



Spokane Park Board Agenda

3:30 p.m. Thursday, June 11, 2026

In-person: Council Chambers, lower-level City Hall

Webex virtual meeting: Call in: 408-418-9388; Access code: **2497 045 2726**

Park Board Members:

Bob Anderson – President

Barb Richey – Vice President

Garrett Jones – Secretary

Greta Gilman

Sally Lodato

Gerry Sperling

Doug Kelley

Lindsey Shaw

Lee Williams

[Vacant]

[Vacant]

Paul Dillon – City Council Liaison

Agenda

1. ***Call to order / Roll call:*** Bob Anderson
2. ***Additions or deletions to the agenda***
3. ***Public comment***
4. ***Consent agenda:***
 - A. Administrative/committee-level items:
 - 1) [May 8, 2026, special Park Board meeting minutes](#)
 - 2) [May 14, 2026, regular Park Board meeting minutes](#)
 - 3) [Claims – May 2026](#)

- 4) Delk Management, LLC. / Cannon Hill Park Irrigation Replacement Construction (\$325,000.00 + tax & 10% administrative reserve) - Nick Hamad
- 5) Avista Corporation / Meadowglen Park General Construction Agreement (\$171,946.39) - Nick Hamad
- 6) Arete Structures, LLC / Meadowglen Park Development Pedestrian Bridge Purchase (\$125,614 plus applicable tax) - Berry Ellison
- 7) Housing & Homeless Services / MOU for CDBG Funded Park Improvements (\$266,667 revenue) - Nick Hamad
- 8) Approval to purchase new or used golf equipment NTE \$300,000 – Mark Poirier
- 9) Continuation of Parks Enterprise Fleet Program – Rich Lentz
- 10) Naming Rights List Update – Fianna Dickson

5. **Special guests:**

A. None

6. **Financial report and budget update:** Rich Lentz

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

A. Special action items: None

B. Special discussion items:

- 1) Parks administration update – Rich Lentz and Nick Hamad

8. **Committee reports / Action items:**

Urban Forestry Tree Committee: June 2, 2026 – Lindsey Shaw

A. Action items: None

Land Committee: June 3, 2026 – Greta Gilman

A. Action items: Four of four items are presented on the consent agenda.

Recreation Committee: June 3, 2026 – Sally Lodato

A. Action items: None

Riverfront Park Committee: June 8, 2026 – Gerry Sperling

A. Action items: None

Golf Committee: June 9, 2026 – Barb Richey

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

Finance Committee: June 9, 2026 – Bob Anderson

A. Action items: Two of two action items are presented on the consent agenda.

Development & Volunteer Committee: The DVC does not meet in June. – Lee Williams

A. Action items: None

9. **Reports:**

A. President – Bob Anderson

B. Liaisons:

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

C. Director – Garrett Jones

10. **Executive session:**

A. None

11. **Correspondence:**

A. None

12. **Adjournment**

13. **Meeting dates:**

A. Committee Meetings:

Urban Forestry Tree Committee: 4:15 p.m. June 30, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Land Committee: 3:30 p.m. July 1, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Recreation Committee: 2:15 p.m. July 1, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. July 6, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Golf Committee: 8:00 a.m. July 7, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Finance Committee: 3:00 p.m. July 7, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. July 8, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

B. Park Board meeting: 3:30 p.m. July 9, 2026, Council Chambers, lower-level City Hall, and virtually via Webex.

C. Park Board study session: No session scheduled at this time.

Agenda is subject to change.

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

**CITY OF SPOKANE PARK AND RECREATION DIVISION
MAY 2025 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JUNE 11, 2026**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,701,362.42
MAINTENANCE & OPERATIONS	\$	376,290.51
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	138,507.38

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY		
----------------	--	--

GOLF:

SALARIES & WAGES	\$	323,490.66
MAINTENANCE & OPERATIONS	\$	918,644.50
CAPITAL OUTLAY	\$	15,514.00
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	3,473,809.47

