the Project free from any liens of mechanics, materialmen, laborers, surveyors, engineers, architects, artisans, contractors, subcontractors, suppliers, or any other lien of any kind whatsoever (a “Lien”). SPF shall discharge, by bond or otherwise, any Lien filed against the Park and Project within thirty (30) days after filing; provided, however, this obligation shall not supersede SPF’s right to contest any liens. Prior to and as a condition of City acceptance of the Project under Section 3.6, SPF will provide SPR confirmation that any and all Liens have been discharged and that SPF is not aware of any pending or threatened Lien against the Project or the Park.

Section 3.7 Project Completion and City Acceptance. SPF will notify the SPR Project Coordinator when the Project is substantially complete. The SPR Coordinator will participate in a punch list walk through and SPR shall have the right to review and approve SPF’s final punch list. Once the punch list work is complete, SPF shall notify SPR, who shall have the right to review and accept the completed punch list work. Within fourteen (14) days of the final review of punch list work, the OWCP Project Manager and the SPR Project Coordinator shall notify SPF in writing that the City either (i) accepts the Project as physically complete in accordance with the agreed design and terms and conditions of this Agreement (“Letter of Acceptance”), or, (ii) that the City does not accept the Project, in which case the notice shall identify any deficient work or inconsistencies with the agreed design. If the City does not accept the Project, SPF shall promptly correct the identified deficiencies and the City will review the work and the process may continue until the SPR Project Coordinator notifies SPF that the City accepts the Project. Upon receipt of the Letter of Acceptance from SPR, SPF shall transfer to the City all right, title and interest, under and to the Project to the City, including the General Contractor’s warranty with respect to their work. SPF shall further cause the General Contractor to deliver all record documents, including an operations and maintenance manual and as-

builds to the City (“Final Project Documents”). Acceptance of the completed Project by the City will be contingent on legislative authorization from Seattle City Council, which may be granted or withheld in their sole discretion.

Section 3.8 Post Project Operations and Warranty. Upon City’s acceptance of the completed Project, receipt of Final Project Documents, and confirmation that SPF has relinquished all use and occupancy of the Park and complied with the terms of the Revocable Use Permit for restoring the Park, SPF shall have no further responsibility for maintenance of the Park, and all maintenance and use of the Park shall be the sole responsibility of the City.

Section 3.9 No Liability to City. Except as otherwise provided in this Agreement, no recommendations, approvals, or other actions under this Agreement by SPR will in any manner cause the City to bear any responsibility or liability for the design or construction of the Project or defects related thereto or any inadequacy or error therein or failure to comply with applicable law, ordinance, rule, or regulation. Approval of any Material Design Changes pursuant to this Agreement shall not constitute an opinion or representation as to their adequacy for any purpose other than the City’s own purposes.

ARTICLE 4

Project Budget and Funding

Section 4.1 Project Budget. The current Project Budget (“Project Budget”) to complete design, permitting, construction and installation of the Project is attached hereto as Exhibit B. The Project Budget reflects the funds made available by SPF and the City of Seattle. The Project Budget includes contingencies consistent with industry standards, associated soft costs such as professional services and insurance premiums, and applicable taxes. All Project costs shall be the sole responsibility of SPF.

Section 4.2 City Direct Funding and Other City-Related Support. The City shall contribute funding to the Project as described in Exhibit B. The total project budget will be managed by SPF. The City will withhold funding for the purpose of covering actual costs as provided in Section 4.3 only up to the limit set forth therein.

Section 4.3 Parks Department Costs. SPR will authorize SPF to use and occupy the Park and construct the Project by issuing a Revocable Use Permit (“RUP”) in a form attached as Exhibit D hereto, consistent with Superintendent’s jurisdiction and subject to SPR’s reasonable discretion. There will be no fee charged to use the real property for Project construction. SPR will withhold funding as shown in Exhibit B for staff time required to prepare and administer the RUP before, during and after the Project is constructed and for SPR staff time and costs related to Project review, inspection and coordination, including staff work by SPR engineers and landscape architects, as SPR determines necessary and appropriate for Project scope. This charge includes fees

tracked to date prior to the finalization of this Agreement; provided, that such fees shall not exceed **One-Hundred and Sixty Thousand Dollars (\$160,000)** in the aggregate.

ARTICLE 5

Project Design and Construction

Section 5.1 Project Management. Subject to the requirements of this Agreement, SPF shall undertake and be solely responsible for the management of all aspects of the design, permitting, construction and installation of the Project. SPF shall engage and manage, without limitation, project managers (excluding the Project Coordinator), architects and other design professionals and a general contractor (the "General Contractor") with the expertise and experience necessary to successfully complete the Project. In conducting any construction work on the premises, SPF shall cause all work to be done in a good and workmanlike manner and in compliance with all laws including, without limitation, the Americans with Disabilities Act of 1990 (as amended). SPF shall obtain and maintain in effect, or cause to be obtained and maintained in effect, all necessary permits, Certificates of Approvals, building permits, licenses and other governmental approvals that may be required in connection with such work. SPF shall complete the Project substantially consistent with the Final Project Design, except as specifically provided herein.

Section 5.2 Design Review and Approval; Consistent Project Budget.

5.2.1 Parks Department Design Review and Approval. Sequential, major phase design documents, including schematic design, design development, construction documents and permit documents (the "Construction Documents") shall be reviewed and approved by the SPR Planning and Development Division ("PDD") staff prior to commencement of any construction, which approval shall not be unreasonably denied, conditioned or delayed. The Project's most recent design study is attached hereto as Exhibit C. Upon the PDD's approval of the Project's 100 percent Construction Documents, such documents shall constitute the Final Project Design ("Final Project Design") for purposes of this Agreement. Unless the Parties agree otherwise, this Agreement shall terminate if the Final Project Design is not approved on or before August 31, 2025, and in such event, the Parties shall have no other rights or obligations with respect to the Project.

5.2.2 Material Change. Any material changes to the Final Project Design require the prior written approval of the Director of PDD, or other Parks Department contact designated by Superintendent. A material change is any change that affects the design, function or utility of the Project. SPF shall propose any material changes to the Final Project Design by notifying the Project Coordinator in writing. SPR shall respond by approving, denying or proposing a revision to the proposed change within 10 business days. Any dispute between the Parties whether a proposed change is material shall be resolved in favor of requiring PDD's approval. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity. SPF shall use its good faith best

efforts to resolve issues that may arise during construction to avoid material changes to the Final Project Design that would require the approval of PDD by, among other measures, applying contingency funding available within the Project Budget; adjusting the Project Schedule; reducing costs through permissible changes to the Final Project Design and other means; and, as needed, committing additional funds to supplement the Project Budget.

5.2.3 Signage. The Project construction activity shall be identified by signage notifying the public of the project, schedule and scope. It shall be the responsibility of SPF to post signage three weeks prior to the start of on-site construction. SPF shall coordinate with SPR for graphics and message and shall gain SPR approval prior to printing and installation of signage. SPF shall follow SPR's Public Information Process standards for signage.

Section 5.3 Requirements for Construction. In managing the Project, SPF shall comply and cause all others working on the Project, including the General Contractor, to comply with all permitting and regulatory requirements. Without limiting the generality of the foregoing, SPF shall comply with the following requirements:

(a) SPF shall ensure that the General Contractor has all appropriate licensing and bonding per the requirements of the City such as a Seattle Business License, State of WA UBI, WA Contractor registration, and Payment and Performance Bond.

(b) SPF and SPR shall agree upon location for construction fencing and staging, access routes, parking of construction and contractor vehicles and storage of construction materials to be used in the Project. All street use permits will be the responsibility of SPF, acting through its General Contractor as appropriate.

(c) SPF shall prepare for Parks Department review and approval a neighborhood and public engagement plan that provides for reasonably continuous and current communications through electronic and, to the extent practicable, other media and methods regarding the status of the construction of the Project. Such a plan shall include reasonable advance notice of major construction-related events that may have substantial impacts on the neighborhood. The plan also shall include information enabling affected residents and other members of the public to communicate with Parks Department and SPF for additional project-related information and to provide input regarding Project impacts and progress. SPF shall coordinate with SPR, through the SPR Project Coordinator, to disperse joint construction updates to the community.

Section 5.4 Notice to Proceed. SPF may issue its Notice to Proceed to its General Contractor upon approval from PDD that the construction commencement date is acceptable and not in conflict with other approved events at or near the Project site and upon SPF proving it has sufficient funds to complete the Project in accordance with the Project Budget and placing those funds in a restricted or dedicated account. SPF shall cause the General Contractor to coordinate with SPR with respect to the General

Contractor's own Project-related activities to ensure a reasonably clean and safe surrounding environment for daily use and special events.

Section 5.5 Project Management and Coordination. SPF intends to carry out Project activities through a General Contractor. SPF may delegate project management duties, including those set out in this Section 5.5 to the General Contractor or their Project Management Consultant. Notwithstanding such delegation, SPF remains responsible for all contractual obligations to the City, and the General Contractor and other consultants contracted by SPF are not a party to this Agreement.

(a) Project Manager and Coordinator. At least thirty (30) calendar days prior to issuing its Notice to Proceed, SPF shall notify the PDD Director of the identity of the SPF project manager ("Project Manager") by name and such person's business telephone number and the contractor's emergency office information. In the event such person is replaced, SPF shall notify the PDD Director of the change no later than the effective date of such replacement, including such replacement's name and business telephone numbers. SPR has identified the Capital Project Coordinator, Ben Handziak (the "Project Coordinator"), who will provide work directly with the Project Manager to coordinate construction oversight, SPR inspection and SPR final approval. SPF and SPR will promptly notify the other if either the Project Manager or Project Coordinator change.

(b) Project Construction Meetings. SPF's Project Manager shall keep the Project Coordinator informed of the time and place of each regular and special project construction meeting to enable the Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the Parks Department's position regarding matters being discussed. The Project Manager is responsible for ensuring all DCI and SPR related inspections are completed. The Project Coordinator is responsible for guiding the Project Manager through the SPR inspection process. The Project Manager and Project Coordinator shall each participate in other Project-related meetings as requested by the other.

(c) Status Reports. Within three (3) days after the receipt by SPF of any project construction meeting minutes, SPF shall deliver a copy of each of the same to the Project Coordinator. The Project Coordinator shall provide any edits or comments to those minutes within three (3) days of receipt.

(d) Minimization of Adverse Impacts. SPF shall manage the Project and all Project participants, including the General Contractor to protect from damage or destruction, all private and public property on or near the construction premises not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for SPF on the construction premises shall be carried out in a manner that minimizes any adverse impact on City property and the use thereof by the City or third parties, and on any private property near the Project. (For purposes of this requirement, the term "property" includes land, trees, shrubbery and landscaping, irrigation facilities, drainage, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements,

curbs, driveways, sidewalks, and other property of any description.) SPF shall provide for PDD's reasonable review and approval a plan for construction fencing, including routes for temporary pedestrian access around the construction site, before mobilization work begins. SPF shall work with the Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes during working hours. The General Contractor shall comply with all City of Seattle Ordinances regarding noise and construction impacts. Nothing in this Section 5.5(d) limits the City's authority to impose SEPA mitigation measures on the Project when acting in its regulatory capacity.

(e) Waste Disposal. SPF shall secure and provide within the construction premises, appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the Project. SPF shall keep the work site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, daily, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with the Project. Storage and disposal must be in accordance with applicable Federal, State and local laws, fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from the Park. SPF shall, upon completion of the Project, ensure that the construction premises and the roadways and walkways immediately surrounding the construction premises are cleaned to the reasonable satisfaction of the Project Coordinator, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the construction premises.

(f) Staging and Fencing. The Parties shall cooperate with each other in the identification of sufficient space reasonably proximate to the site for the exclusive use of the General Contractor and its subcontractors and their employees, agents or contractors for construction staging activities. Such activities include, without limitation, temporary structures and storage of construction materials to be used in the Project. The space shall become available for staging when SPF delivers the Notice to Proceed, and availability of the space shall terminate when the Project is complete, the construction premises and surrounding areas have been cleaned as required by Section 5.5(e). SPF shall fully restore the staging space, as provided in Section 5.5(h). During Project construction, SPF must install a temporary perimeter fence enclosing its staging area to secure both the construction site and the staging area. Such fencing is subject to PDD's approval as provided in Section 5.5(d) and shall be removed upon Project completion. The location of the fencing shall be approved by SPR and shall allow for adjacent functions to occur in a safe and reasonable manner. A street use permit may be required and shall be the sole responsibility of SPF.

(g) Construction Worker Parking. The Park doesn't have parking on site for Project contractors, suppliers and construction workers. Neither SPF nor any of its contractors will park any vehicles within the Park; provided that, Project contractors, suppliers, and construction workers may temporarily park vehicles at or near the Park to complete any necessary drop off, loading, pick up, or delivery of equipment and materials for the Project.

(h) Restoration. SPF shall fully restore City property and improvements damaged by Project activities to a condition equal to or better than prior to commencement of the Project, including full repair to or replacement of damaged facilities if reasonably determined necessary by the Superintendent. The Park is currently paved with interlocking red, white, and gray paving stones, patterned as an integrated art exhibit. The City shall provide SPF with access to any facilities and/or areas in which its excess pavers are stored to facilitate any necessary restoration. SPF shall be permitted to utilize and install any pavers at no cost.

Section 5.6 Insurance Requirements. SPF shall procure and maintain, and shall cause the General Contractor and the Designer (defined herein) to procure and maintain, insurance policies meeting the applicable requirements set forth in this Section 5.6 (including, without limitation, the general requirements set forth in Section 5.6.4). Under no circumstances shall the City or the Parks Department bear any cost or expense of such insurance.

5.6.1 SPF Insurance Requirements. SPF shall procure and maintain, from the Effective Date until the City's acceptance of the completed Project, the following insurance policies:

5.6.1.1 Commercial General Liability. Commercial General Liability or equivalent insurance including coverage for Premises/Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability. Such insurance must provide a minimum limit of not less than \$1,000,000 each occurrence combined single limit, except that the minimum limit of Personal/Advertising Injury coverage shall be \$1,000,000 for each offense and the minimum limit of Stop Gap/Employers Liability coverage shall be \$1,000,000 for each accident or disease. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting.

5.6.1.2 Umbrella/Excess Liability. Umbrella or excess liability coverage in the amount of \$3,000,000, following the form of the Commercial General Liability policy. These required total minimum limit of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

5.6.2 General Contractor's Insurance Requirements. SPF shall procure and obtain or cause the General Contractor to procure and maintain, from and after the Effective Date of this Agreement until at least three (3) years following substantial completion of the Project, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by the General Contractor, its agents, representatives, employees, consultants, contractors and/or subcontractors:

5.6.2.1 Commercial General Liability. Commercial General Liability or equivalent insurance including coverage for Premises/Operations,

Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability. Such insurance must provide a minimum limit of not less than \$1,000,000 each occurrence combined single limit, except that the minimum limit of Personal/Advertising Injury coverage shall be \$1,000,000 for each offense and the minimum limit of Stop Gap/Employers Liability coverage shall be \$1,000,000 for each accident or disease. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting. SPF shall require the General Contractor to maintain coverage for Products/Completed Operations liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least three (3) years after substantial completion of the Project.

5.6.2.2 Automobile Liability. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, with a limit of not less than \$1,000,000 combined single limit per occurrence.

5.6.2.3 Umbrella/Excess Liability. Umbrella or excess liability coverage in the amount of \$3,000,000, following the form of the General Liability and Automobile Liability policies.

5.6.2.4 Worker's Compensation. Worker's compensation insurance for Washington State, as required by Title 51 RCW, at statutory limits.

5.6.3 Designer's Insurance Requirements. SPF shall procure and maintain or cause its professional consultant engaged to perform design, architectural, engineering or similar services (the "Designer") to procure and maintain the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by the Designer, its agents, representatives, employees, consultants, contractors and/or subcontractors:

5.6.3.1 General Liability. Commercial General Liability or equivalent insurance including coverage for Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability. Such insurance must provide a minimum limit of not less than \$1,000,000 each occurrence combined single limit, except that the minimum limit of Personal/Advertising Injury coverage shall be \$1,000,000 for each offense and the minimum limit of Stop Gap/Employers Liability coverage shall be \$1,000,000 for each accident or disease. SPF shall require the Designer to maintain coverage for Products/Completed Operations liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least three (3) years after substantial completion of the Project.

5.6.3.2 Professional Liability Errors and Omissions. The Designer shall provide a minimum of \$1,000,000 per claim/aggregate Professional Liability Errors and Omissions coverage. Such coverage shall continue in force or be extended by professional "Tail" coverage for a period no less than three (3) years from project completion.

5.6.4 General Requirements. The policies required under this Section 5.6 shall meet all requirements below.

5.6.4.1 The City of Seattle as Additional Insured. CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include “The City of Seattle, its officers, officials, employees, agents and volunteers” as additional insureds. All insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term “insurance” in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

5.6.4.2 Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited. SPF’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. SPF’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under SPF’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. SPF’s failure to comply with any of the requisite insurance provisions shall, at the discretion of the City of Seattle, serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by SPF or reduced and/or offset against the Agreement.

5.6.4.3 Cancellation Notice. Such policies shall not be canceled or materially modified without thirty (30) days’ prior written notice to the City or ten (10) days for non-payment of premiums. SPF shall provide City with notification in the event of any reduction or restriction of insurance limits or coverage of any respective policies.

5.6.4.4 Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section 5.6, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

5.6.4.5 Each insurance policy shall be written on an “occurrence” form, excepting that insurance for professional liability, errors and omissions, and Contractors Pollution Liability when required, may be acceptable on a “claims made” form.

5.6.4.6 If coverage is approved (if approval is required above) and purchased on a “claims made” basis in accordance with Section 5.6.4.5, SPF warrants continuation of coverage, either through policy renewals or the purchase of an extended

discovery period, if such extended coverage is available, for not less than six (6) years from the date of completion of the work that is subject to said insurance.

5.6.4.7 Any deductible must be disclosed to, and shall be subject to reasonable approval by, the City. The cost of any claim falling within a deductible shall be the responsibility of SPF.

5.6.4.8 By requiring such minimum insurance as specified herein, neither Party shall be deemed to have assessed the risks that may be applicable to the other Party to this Agreement. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

5.6.4.8 SPF shall release the City from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by SPF pursuant to this Agreement.

5.6.5 Waiver of Subrogation. City and SPF release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Project to the extent that the loss or damage either (a) is actually covered by the injured party's property insurance, or (b) if the injured party failed to maintain insurance as required under this Agreement, would have been covered under the terms and conditions of the property insurance the injured party is required to carry under Section 5.6, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of City or SPF, or their respective officers, directors, council members, employees, agents, contractors, invitees, SPF's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable; and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between City and SPF.

5.6.6 Evidence and Approval of Insurance. On or before the Effective Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by SPF or its contractors. The City shall review and approve the insurance prior to Notice to Proceed:

5.6.6.1 Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein.

5.6.6.2 A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

5.6.6.3 A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; a full and complete copy of insurance policies must be provided to the City upon request.

5.6.6.4 Pending receipt of the documentation specified in this Section 5.6.6, SPF may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

City of Seattle
Department of Parks and Recreation
300 Elliott Avenue West, Suite 100
Seattle, WA 98119
Attn: Property Management

5.6.7 Assumption of Property Risk. Except to the extent of City's negligence or willful misconduct, but subject to Section 5.6.5 above, the placement and storage of property owned by SPF or the General Contractor in or about the Park, including the construction site or staging area shall be the responsibility, and at the sole risk, of SPF or the General Contractor, respectively.

5.6.8 Adjustments of Claims. SPF shall provide, and shall cause the General Contractor to provide, for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the respective activities of SPF and the General Contractor in connection with the Project.

5.6.9 SPF's Responsibility. The procuring of the policies of insurance required by this Agreement shall not be construed to limit SPF's liability hereunder. Notwithstanding said insurance, but subject to Section 5.6.5 above, SPF shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of SPF, or any of its agents, officers and employees or through use or occupancy of the Premises.

Section 5.7 Assignment of Warranties. SPF shall cause the General Contractor to assign to the City all warranties relating to the Project prior to the City's acceptance of the completed Project.

ARTICLE 6

Indemnification and Dispute Resolution

Section 6.1 Indemnification.

(a) To the maximum extent permitted by law, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from and against any and all suits, costs and expenses (including reasonable attorney fees), claims, actions, losses, penalties, judgments and/or awards of damages, of whatsoever kind to the extent arising out of, in connection with or incident to the indemnifying Party's performance under this Agreement and to the extent caused by or resulting from such Party's own negligent, reckless or willful acts or omissions. In the event any such liability arises from the concurrent negligence of the indemnifying Party and the other Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying Party and its actors. Each Party agrees that it is fully responsible for the acts and omissions of its own officials, employees and agents, acting within the scope of their employment as such. In addition, SPF shall cause the General Contractor to indemnify the City to the same extent that the City is indemnified by SPF pursuant to this Section 6.1.

(b) Notwithstanding the foregoing, SPF's obligations under this Section 6.1 shall not extend to any claims arising out of or relating to (1) the presence of any preexisting hazardous substances in, on or about the Park present on the date when the RUP is issued, or (2) the use of the Park by any person following the City's acceptance of the completed Project.

Section 6.2 Further Indemnification Provisions. Each Party agrees that its obligations under Section 6.1 extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents, and each Party further agrees that this indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that the provisions of Section 6.1 were specifically negotiated and agreed upon by them. The indemnity and hold harmless provisions of Section 6.1 shall survive the expiration or earlier termination of this Agreement and shall apply to the maximum extent permitted by law including, if applicable, as defined by RCW 4.24.115, as now enacted or as hereinafter amended.

Section 6.3 Dispute Resolution. In the event of a dispute regarding this Agreement, the Parties agree to follow the procedures in this Section 6.3 prior to filing or initiating a lawsuit. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the Superintendent and the Executive Director of SPF. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. SPF and the City agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the City (one-half) and SPF (one-half).

Section 6.4 Termination of Provisions. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature, war, civil commotion, labor dispute, sabotage, or superior governmental regulation or control.

Lack of Funds. Unless the parties otherwise agree, either party may terminate this Agreement if either party is unable to deliver the Project funds upon agreed upon schedule.

Upon termination of this agreement, SPF will return to the City the total amount of public funding transmitted to SPF, minus appropriate Project related expenses up to the date of termination. SPF will spend available private funding first before spending public funds.

ARTICLE 7

Miscellaneous

Section 7.1 Amendments. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by the City and SPF (or their successors in title).

Section 7.2 Authority. Each Party hereto warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Agreement, warrant that they have the authority to bind the respective Parties.

Section 7.3 No Assignment. SPF may not assign this Agreement without the written consent of the Superintendent.

Section 7.4 General Rules. The following rules shall apply to the construction of this Agreement unless the context otherwise requires:

(a) Words describing the singular number shall include the plural number and vice versa, except where otherwise indicated.

(b) All references herein to articles, sections or exhibits are references to articles, sections or exhibits of this Agreement, unless otherwise stated.

(c) The headings and table of contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared it.

Section 7.5 Cumulative Remedies. The rights and remedies that any Development Agreement Party may have under this Agreement or at law or in equity, upon any breach, are distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them shall be deemed to be exclusive of any other.

Section 7.6 Force Majeure. Except as otherwise provided in this Agreement, time periods for any Party's performance under any provisions of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such party's reasonable control, including without limitations, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of nature, unforeseen site conditions, casualty, war or other strife.

Section 7.7 No Waiver. Failure of any Party to complain of any act or omission by the other, no matter how long the failure may continue, shall not constitute a waiver of any rights under this Agreement. No waiver by any Party of any breach of any provisions of this Agreement shall be deemed a waiver of a breach of any other provision or consent to any subsequent breach of any other provision. If any action of any Party requires the consent or approval of another, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

Section 7.8 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other such relationship between SPF and the City.

Section 7.9 Principal Contacts. Each Party shall at all times designate a "primary contact" person for administration of this Agreement; either Party may change the person designated to serve as its primary contact at any time, and from time to time, by notice to the other Party. The Parties' initial designations are:

If to the City:	For design/construction related matters-
	Ben Handziak

Capital Project Coordinator
City of Seattle, Parks and Recreation Department
300 Elliott Avenue West, Suite 100
Seattle, WA 98119
Phone: 206-677-0199
Email: ben.handziak@seattle.gov

And: For agreement related matters-
Kim Baldwin
Deputy Director
City of Seattle, Parks and Recreation Department
300 Elliott Avenue West, Suite 100
Seattle, WA 98119
Phone: 206-615-0810
Email: kim.baldwin@seattle.gov

If to SPF: For agreement related matters-
Rebecca Bear
President and CEO
Seattle Parks Foundation
PO Box 3541
Seattle, WA 98124-3541
Phone: 206.931.3398
Email: rebecca@seattleparksfoundation.org

And: For design/construction related matters-
Beth Purcell
Project Manager
Seattle Parks Foundation
PO Box 3541
Seattle, WA 98124-3541
Phone: 206.356.9266
Email: beth@seattleparksfoundation.org

Section 7.10 Counterparts. This Agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one Agreement.


Section 7.11 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

Section 7.12 No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and shall not be interpreted to create any rights in any third party.

[signatures on next page]

City:

CITY OF SEATTLE, a Washington
municipal corporation

By: 
AP Diaz (Feb 11, 2025 15:46 PST)

Name: AP Diaz

Title: Superintendent

SPF:

SEATTLE PARKS FOUNDATION, a
Washington nonprofit corporation

By: 
Rebecca Bear (Feb 11, 2025 08:33 PST)

Name: Rebecca Bear

Title: President / CEO

EXHIBIT A
PROJECT SCHEDULE

Stakeholder Meetings	Summer, 2024
Concept Design – SPR Approval	September 2024
Public Engagement – Open House	November 2024
Schematic Design Development	Nov. 2024 – Jan. 2025
Schematic Design – SPR Review and Approval	February 2025
Pre-construction Services	Feb. 2025 – Sept. 2025
Public Engagement meetings/open house	March 2025
30% Construction Documents Development	March/April 2025
30% Construction Documents – SPR Review and Approval	April 2025
60% Construction Documents Development	April/May 2025
60% Construction Documents – SPR Review and Approval	late May/early June 2025
Permitting	April 2025 – August 2025
Council presentation	late Spring – date TBD
90% Construction Document Development	June/July 2025
90% Construction Document -SPR Review and Approval	July/August 2025
Construction Contracting and Procurement	Sept. 2025 – Jan. 2026
Construction	Sept./Oct. 2025 – May 2026
Construction - Substantial Completion	May/early June 2026

**EXHIBIT B – UPDATE
PROJECT BUDGET**

Attached on next page.

Exhibit B - Westlake Project Budget

SPR and SPF Project Funding	
Private Investment, Seattle Parks Foundation (SPF)	\$2,700,000
Public Investment, Seattle Parks and Recreation (SPR)	\$3,700,000
Total Anticipated Project Funding	\$6,400,000

Anticipated Project Budget	
Non Construction Expenditures	Estimated Cost
Concept Design and Stakeholder engagement	\$77,660
Design Contract	\$400,000
Construction Administration	\$90,000
Design Contract Contingency	\$45,000
Project Management Delivery Firm	\$300,000
SPF Project Administration and Fundraising	\$498,000
Legal Review	\$15,000
Permitting Fees	\$50,000
Site Survey	\$32,652
Arborist Report	\$6,500
SPR Staffing	\$160,000
Subtotal	\$1,674,812
Construction Related Expenditures	
Construction contract (including GC and markups)	\$3,625,000
tax	\$375,188
Owner contingency	\$362,500
Construction contingency	\$362,500
Subtotal construction costs	\$4,725,188
Total Anticipated Project Cost	\$6,400,000

* Project Scope will be adjusted based on secured funding.

Project Funding Schedule		
2024	Amount	Available
Private- SPF	\$170,000	Secured
2025		
Private- SPF	\$800,000	11/1/2025
Public - SPR (Minimum)	\$1,390,000	1/25/2025
2026		
Private- SPF	\$1,730,000	1/15/2026
Public - SPR	\$2,310,000	1/1/2026
Total	\$6,400,000	

EXHIBIT C
PROJECT DESIGN

Attached on next page.

REIMAGINE WESTLAKE

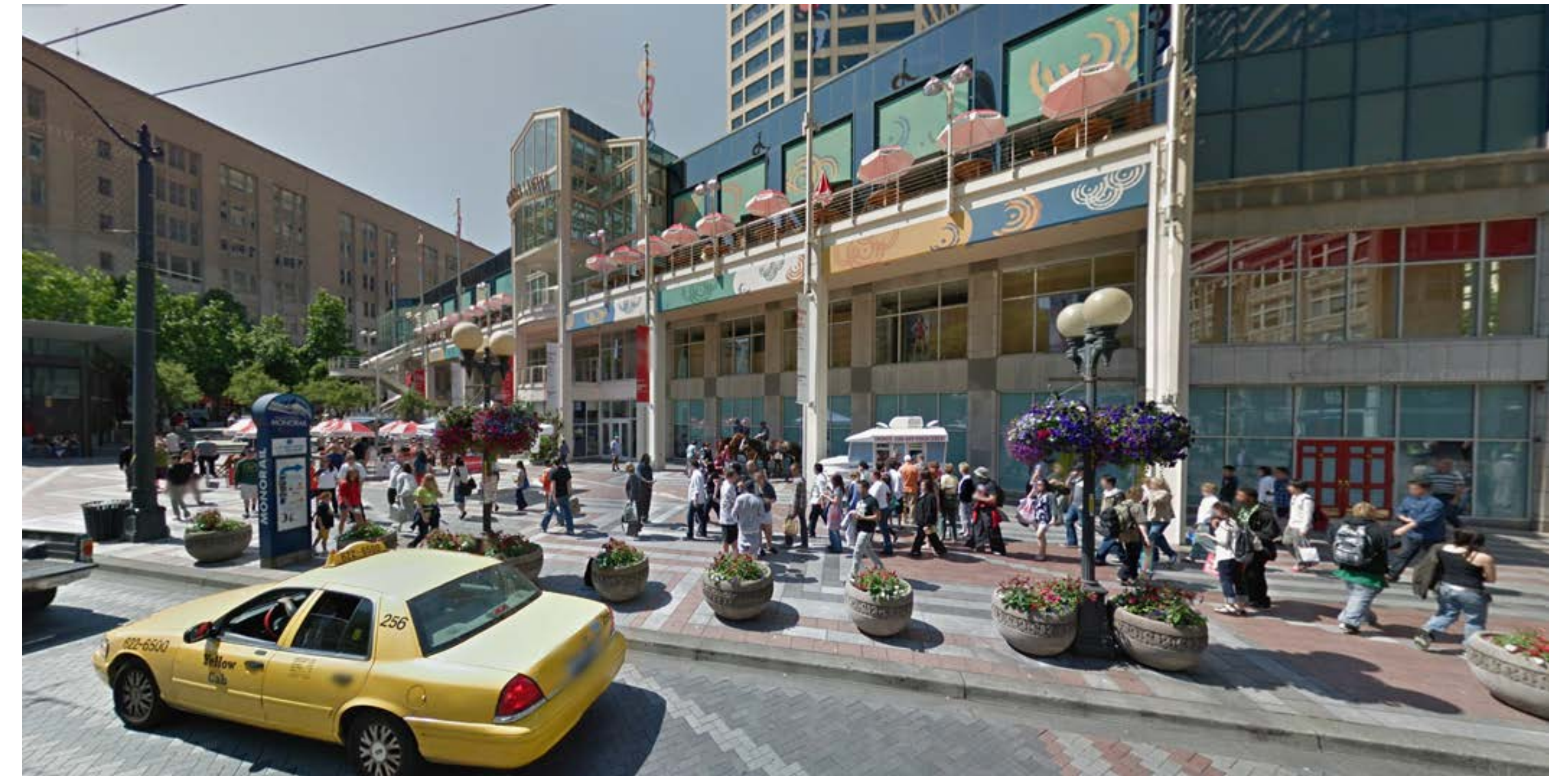
SCHEMATIC DESIGN

Reimagine Westlake

PROJECT BACKGROUND

- Westlake Park as we know it today was completed in 1988 and is at the heart of the retail core of the city.
- The park includes a large paved plaza that is used for a wide range of uses including large community gatherings, seasonal events, and flexible seating areas that are used for enjoying lunch or meeting with friends and neighbors.
- Other park features include the seven hills art installation, a grove of shade trees, a fountain, stage and playground for kids ages 2-5.
- A signature element of the park is the granite paving that was inspired from a Coast Salish cedar basket weave.
- This project will provide upgrades to existing park elements that are in need of repair or will look to remove elements that have exceeded their useful lifespan in order to support the ongoing needs of the park.
- The project will also look for opportunities to support the FIFA World Cup when the world comes to Seattle in 2026!