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 3, 2026	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal F, Obj. 2 /Goal K, Obj. 1.	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Delk Management, LLC. / Cannon Hill Park Irrigation Replacement Construction (\$325,000.00 + tax & 10% administrative reserve)		
Begin/end dates	Begins: 06/11/2026	Ends: 12/31/2026	☐ 06/01/2525
Background/history: This action proposes awarding a contract to the apparent low responsive bidder, Delk Management, LLC. for PW ITB #6499-26, construction of the Cannon Hill Park Irrigation Replacement project. This project will replace approximately 9 acres of antiquated 'manual' irrigation within Cannon Hill Park with a new, high efficiency, automated irrigation system with weather based controls. The project also provides a new 4-inch water connection to the park to supply water to the both the new irrigation system and makeup water to the Cannon Hill Pond. The project will also eliminates (3) antiquated and redundant water service connections feeding the park. A future project phase will construct pond improvements within Cannon Hill Park. Pond renovation is not a part of this contract.			
Motion wording: Motion to approve Delk Management, LLC. contract the Cannon Hill Park Irrigation Replacement contract in the amount of \$325,000.00 + tax and 10% administrative reserve			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Delk Management, LLC. Name: Rob Saty Email address: rob@delkmanagement.com Phone: 509.293.6743			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich tprince@spokanecity.org Requester: nhamad@spokanecity.org rob@delkmanagement.com Grant Management Department/Name:			
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: Budget code: \$325,000.00 (bid price, no tax) 1950-54800-94760-56501-48010 \$29,575.00 (sales tax) 1950-54800-94760-56501-48010 \$32,500.00 (10% administrative reserve) 1950-54800-94760-56501-48010			
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☒ Quotes/solicitation (RFP, RFQ, RFB) ☐ W-9 (for new contractors/consultants/vendors) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ ACH Forms (for new contractors/consultants/vendors) ☒ UBI: 603 121 565 Business license expiration date: 6/30/26 ☒ Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: CANNON HILL PARK
IRRIGATION REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **DELK MANAGEMENT, LLC**, whose address is 6206 North Harvard Road, Newman Lake, Washington 99205, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Cannon Hill Park Irrigation Replacement**, selected via PW ITB #6499-26.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB #6499-26 (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on June 11, 2026, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, plus applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, 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.
9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.
10. INSURANCE. During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW::

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

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

11. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. Have HAZWOPER Certification for Soil Handling.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each

craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract.

The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

DELK MANAGEMENT, LLC

**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 Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Bid Response Summary to PW ITB #6499-26

Payment Bond

Performance Bond

26-114

EXHIBIT A

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

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

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

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

Delk Management, LLC.	PW ITB 6499-26 Cannon Hill Park Irrigation Replacement
_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

EXHIBIT B

Bid Response Summary

Bid Number PW ITB 6499-26
Bid Title Cannon Hill Park Irrigation Replacement
Due Date Monday, April 6, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Delk Management LLC
Submitted By Rob Saty - Monday, April 6, 2026 12:45:36 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rob@delkmanagement.com 5098632922
Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - OPTIONAL			
	1.	An optional pre-bid meeting will be held on: THURSDAY, MARCH 19, 2026 at 1:00pm at TRIBAL CONFERENCE ROOM, CITY HALL LOBBY, 808 W SPOKANE FALLS BLVD 99201	I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree

COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within 60 working days or no later than October 1, 2026.	I acknowledge and I agree
LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) per calendar day until the work is substantially completed and accepted by owner for public use.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is April 6, 2026.	I acknowledge and I understand
6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
7.	The Contractor and any subcontractors will submit a "Statement of Intent to Pay Prevailing W ages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Af fidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS		

SCOPE OF WORK	- Base bid includes, but is not limited to, all work required to develop the existing site and construct improvements as shown on plan, City standards, and written specifications. Park construction includes the following improvements: 1.1 Right-of-Way / Off-Site selective demolition of utilities including excavation, trench safety, and backfill; and new utility improvements including excavation, trench safety, backfill; site restoration of City Std asphalt, concrete curb, landscape, and other improvements as shown on plans and in written specifications; a. Coordination with City of Spokane Water Department to successfully kill and install new utilities. 1.2 On-site including selective demolition and salvage existing quick couplers; and new improvements including potable water, backflow device, electrical, concrete flatwork, irrigation system, controllers, wire, pond autofill devices, and site restoration. a. Coordination with Owner's Representative. b. Coordination with Owner's Arborist. c. Safety and sanitary facilities including portable restroom, hand wash station, first aid station, fresh drinking water, and shelter for employee breaks and recuperation.	I acknowledge and I agree
a.	What is the delivery timeline for the materials/equipment needed for this project	No long than 5 weeks from the time we receive our notice to proceed.
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree

SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
INSURANCE	Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree
INSURANCE	c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID		

BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	DELK***781MM
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603 121 565
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	45-2548973
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	A27473927
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	603 121 565
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	number 1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Sean Mitchell, Delk Management, 6206 N Harvard Rd, Newman Lake WA, 99025, 509-863-2922
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Rob Saty Rob@delkmanagement.com
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Cannon Hill Bid Complete.pdf

2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Cannon Hill Bid Bond.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Cannon Hill Subcon list.pdf
4	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Base Bid	Base	jb	1.00	\$325,000.00	\$325,000.00	
Total Base Bid	\$325,000.00							



CITY OF SPOKANE - PURCHASING
915 N Nelson St.
Spokane, Washington 99202
(509) 625-6400

PW INVITATION TO BID

PW ITB NUMBER: 6499-26 TITLE: CANNON HILL PARK IRRIGATION REPLACEMENT BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department PRE-BID CONFERENCE: An optional pre-bid meeting will be held on: <u>THURSDAY, MARCH 19, 2026 at 1:00pm at TRIBAL CONFERENCE ROOM, CITY HALL LOBBY, 808 W SPOKANE FALLS BLVD 99201</u> QUESTION DEADLINE: <u>FRIDAY, MARCH 23rd, 2026 at 5:00pm.</u>	PROPOSAL DUE DATE: <u>MONDAY, APRIL 6, 2026</u> <u>TIME: 1:00 pm pst</u> <u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.
--	---

BID SUBMITTED BY:

COMPANY Delk Management

MAILING ADDRESS PO Box 1026, Otis Orchards, WA 99027

PHYSICAL ADDRESS 6206 N harvard Rd Newman Lake, WA

PHONE NUMBER 509-863-2922

E-MAIL ADDRESS delk@delkmanagement.com

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB #6499-26 CANNON HILL PARK IRRIGATION REPLACEMENT

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ 325,000.00
	Total base bid (no tax)
WASHINGTON STATE RETAIL SALES TAX (9.1%):	\$ 29,575.00
	(WAC 458-20-170)
TOTAL (BASE BID + TAX):	\$ 354,575.00

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the **Notice to Proceed and to substantially complete the specified work within 60 working days of notice to proceed or no later than OCTOBER 1, 2026, whichever is earlier.**

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) per calendar day until the work is substantially completed and accepted by owner for public use.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. ccdelk***781mm
(must be in effect at time of bid submittal)

U.B.I. Number 603 121 565

Washington Employment Security Department Number 45-254897

Washington Excise Tax Registration Number A27473927

City of Spokane Business License Number 603 121 565

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Delk Management

Sean Mitchell

Signature of Bidder's Authorized Representative

Senior Estimator

Title

6206 N harvard Rd Newman Lake, WA

Address

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

**THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S
ELECTRONIC BIDDING SYSTEM.**

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6499-26 CANNON HILL PARK IRRIGATION REPLACEMENT

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR
INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if
necessary):*

CONTRACTOR/SUPPLIER Site One

TYPE OF WORK/BID ITEM Irrigation Supply

AMOUNT \$116,235.00

CONTRACTOR'S REGISTRATION NO. 602178461

CONTRACTOR/SUPPLIER Action Materials

TYPE OF WORK/BID ITEM Material Supplier

AMOUNT \$36,317.00

CONTRACTOR'S REGISTRATION NO. ACTIOMI90604

CONTRACTOR/SUPPLIER Inland Asphalt

TYPE OF WORK/BID ITEM Asphalt

AMOUNT \$2,400.00

CONTRACTOR'S REGISTRATION NO. INLANAC984OK

CONTRACTOR/SUPPLIER Everett Concrete

TYPE OF WORK/BID ITEM Concrete

AMOUNT \$8,190.00

CONTRACTOR'S REGISTRATION NO. CCEVEREC*860D14

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, Delk Management LLC as Principal,
and Merchants National Bonding, Inc. as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Cannon Hill Park Irrigation Replacement

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on April 6, 2026.

AS PRINCIPAL

Delk Management LLC

By: Jordan Engenst
Title: Controller

A valid POWER OF
ATTORNEY must
accompany this bond.

Merchants National Bonding, Inc.
AS SURETY

By: Travis Long
Travis Long, Attorney in Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel J Stowe; H Keith McNally; Ryan Pugh; Shelby Groth; Sydney Schmidt; Travis Long; WM Dinneen

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2024.