JULY 2011



DECEMBER 2023



Reimagine Westlake

PROJECT GOALS

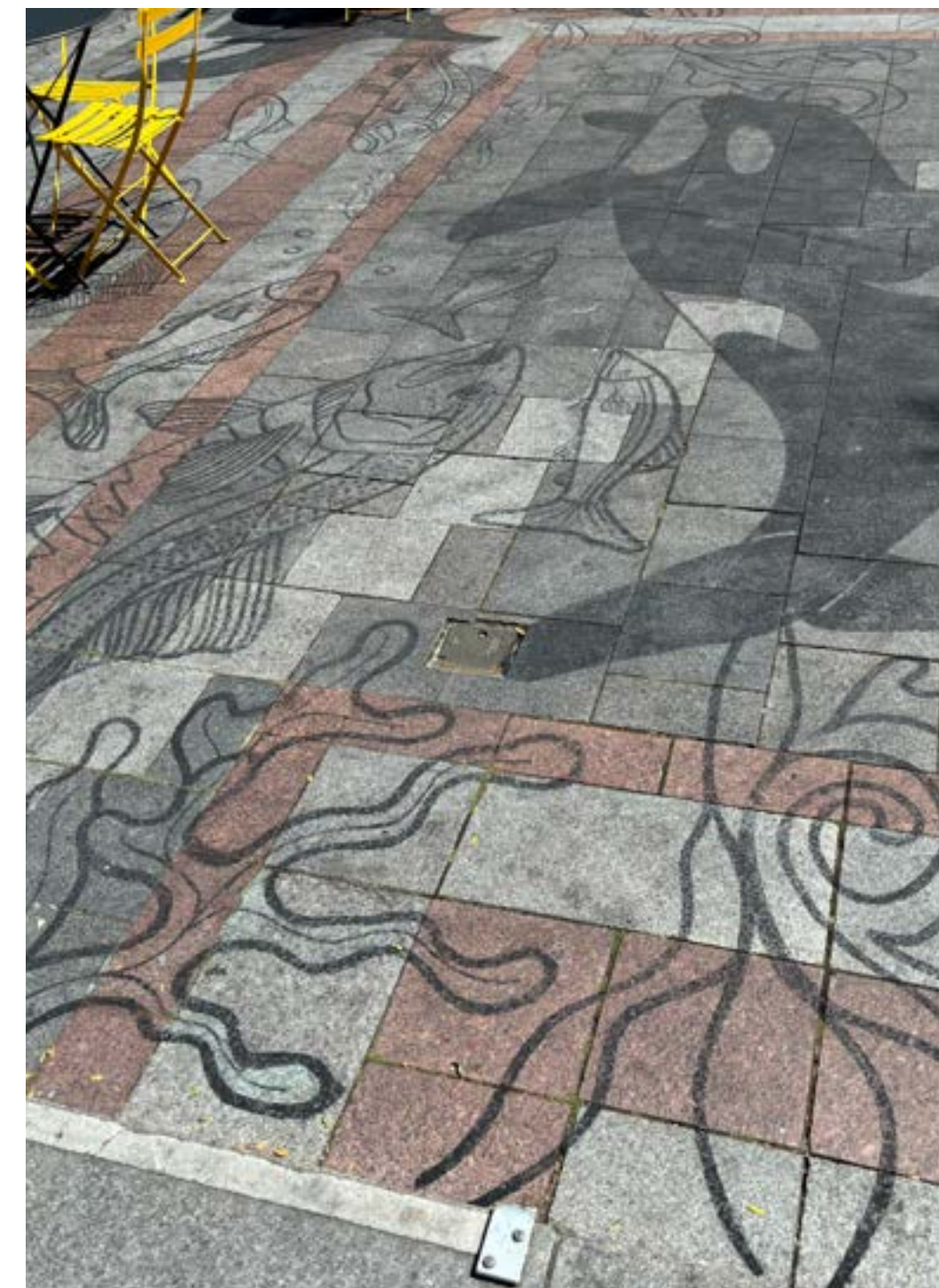
- Improve guest experience - foster human connections
 - Remove barriers for easy access.
 - Provide additional permanent seating areas.
 - Provide additional areas for plantings and seasonal interest.
 - Provide signage to explain what the Seven Hills art installation represents.



Reimagine Westlake

PROJECT GOALS

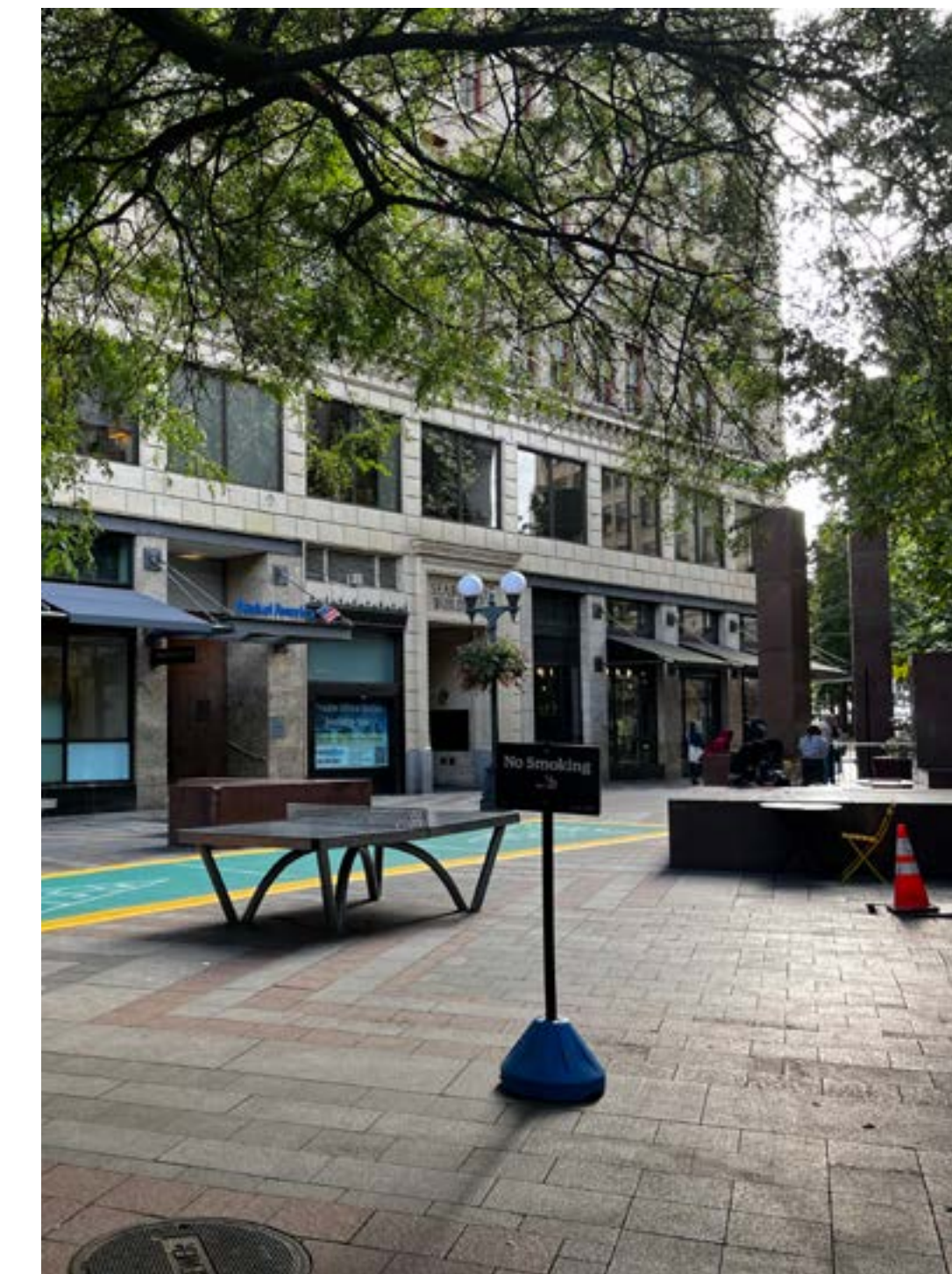
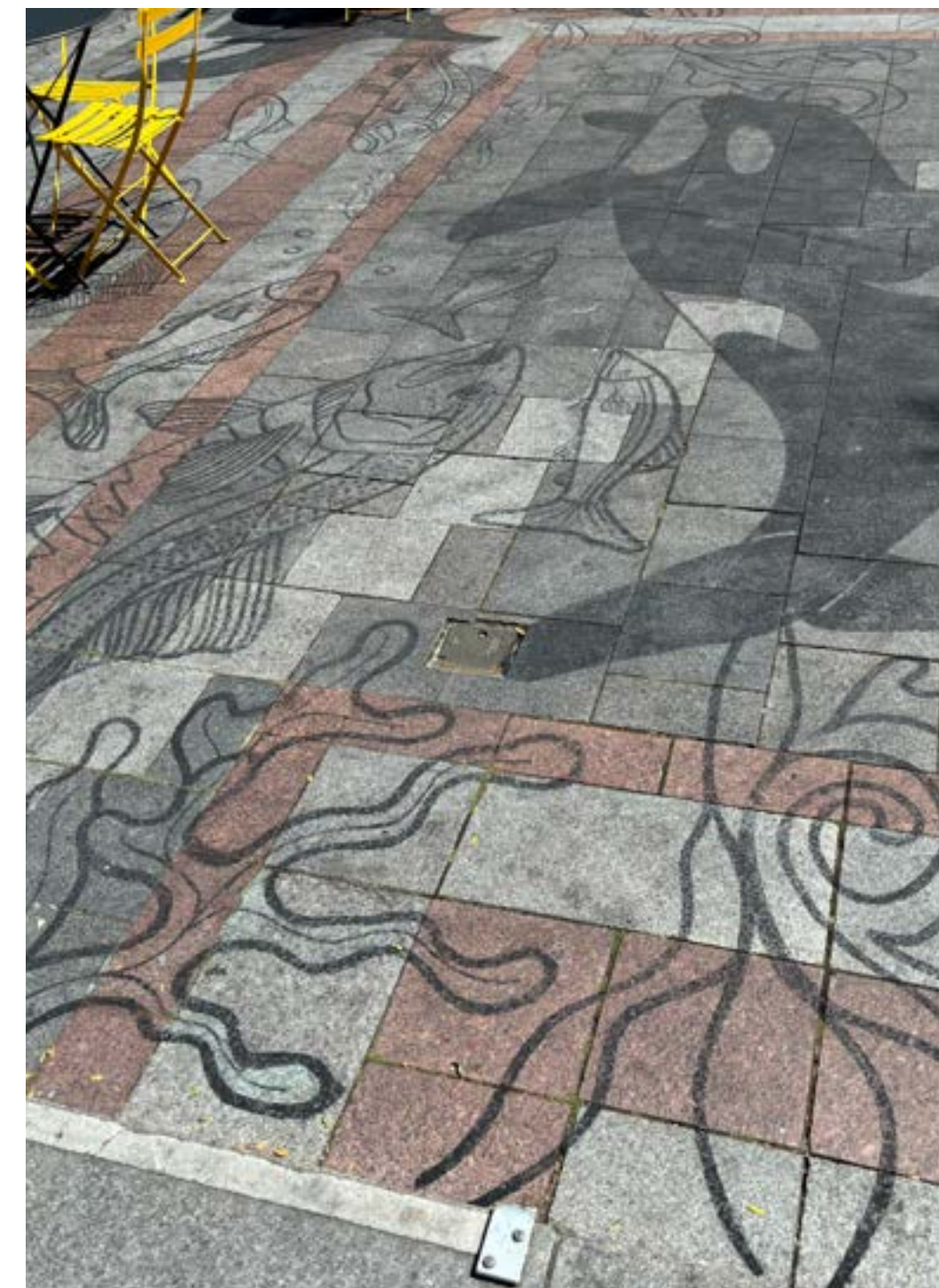
- Improve guest experience - foster human connections
 - Remove barriers for easy access.
 - Provide additional permanent seating areas.
 - Provide additional areas for plantings and seasonal interest.
 - Provide signage to explain what the Seven Hills art installation represents.
- Address safety needs
 - Provide better lighting at night.
 - Fix uneven pavement and preserve the basket weave pattern.
 - Provide more elements in the park to promote positive park use.
 - Continue to partner with local law enforcement and social programs to deter undesirable activities in the area.



Reimagine Westlake

PROJECT GOALS

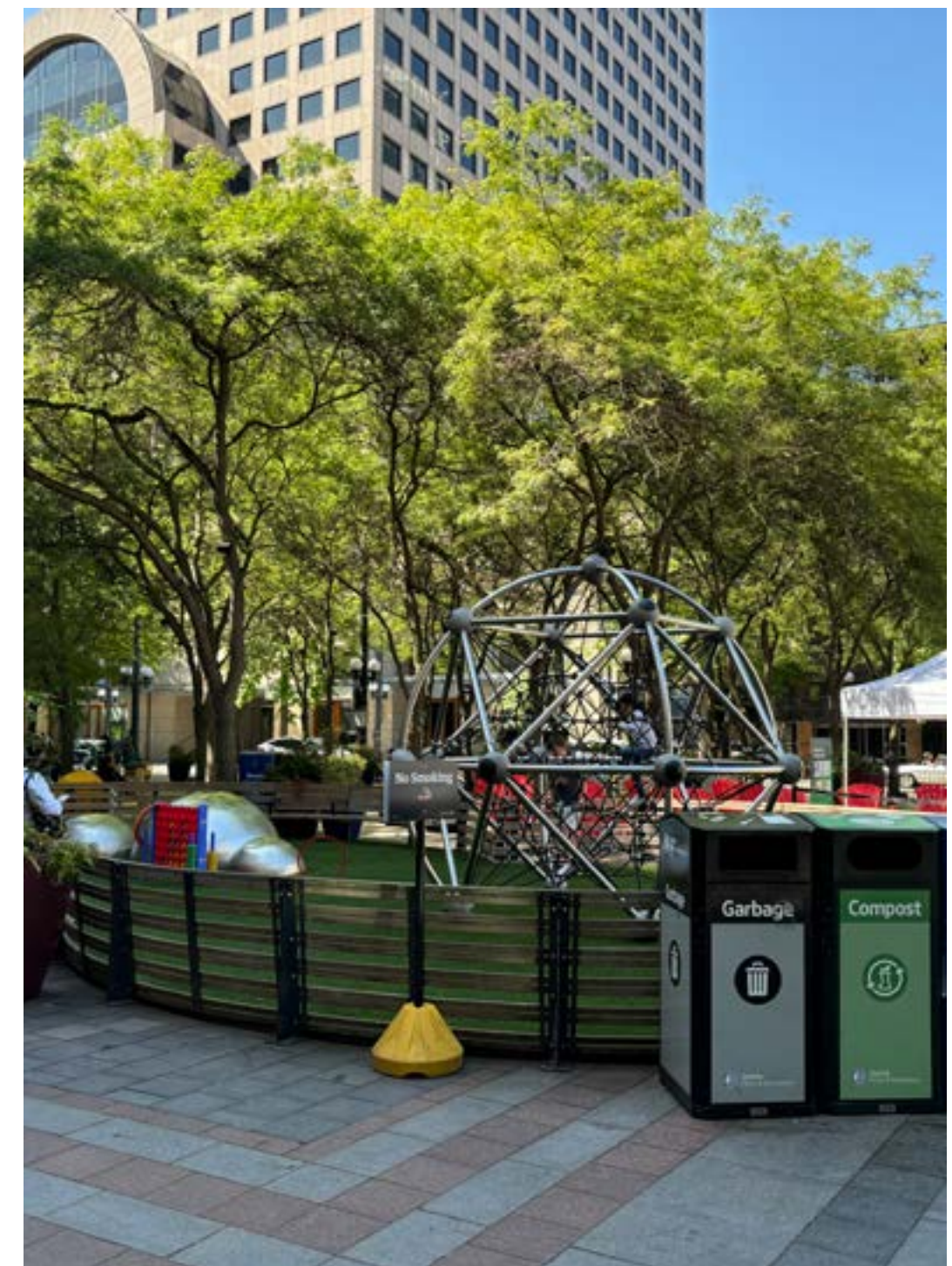
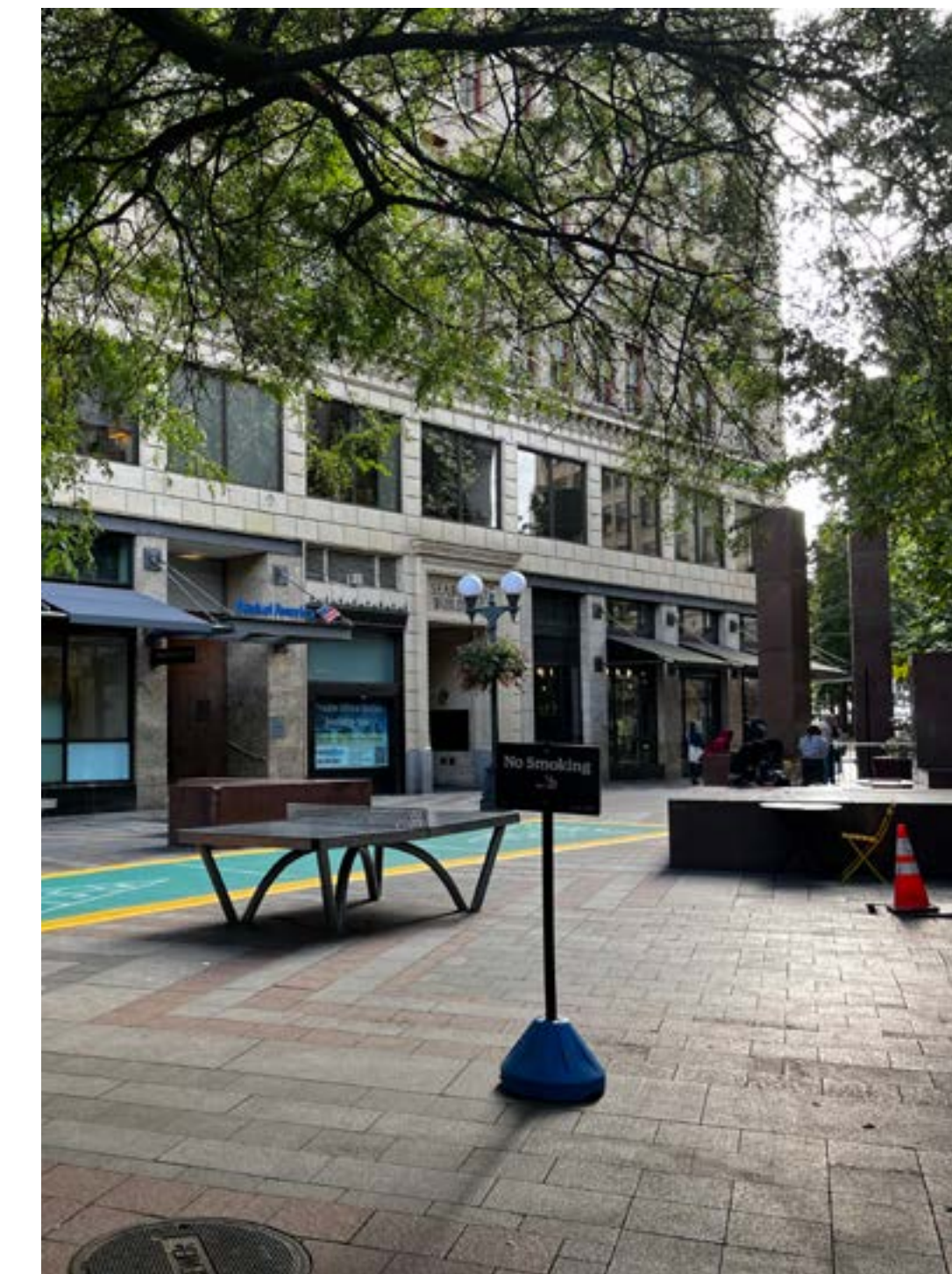
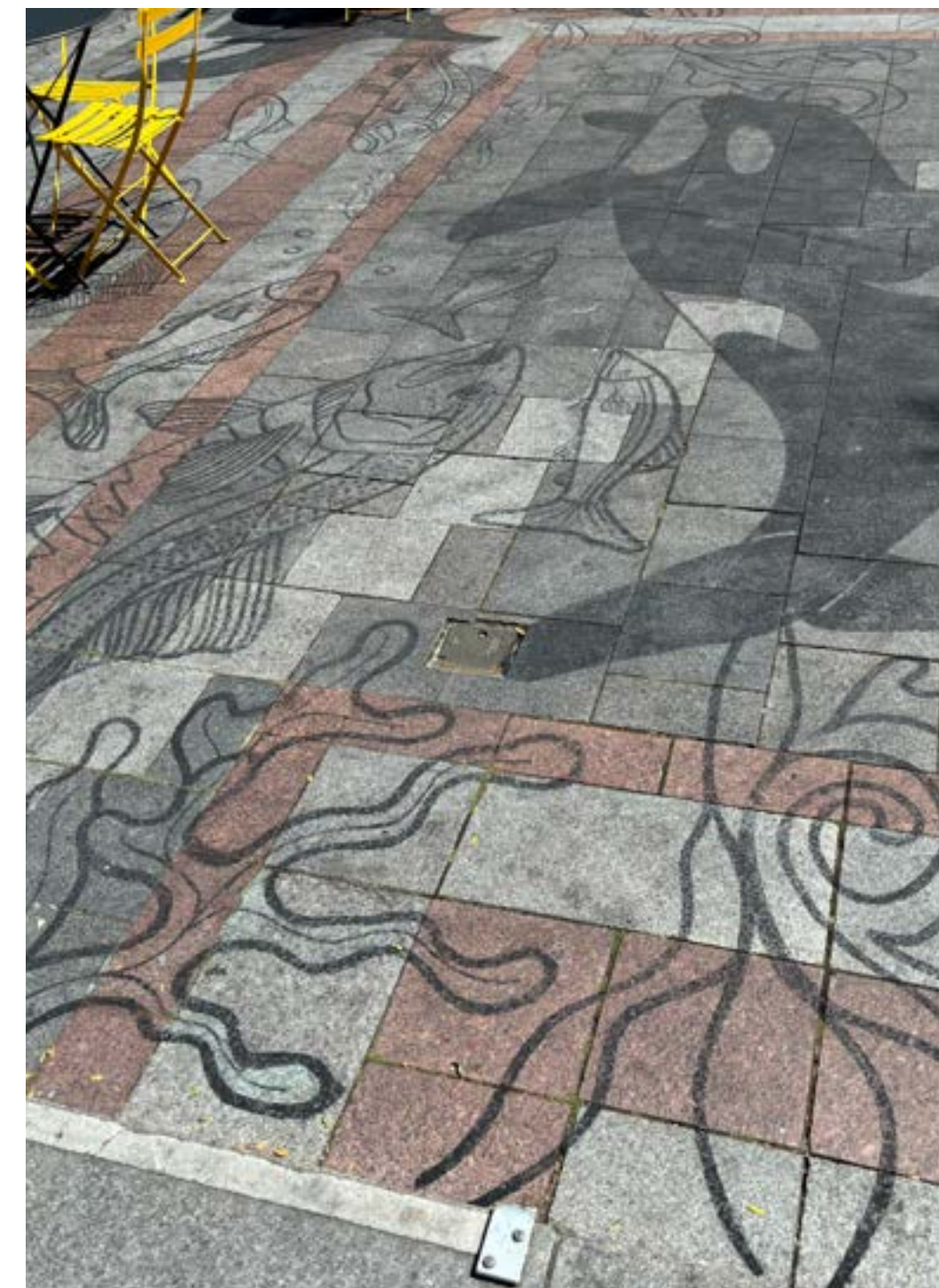
- Improve guest experience - foster human connections
 - Remove barriers for easy access.
 - Provide additional permanent seating areas.
 - Provide additional areas for plantings and seasonal interest.
 - Provide signage to explain what the Seven Hills art installation represents.
- Address safety needs
 - Provide better lighting at night.
 - Fix uneven pavement and preserve the basket weave pattern.
 - Provide more elements in the park to promote positive park use.
 - Continue to partner with local law enforcement and social programs to deter undesirable activities in the area.
- Create a more cohesive park space and experience.
 - Today the park feels like a series of spaces that are not well connected and can be difficult to walk through at times.
 - Find ways to allow flexible use of the space for all types of events.



Reimagine Westlake

PROJECT GOALS

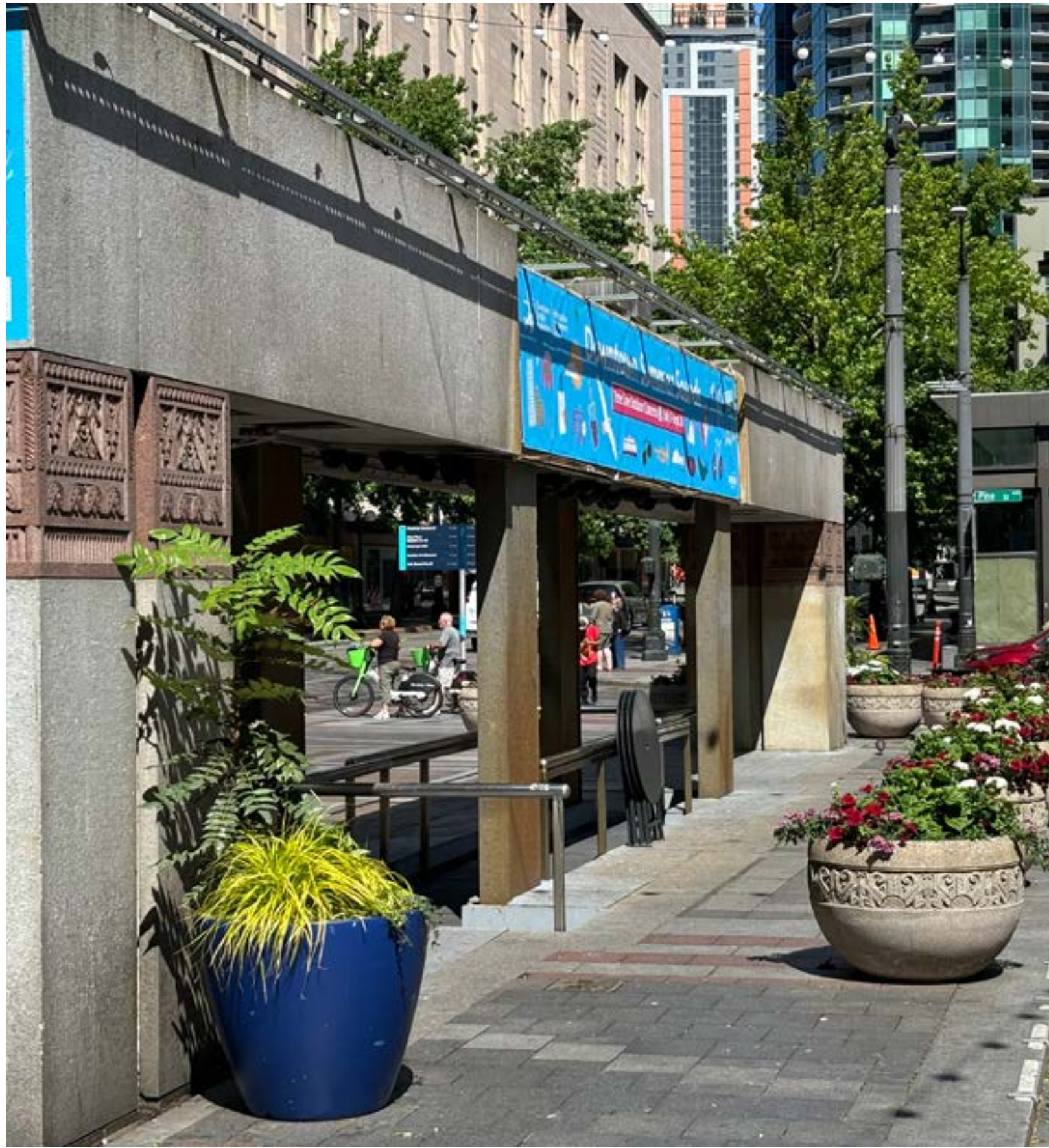
- Improve guest experience - foster human connections
 - Remove barriers for easy access.
 - Provide additional permanent seating areas.
 - Provide additional areas for plantings and seasonal interest.
 - Provide signage to explain what the Seven Hills art installation represents.
- Address safety needs
 - Provide better lighting at night.
 - Fix uneven pavement and preserve the basket weave pattern.
 - Provide more elements in the park to promote positive park use.
 - Continue to partner with local law enforcement and social programs to deter undesirable activities in the area.
- Create a more cohesive park space and experience
 - Today the park feels like a series of spaces that are not well connected and can be difficult to walk through at times.
 - Find ways to allow flexible use of the space for all types of events.
- Identify new facilities to support park programming for families and the neighborhood
 - Expand the play area to include a wider range of equipment for all ages.
 - Look for opportunities for partnering with surrounding buildings or agencies to provide public restrooms.



Reimagine Westlake

PROJECT GOALS

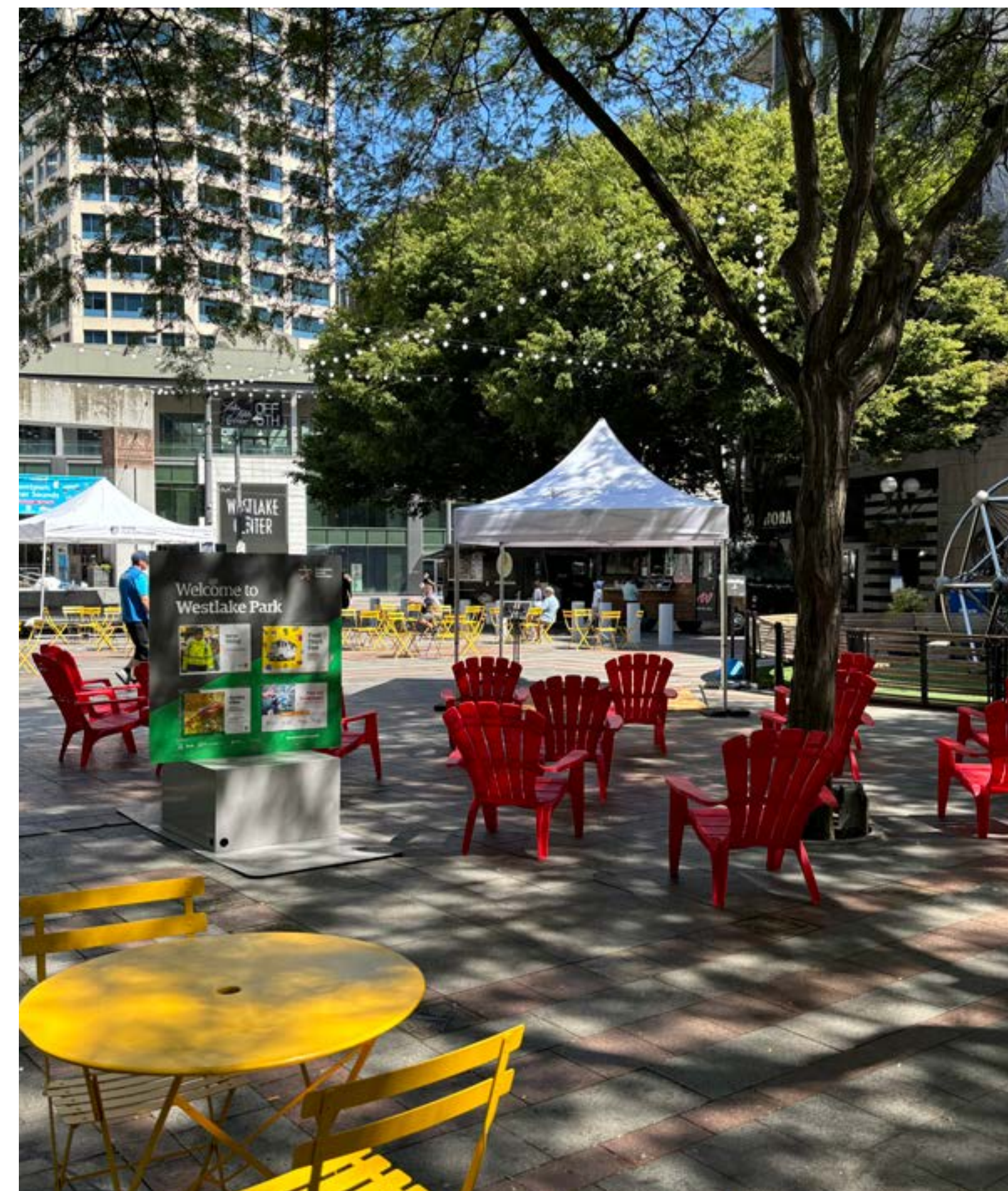
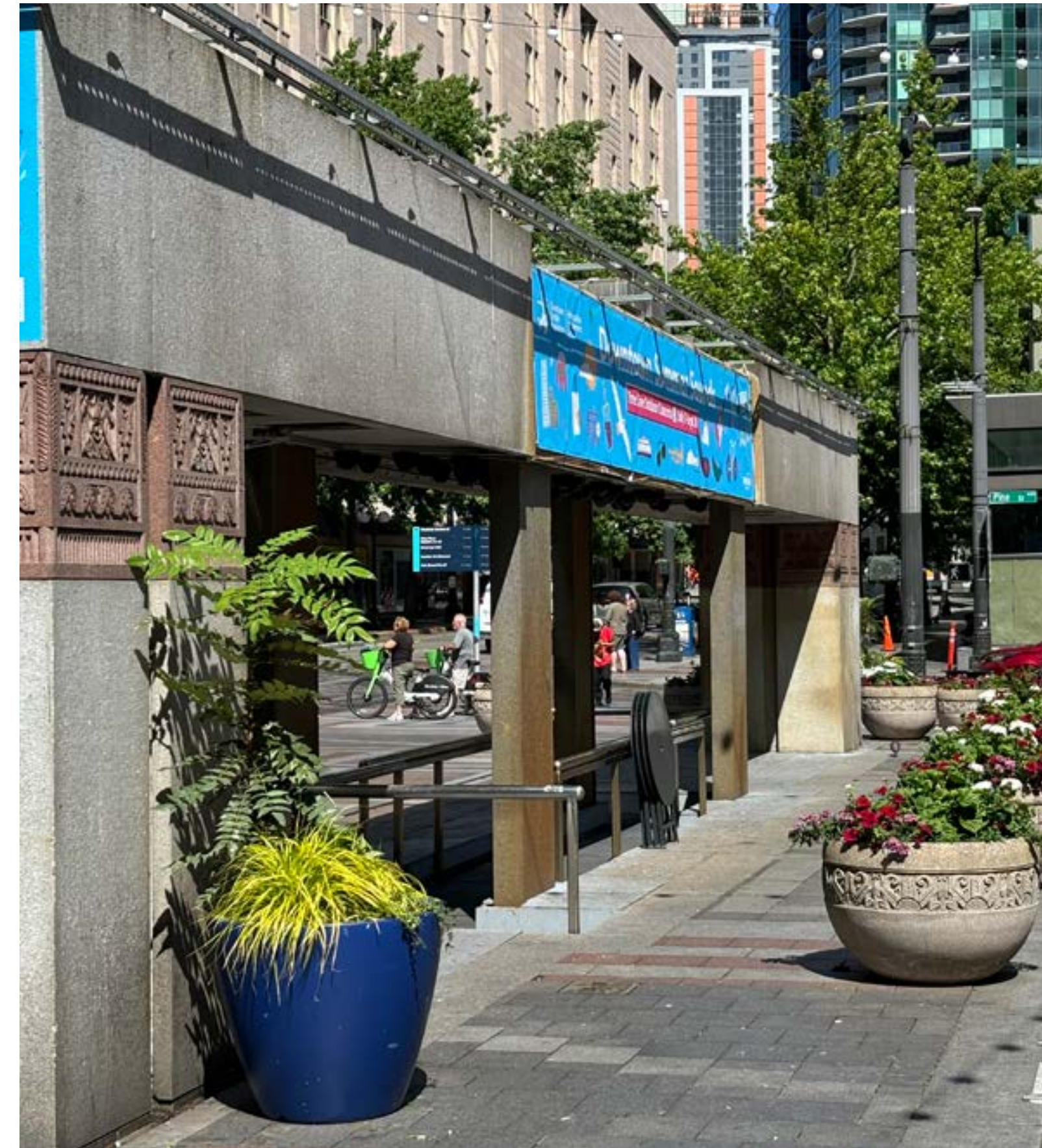
- Address aging infrastructure.
 - The electrical infrastructure is currently in a buried vault and is in poor condition. The equipment needs to be updated and moved above ground due to damp conditions below ground.
 - Many of the electrical outlets spread throughout the park are no longer working and need to be replaced.
 - Expand the tree wells to ensure tree health.
 - Remove the fountain that has reached the ned of its useful life.
 - Remove stage to allow the use of temporary stages that can be moved around the park and sized to the needs of each event.



Reimagine Westlake

PROJECT GOALS

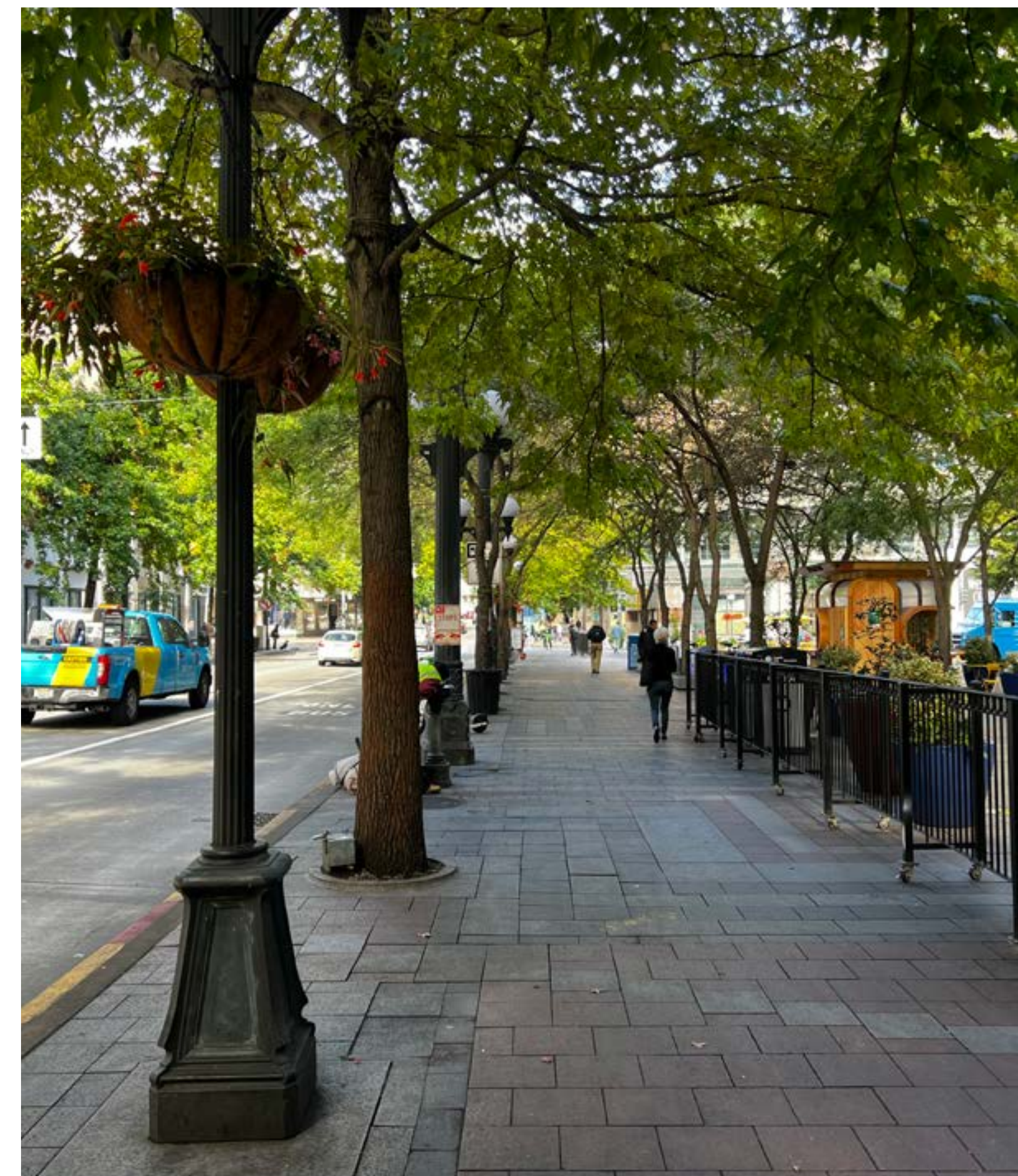
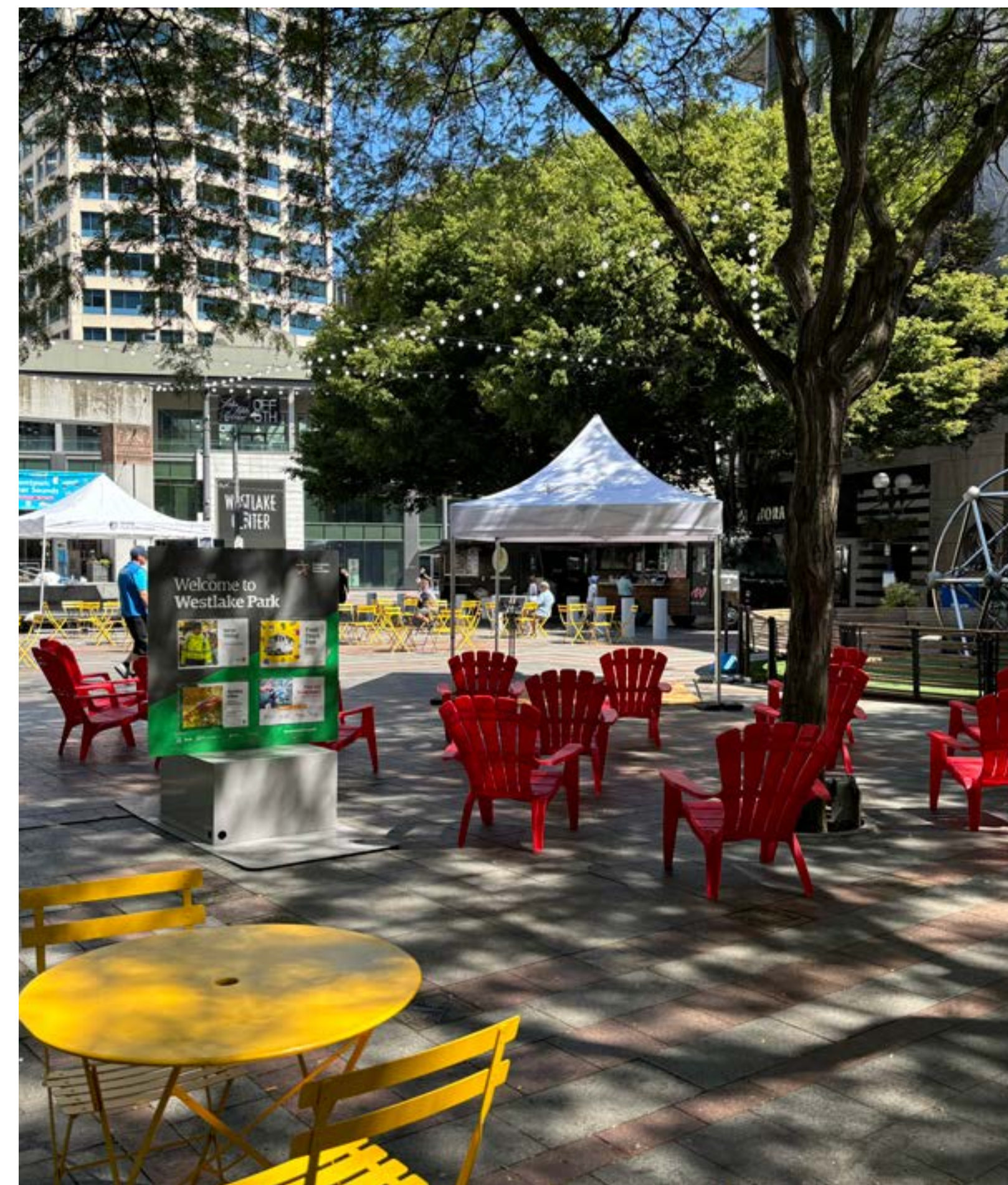
- Address aging infrastructure.
 - The electrical infrastructure is currently in a buried vault and is in poor condition. The equipment needs to be updated and moved above ground due to damp conditions below ground.
 - Many of the electrical outlets spread throughout the park are no longer working and need to be replaced.
 - Expand the tree wells to ensure tree health.
 - Remove the fountain that has reached the ned of its useful life.
 - Remove stage to allow the use of temporary stages that can be moved around the park and sized to the needs of each event.
- Identify activation strategies for World Cup 2026 & DSA program needs
 - Provide opportunities for temporary installations that promote World Cup 2026 and welcomes the world to Seattle.
 - Consider placement of temporary mini-soccer pitches along Pine Street or 4th Avenue.
 - Consider placing murals on surrounding buildings to enliven the space.
 - Look for opportunities to provide digital art and image projection that will support other activations of the space.



Reimagine Westlake

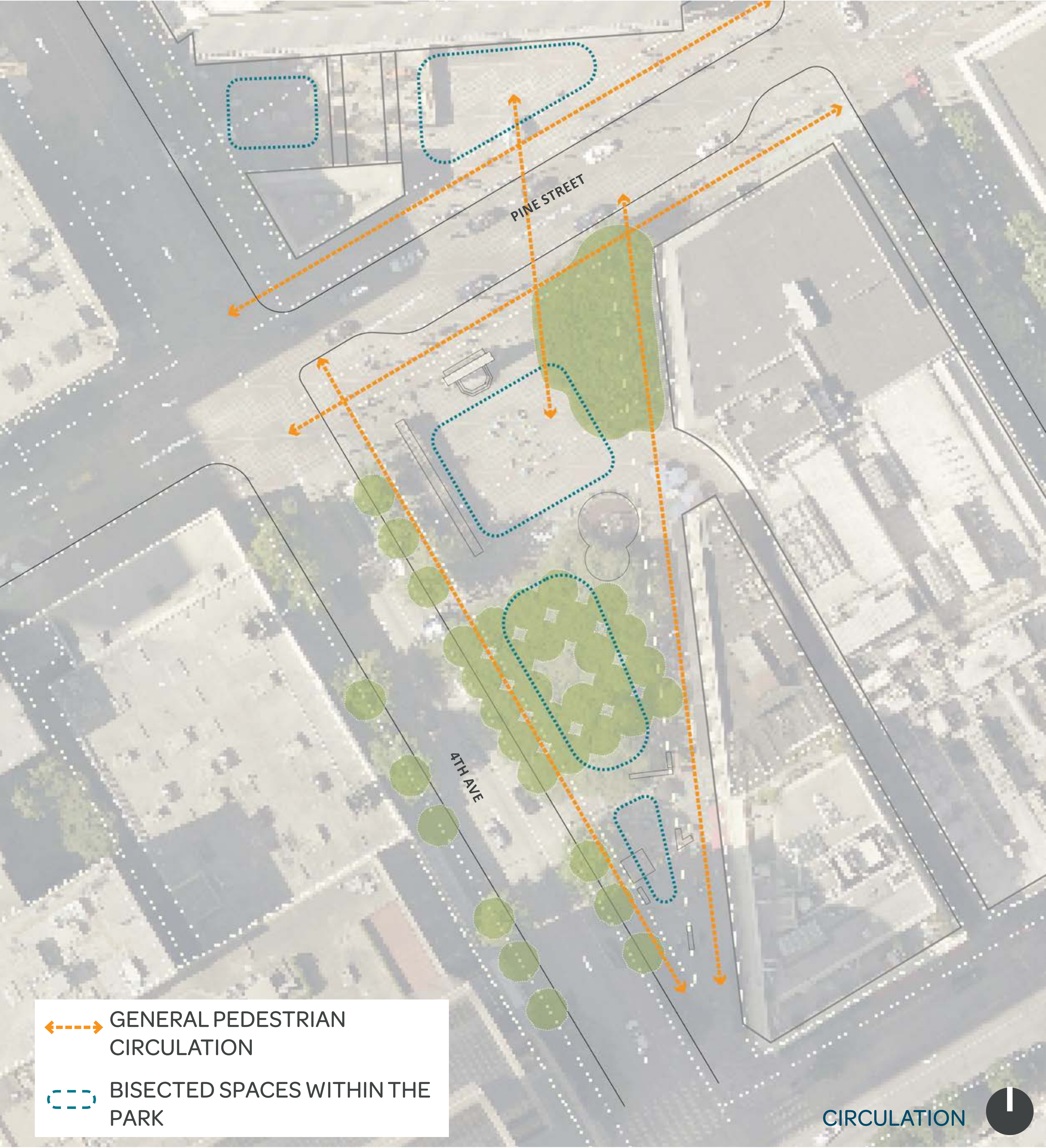
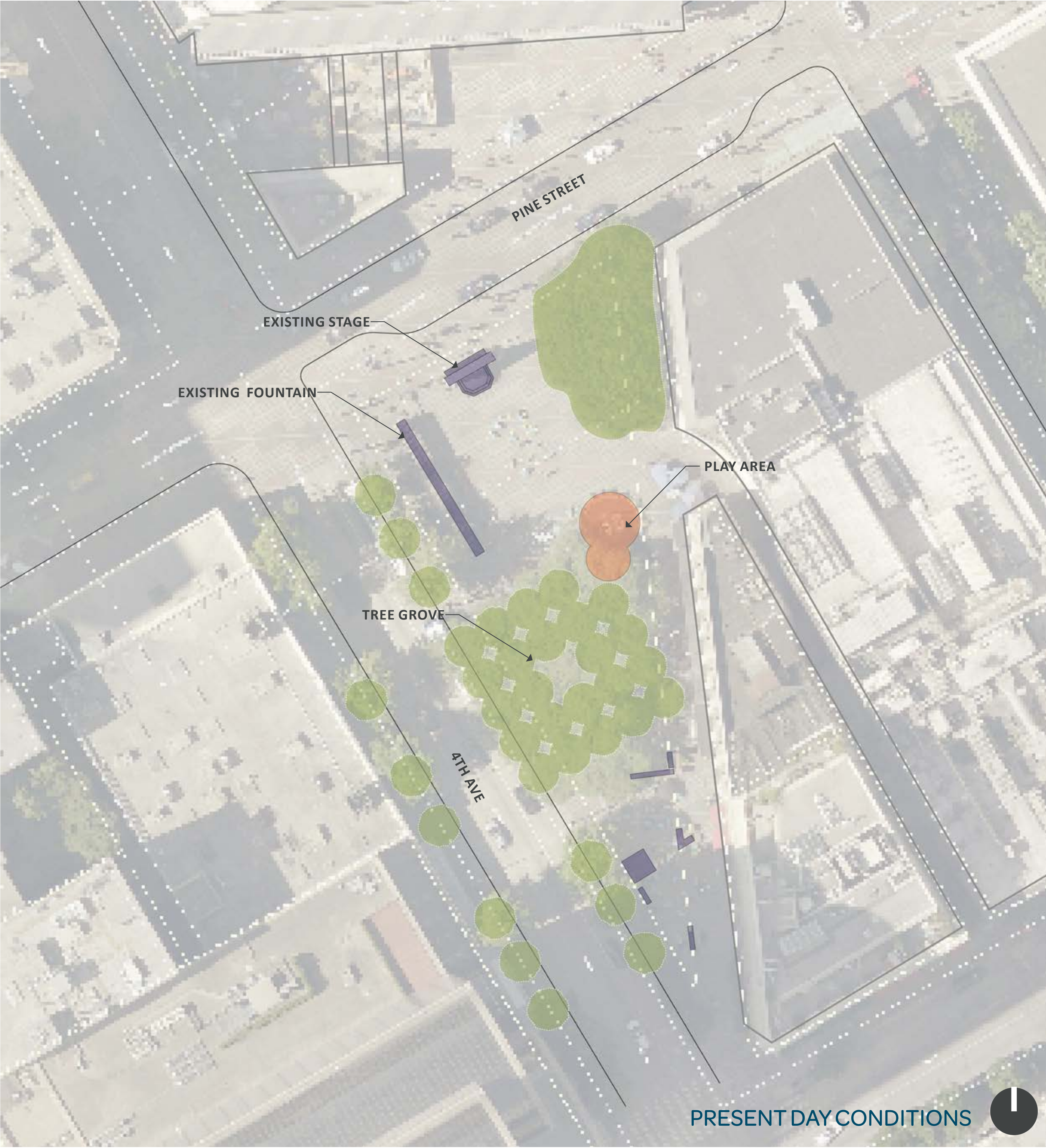
PROJECT GOALS

- Address aging infrastructure
 - The electrical infrastructure is currently in a buried vault and is in poor condition. The equipment needs to be updated and moved above ground due to damp conditions below ground.
 - Many of the electrical outlets spread throughout the park are no longer working and need to be replaced.
 - Expand the tree wells to ensure tree health.
 - Remove the fountain that has reached the ned of its useful life.
 - Remove stage to allow the use of temporary stages that can be moved around the park and sized to the needs of each event.
- Identify activation strategies for World Cup 2026 & DSA program needs
 - Provide opportunities for temporary installations that promote World Cup 2026 and welcomes the world to Seattle.
 - Consider placement of temporary mini-soccer pitches along Pine Street or 4th Avenue.
 - Consider placing murals on surrounding buildings to enliven the space.
 - Look for opportunities to provide digital art and image projection that will support other activations of the space.
- Set the stage for longer term improvements
 - Work with other city agencies for long term improvements in and around the retail core to continue supporting community use and economic development in the area.
 - Partner with Westlake Center north of Pine Street to coordinate use of the overall public space



Reimagine Westlake

EXISTING CONDITIONS



Reimagine Westlake

PARK OPPORTUNITIES



Summary Att 2 - Development Agreement
V1

Reimagine Westlake

WHAT WE HEARD

How often do you visit Westlake Park?



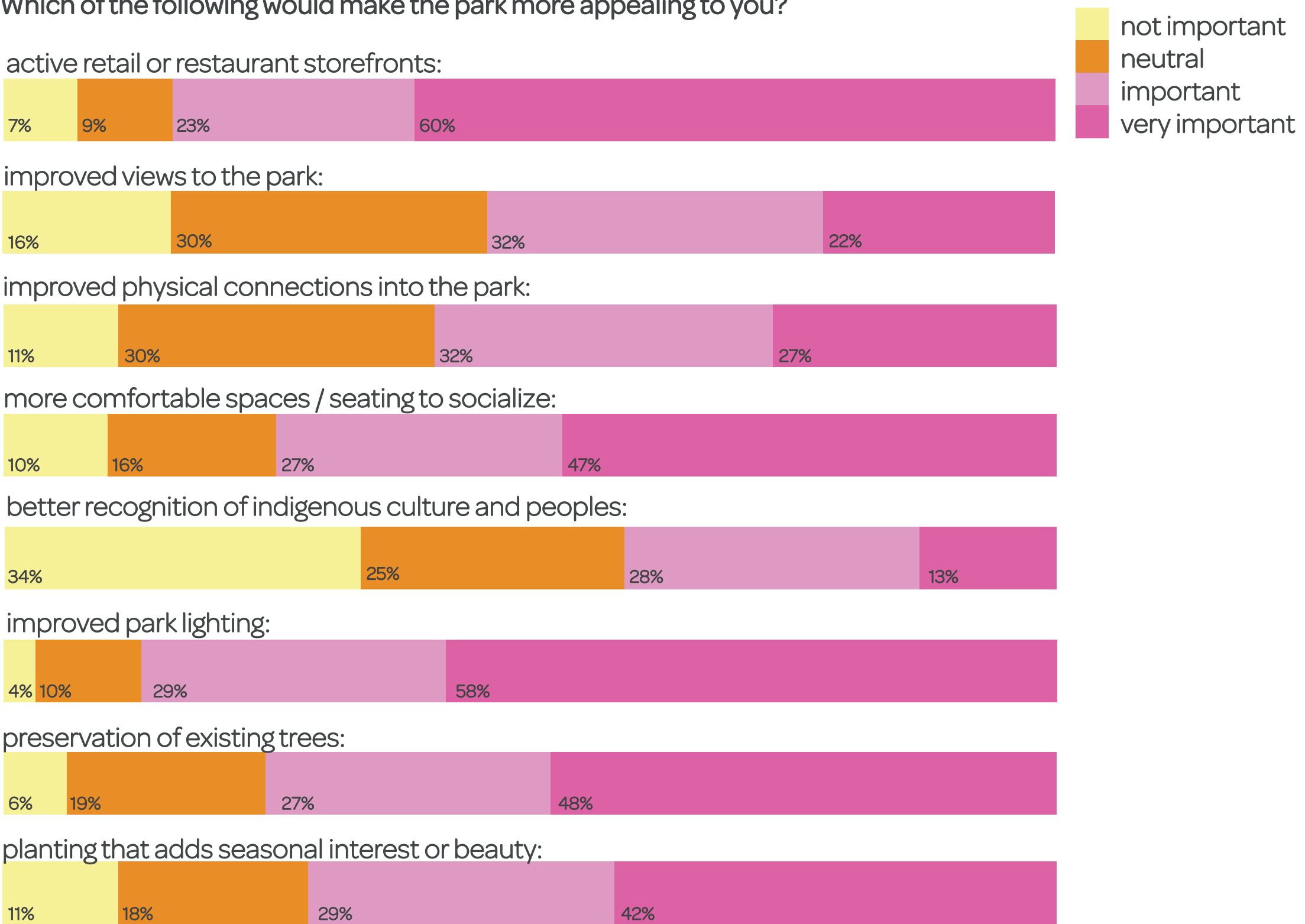
What describes your connection to downtown and Westlake Park?



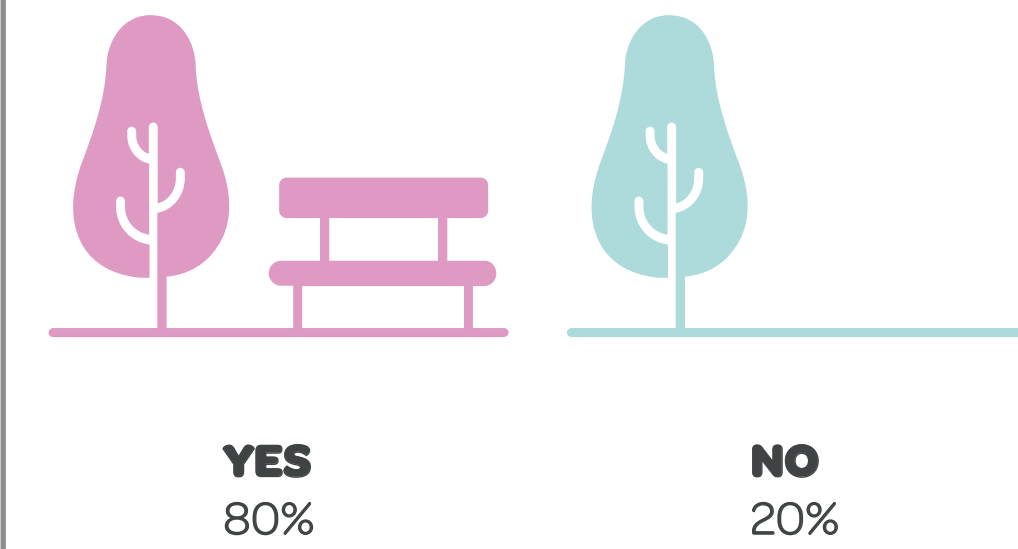
How would you like Westlake Park to serve the community?



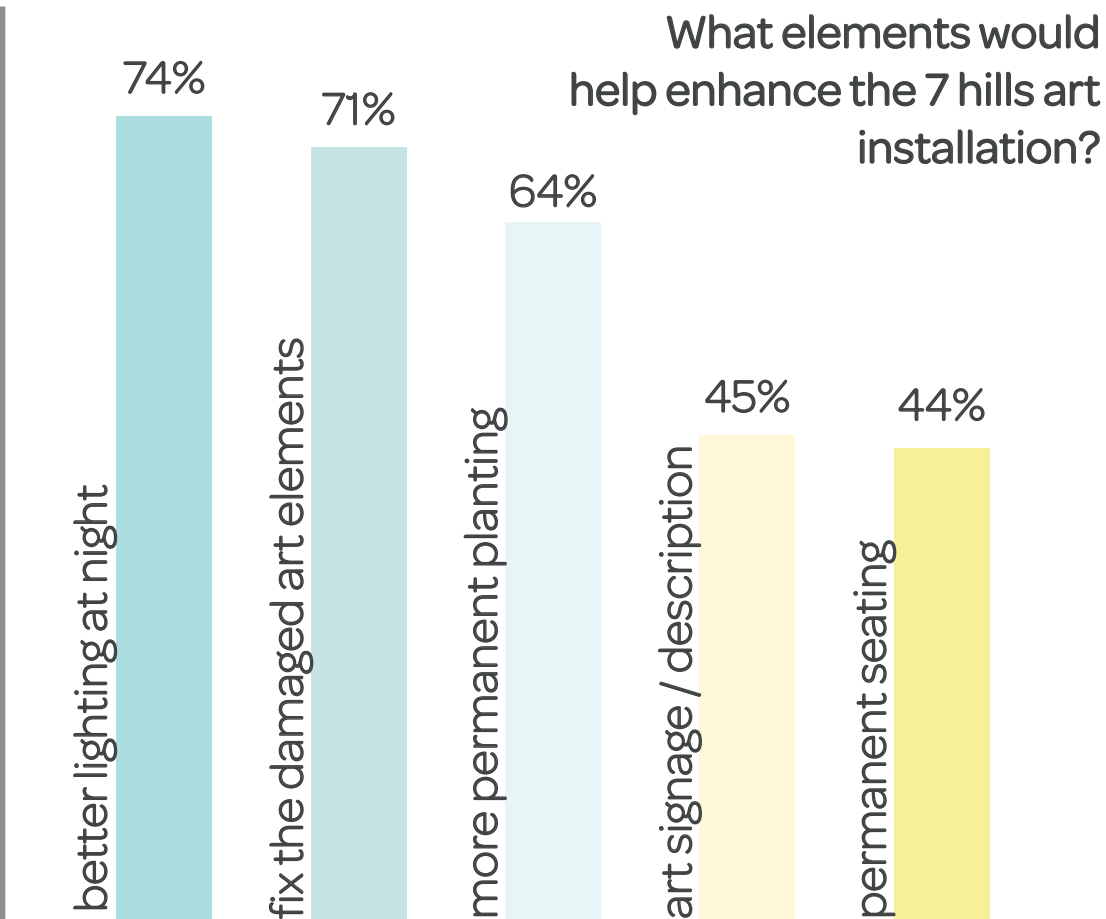
Which of the following would make the park more appealing to you?



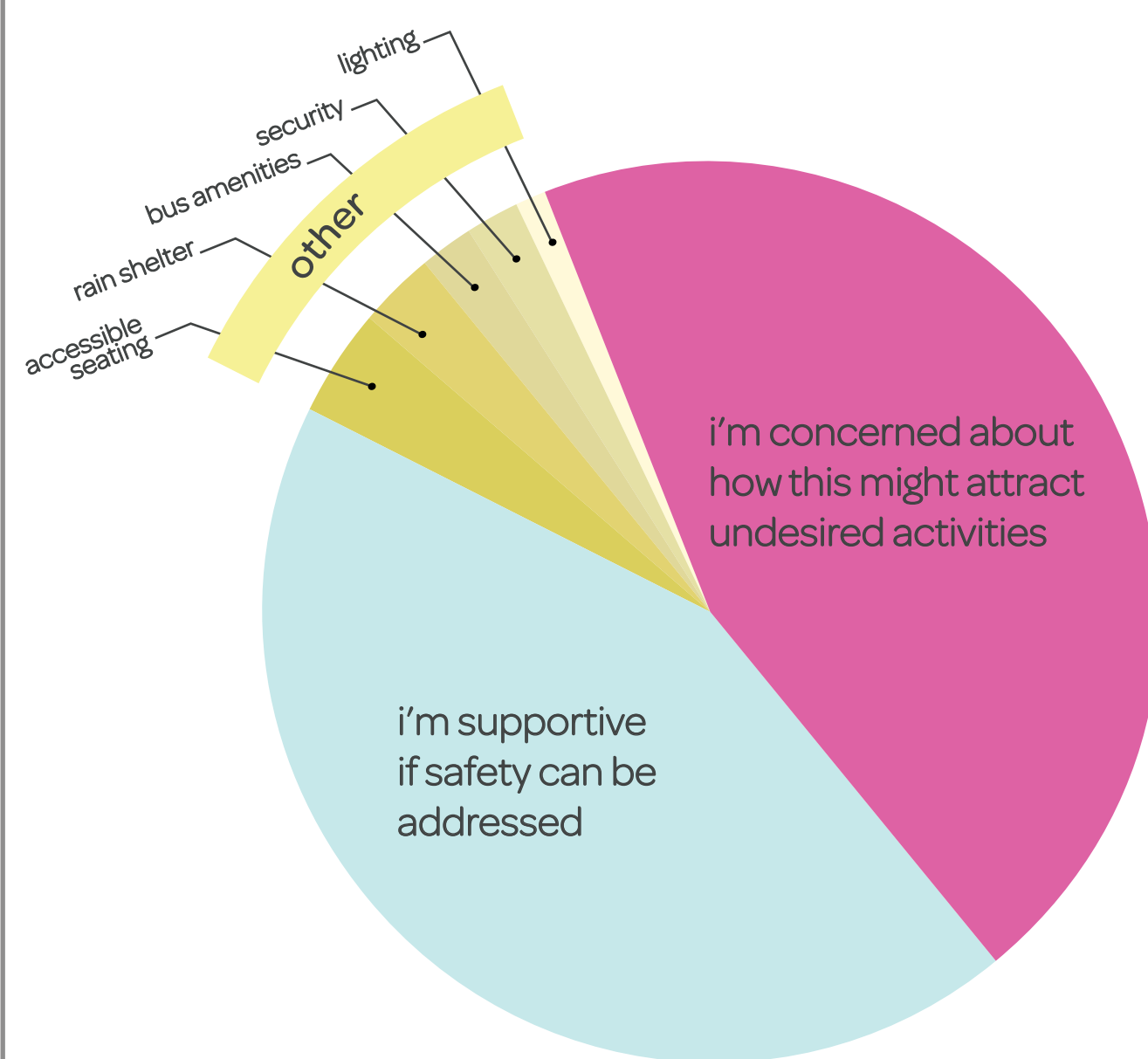
Are you supportive of more permanent benches within the tree grove?



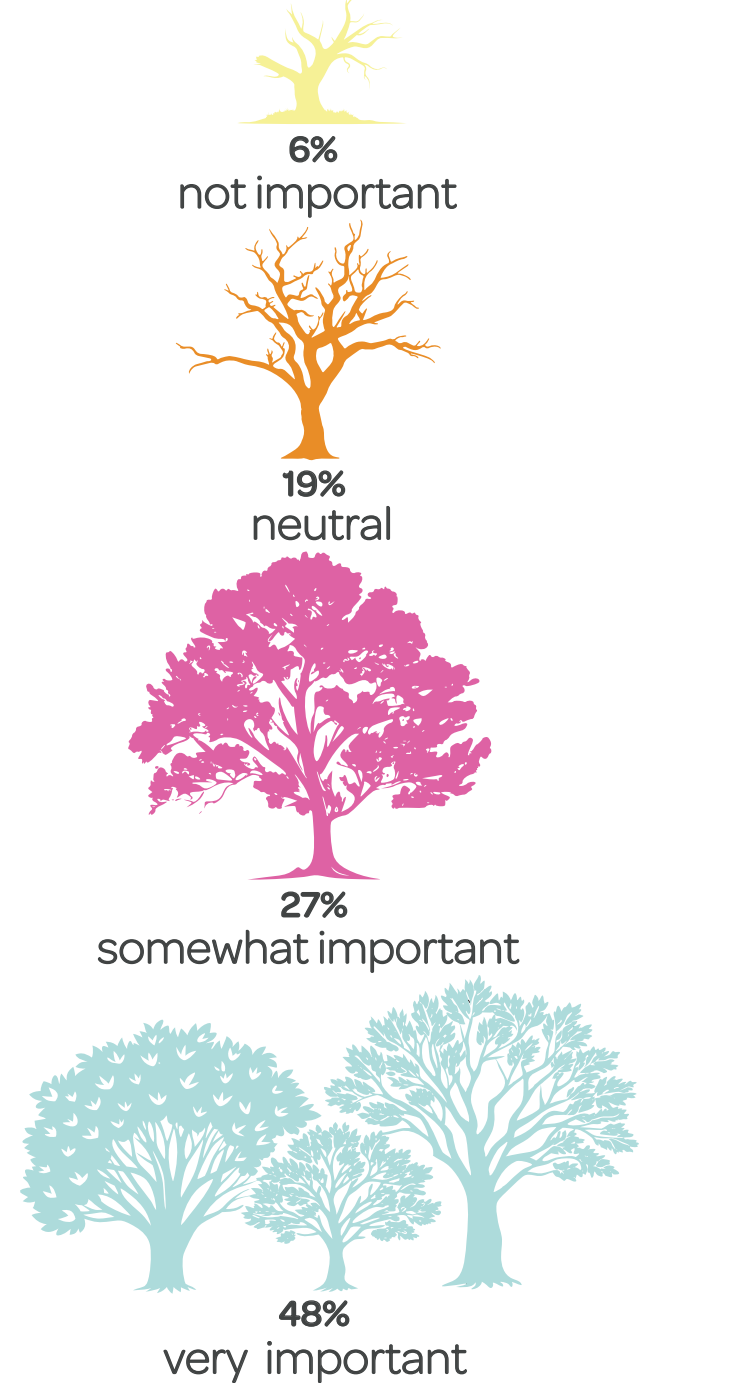
What elements would help enhance the 7 hills art installation?



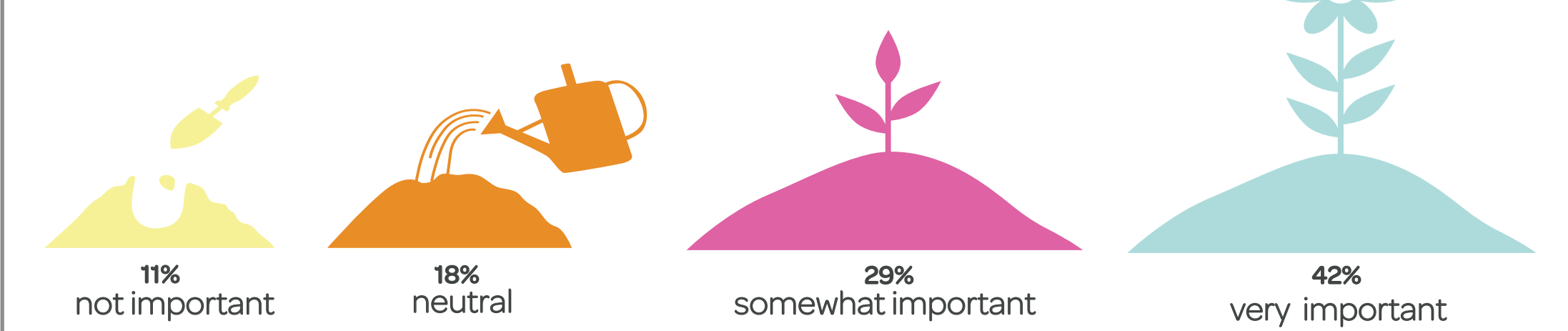
How do you feel about providing seating at the bus stop at Pine Street and 4th Avenue?



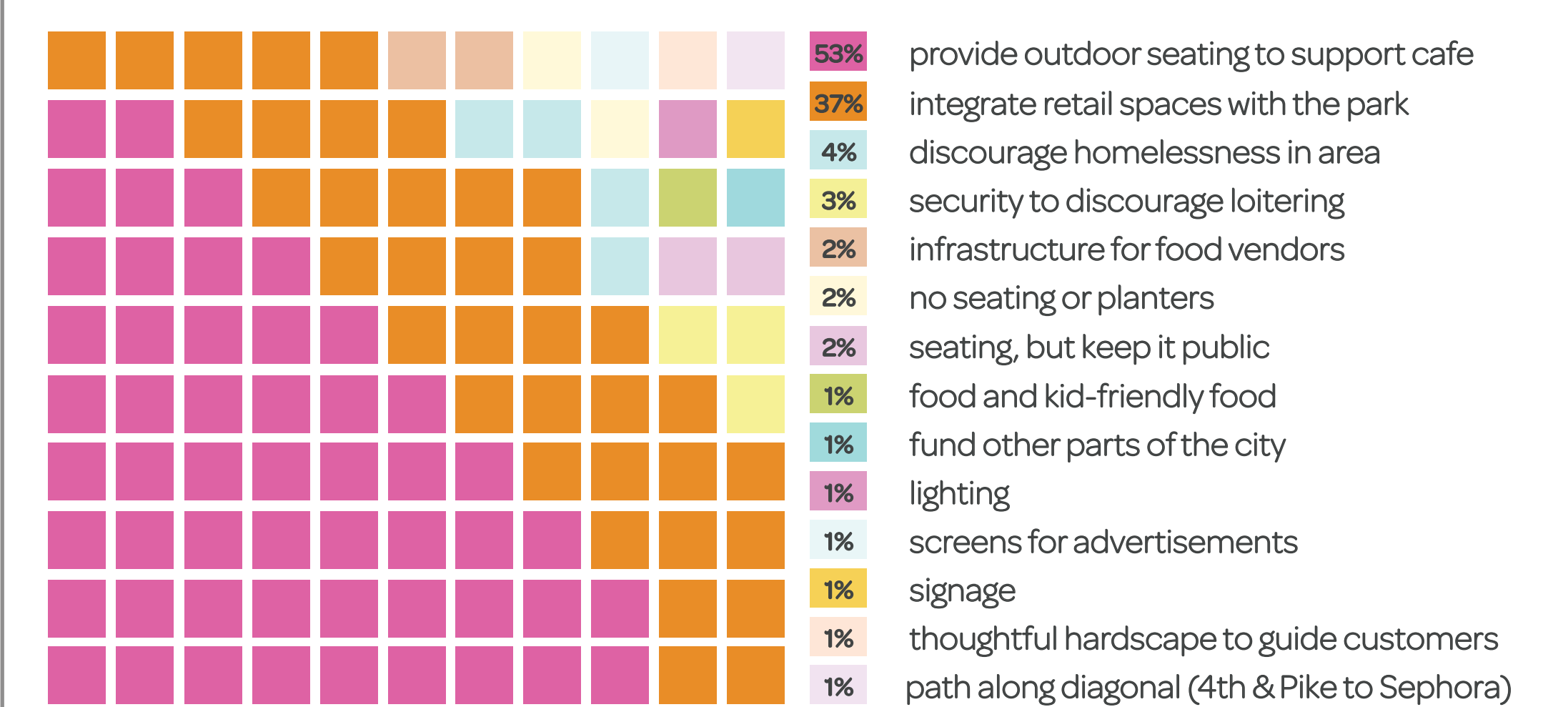
Preservation of existing trees?



Planting that adds seasonal interest / beauty?



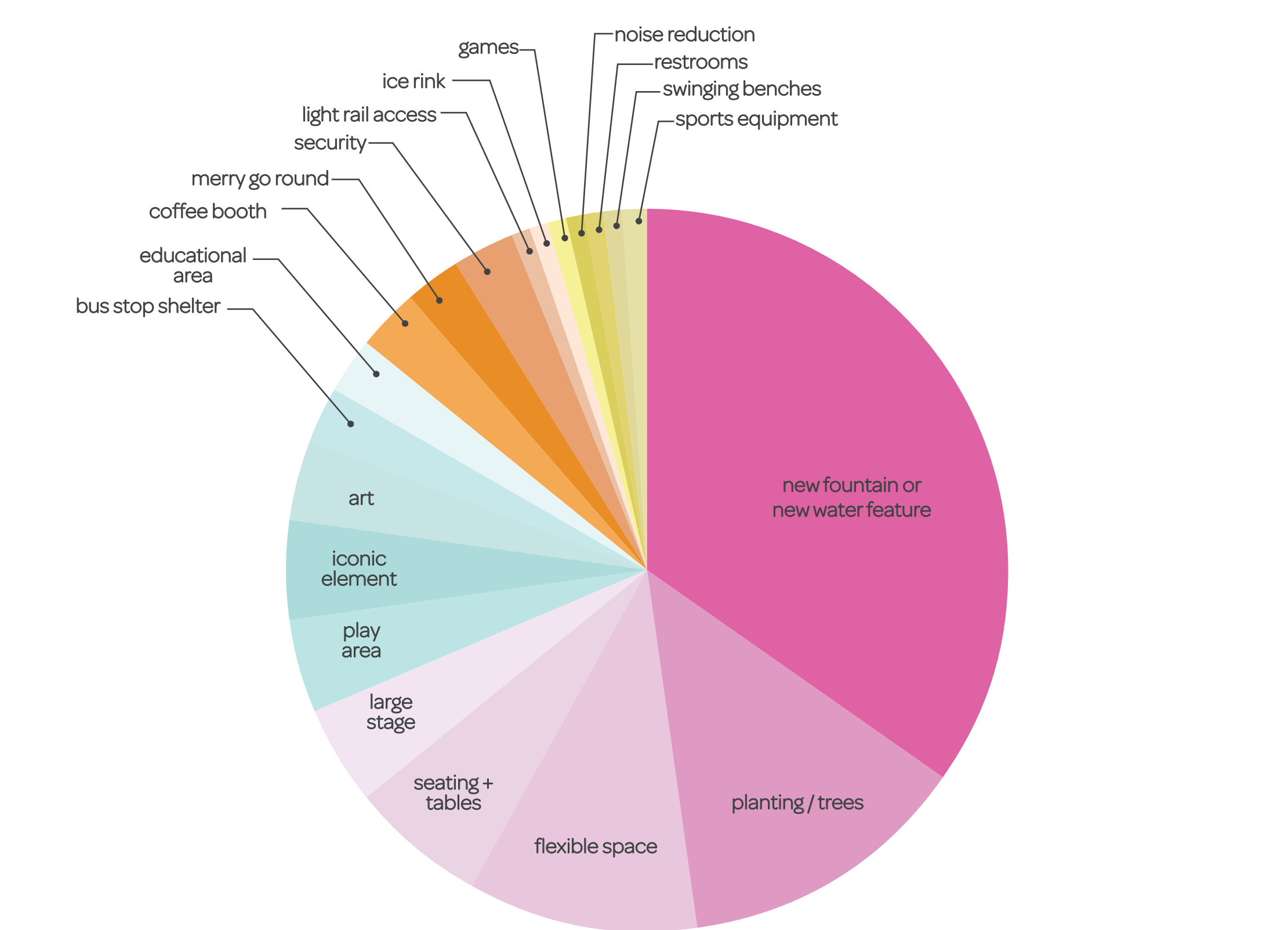
What is the most important to consider as we look to integrate park upgrades along the east edge of the site?



What elements would help make expanded play area successful?



The existing fountain has reached the end of its useful life and is proposed to be removed. Do you have considerations for what could replace it?



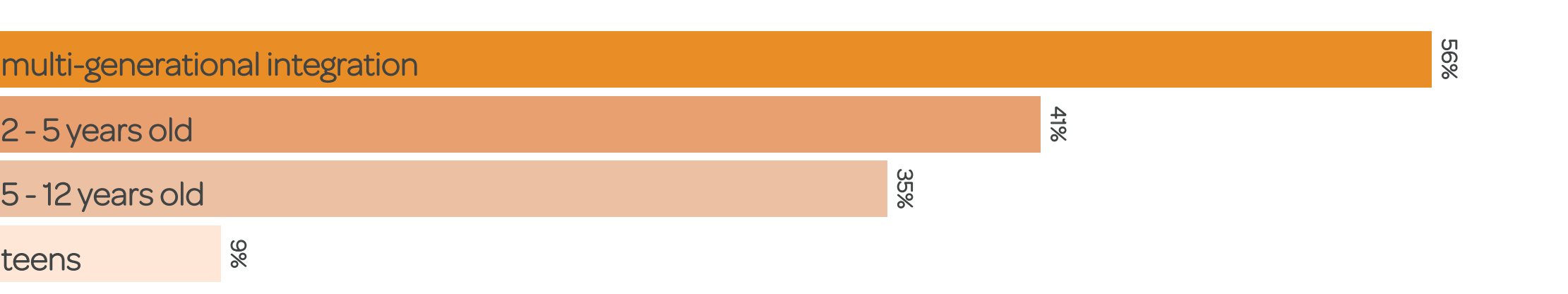
Do you believe an expanded play area would be a good addition at Westlake Park?



The existing stage is going to be removed. Any future events would use a temporary stage that could be set up in different areas of the park based on the needs of the special event. Do you support this idea?



What age groups should be accomodated?



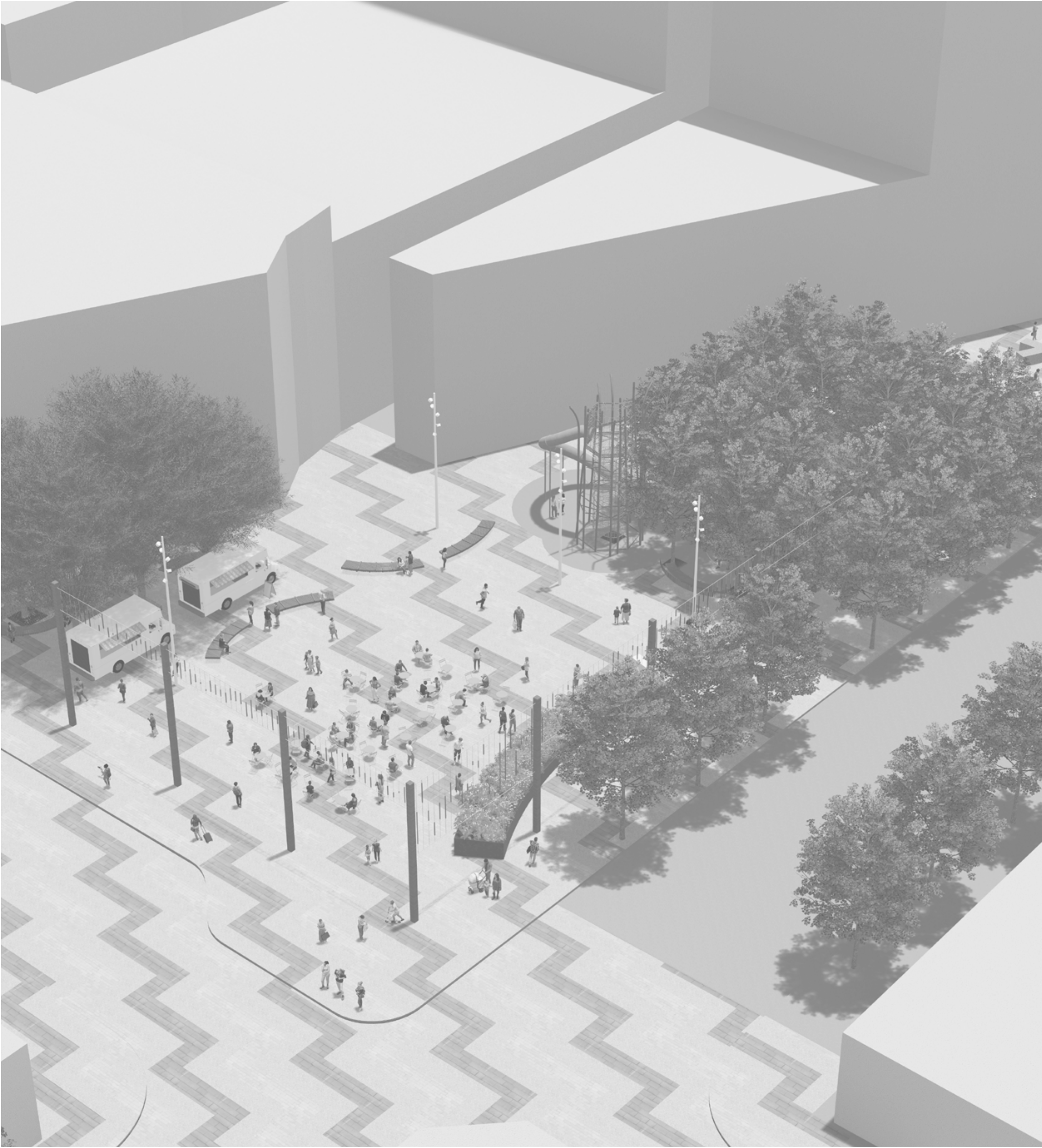
Reimagine Westlake

DESIGN IDEAS



Reimagine Westlake

DESIGN IDEAS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

STAGE



WESTLAKE PARK



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

STAGE



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

STAGE



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

MARKET



Reimagine Westlake

DESIGN IDEAS - BASE BID: OPEN PLAZA

MARKET



Reimagine Westlake

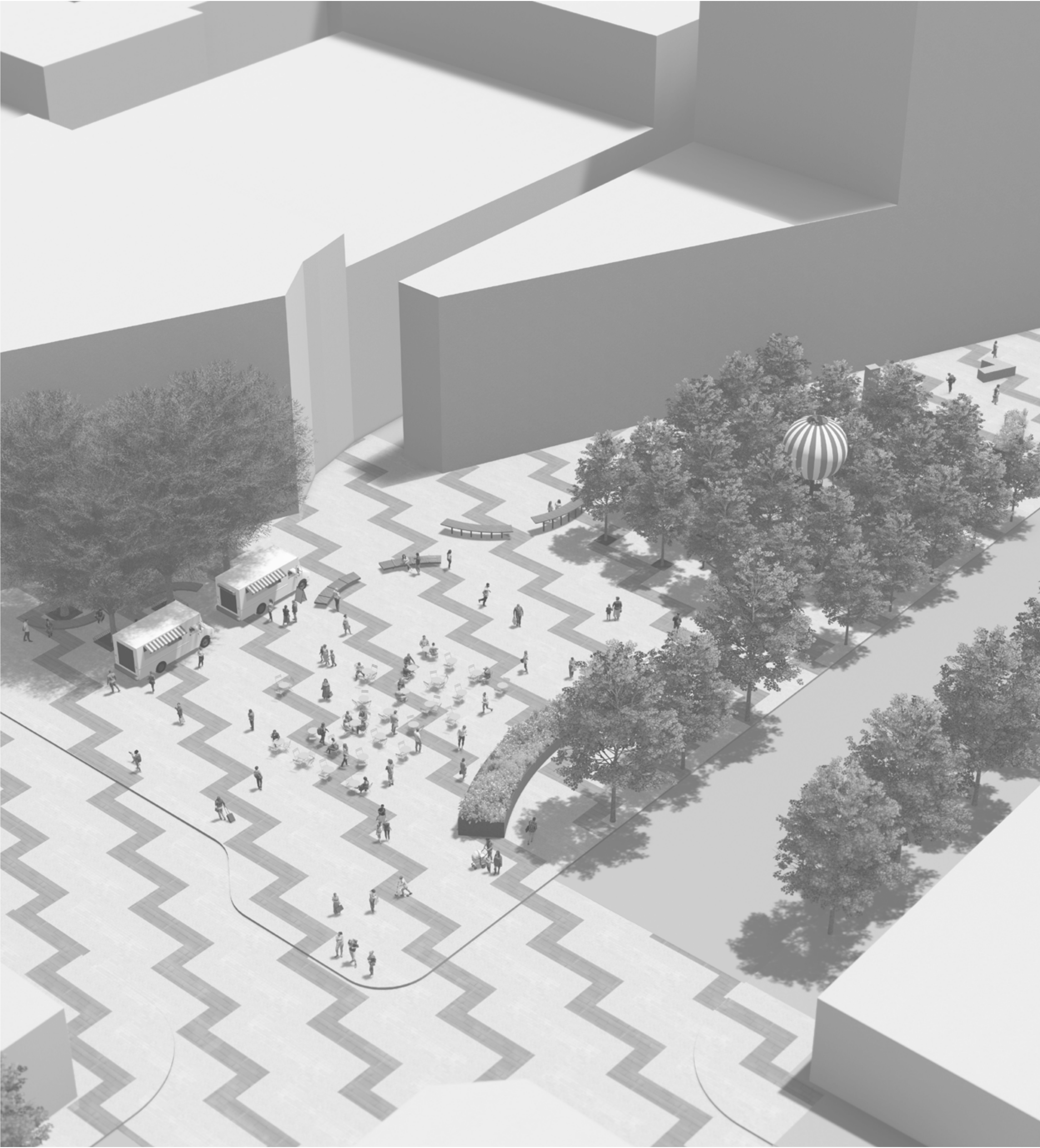
DESIGN IDEAS - BASE BID: OPEN PLAZA

MARKET



Reimagine Westlake

DESIGN IDEAS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

FOOD TRUCKS



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

STAGE



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

STAGE



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

MARKET



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

MARKET



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

MARKET



Reimagine Westlake

DESIGN IDEAS - VALUE ADD OPTION-PREFERRED: LIGHTING ELEMENT

MARKET



EXHIBIT D
REVOCABLE USE PERMIT

Attached on next page.



Seattle Parks & Recreation

Mail to:

Seattle Parks and Recreation
Attn: Property Management
Elliott Bay Office Park
300 Elliott Avenue West, Suite 100
Seattle, WA 98119

Revocable Use Permit Application for Non-Park use of park property

Permit Applicants Information

Date: _____

Applicant Name: _____

Organization /Business Name: _____

Address: _____
Street Address Suite/Unit#

City State Zip

Phone: _____ Email: _____

Name of Park or Facility: _____

Parcel Number/Address: _____

Explain fully how you wish to use park property as defined by the questions below. Attach additional sheets if necessary. The average processing time for permits is a minimum 4 – 6 weeks.

What Type of Work Will You be Doing? (Check all that apply)

<input type="checkbox"/>	Environmental Research	<input type="checkbox"/>	Construction Work
<input type="checkbox"/>	Forestry/Tree Work	<input type="checkbox"/>	Survey work
<input type="checkbox"/>	Encroachment Removal	<input type="checkbox"/>	Utility Work

Logistics:

Will equipment or materials be staged on park property? YES NO
☐ ☐

Proposed Project Time Frame

Start Date: _____ End Date: _____

Consecutive number of days needed to complete the project: _____

1. **What is the scope of work? Include diagrams, drawings etc.** (Attach additional sheets if necessary)

“Stewardship – Equity – Accessibility”

2. What kind of equipment will you use (weight, size etc)?

3. How will you access the Permit work area? (Describe and include a route map).

4. Where will you need to occupy park property? Include maps, survey drawings etc.

5. How will your temporary use/occupancy limit or restrict public access and use of the park/facility?

“Stewardship – Equity – Accessibility”

Permittee Responsibilities

Insurance Requirements

Permittee shall, at no cost to the City, maintain at all times during the Permit Period Commercial General Liability (CGL) and Automobile Liability insurance with minimum limits of \$1,000,000 each occurrence combined single limit bodily injury and property damage. CGL and Automobile liability insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability with the CGL insurance policy including an ISO CG 20 12 additional insured endorsement or its equivalent designated or blanket additional insured policy provision.

Certification of Insurance, including an attached actual copy of the CGL additional insured policy provision, shall be issued to "The City of Seattle, Seattle Parks and Recreation, 300 Elliott Ave W, Suite 100, Seattle, WA 98119" and approved by the City prior to the issuance of the Permit. If you have questions, contact Parks Property and Acquisition Services at Jeanette.Geiger@seattle.gov or 206-233-7928.

Be sure to include: (Check all that apply)

- ☐ Site Plan
- ☐ Tree/Landscaping Restoration Plan

Does your work require permission from other Gov't agencies?

Provide copies of other permits.

- ☐ SDOT (Seattle Department of Transportation)
 - Street Use & or Parking Permit
 - Traffic/Pedestrian Control Plan (For arterial and high impact areas)
- ☐ SDCI (Seattle Dept of Construction & Inspections)
- ☐ Washington State Dept of Labor & Industries
- ☐ US Army Corps of Engineers

Fees and disclaimer

Revocable Permits to Use or Occupy Park Property, commonly called **Revocable Use Permits (RUP)**, are issued by the Superintendent of Parks and Recreation, under authority of Seattle Municipal [Code \(SMC\) Title 18](#), for **various non-park uses of City of Seattle public park land**. Permits are **revocable upon thirty (30) days notice** or immediately upon failure of the Permittee to comply with the terms and conditions of the Permit. **Unauthorized use of park property, including failure to apply for and obtain a Revocable Use Permit, is unlawful and subject to enforcement actions or other remedies as specified in [SMC 18.30](#) or other applicable law.**

Application fee (non-refundable): \$200

Limited Term Permit: Min \$325 for one day or \$250 per day for 2 or more days.

Continuing Use Permit: determined by formula OR \$650 minimum, whichever is greater. [Refer to Fee Schedule](#)

Inspection and monitoring fee(s): \$200 per hour

Processing/Review Charges: \$130 per hour (cost of staff time in excess of two hours)

MAKE CHECKS PAYABLE TO: Seattle Parks and Recreation

Here is the link to the Parks Revocable Use Permit application and Fee Schedule:

<http://www.seattle.gov/parks/reservations/ParkPropertyUse.htm>

In addition to the application fee and the permit fee (if a permit is issued), there will be other requirements, including evidence of insurance, liability waiver, restoration of park property. Additional requirements will be determined on a case-by-case basis. If you have any questions, please contact Parks Property and Acquisition Services at Jeanette.Geiger@seattle.gov or call 206-233-7928 or (fax) 206-233-7038.

Signature

I certify that my answers are true and complete to the best of my knowledge. False or misleading information in my application will result in revocation or denial of my permit.

Print Name _____

Date: _____

Signature: _____

Office Use Only RUP# _____

"Stewardship – Equity – Accessibility"