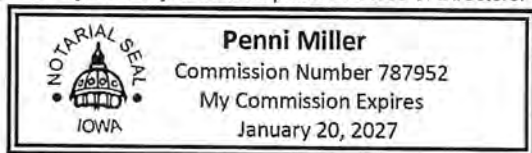
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of April, 2026.



William Warner Jr.
Secretary

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Dew Drop Sprinklers & Landscape		Bidders Contact Name & Phone Number Nicole Daugherty 509 922 7168	
Project Name SCC Parking Lot, Track - 2019		Project Contract Number: 2020-0466(1-1)	
Project Owner Department of Enterprise Services		Project Location	
Project Owner Contact Name & Title Laura Haima / N/A		Owner's Telephone Number 360-522-0710	
Notice to Proceed Date 6/29/2020	Final Completion Date	Awarded Contract Value 309,500.00	Final Contract Price 309,500.00
Prime Contractor Name (If Not Bidder) Inland Asphalt Co.		Contractor Contact Name & Phone Number (If Not Bidder) Jamie Tibbits 509 534 2657	
Brief Project Description Beautification of Landscape			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Installation of new irrigation system, new sod, tree planting, and shrubs			

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name ACE Landscaping		Bidders Contact Name & Phone Number Mark Dringle 509 891 2339	
Project Name MBD New Elementary School #10		Project Contract Number: 19015	
Project Owner Mead School District #354		Project Location 12828 N Newport Hwy Mead, WA 99021	
Project Owner Contact Name & Title Sean Woodward		Owner's Telephone Number 509-465-6000	
Notice to Proceed Date 5/1/2021	Final Completion Date 9/4/2021	Awarded Contract Value \$627,000.00	Final Contract Price \$627,000.00
Prime Contractor Name (If Not Bidder) Graham Construction		Contractor Contact Name & Phone Number (If Not Bidder) Lorraine Lucas 509 534 1030	
Brief Project Description New Elementary School Build with new landscaping			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Project included planting shrubs, planting trees, installing sod, and installing a new-build irrigation system.			

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name ACE Landscaping Co.		Bidders Contact Name & Phone Number Mark Dringle 509 891 2339	
Project Name Linwood Elementary School Replacement		Project Contract Number: PW9018	
Project Owner Spokane Public Schools		Project Location 906 West Weile Avenue, Spokane, WA	
Project Owner Contact Name & Title Aubrie Christensen / N/A		Owner's Telephone Number 509-354-5900	
Notice to Proceed Date 3/11/2019	Final Completion Date 10/17/2019	Awarded Contract Value \$412,000.00	Final Contract Price \$412,000.00
Prime Contractor Name (If Not Bidder) TW Clark Construction		Contractor Contact Name & Phone Number (If Not Bidder) Robin Whitman 509 927 0800	
Brief Project Description New school build with new landscaping			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications New school build. All new irrigation system with 4" PVC, mechanical fittings, new sod, and tree plantings.			

Attachment to Supplemental Bidder Responsibility Criteria

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6499-26 CANNON HILL PARK IRRIGATION REPLACEMENT

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER Site One

TYPE OF WORK/BID ITEM Irrigation Supply

AMOUNT \$116,235.00

CONTRACTOR'S REGISTRATION NO. 602178461

CONTRACTOR/SUPPLIER Action Materials

TYPE OF WORK/BID ITEM Material Supplier

AMOUNT \$36,317.00

CONTRACTOR'S REGISTRATION NO. ACTIOMI90604

CONTRACTOR/SUPPLIER Inland Asphalt

TYPE OF WORK/BID ITEM Asphalt

AMOUNT \$2,400.00

CONTRACTOR'S REGISTRATION NO. INLANAC984OK

CONTRACTOR/SUPPLIER Everett Concrete

TYPE OF WORK/BID ITEM Concrete

AMOUNT \$8,190.00

CONTRACTOR'S REGISTRATION NO. CCEVEREC*860D14

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

PAYMENT BOND

We, **DELK MANAGEMENT, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, including applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Cannon Hill Park Irrigation Replacement**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

DELK MANAGEMENT, LLC,

AS PRINCIPAL

By: _____
Title: _____

AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **DELK MANAGEMENT, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, including applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Cannon Hill Park Irrigation Replacement**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

DELK MANAGEMENT, LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

< Business Lookup

License Information:

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

Entity name:	DELK MANAGEMENT LLC
Business name:	DELK MANAGEMENT LLC DBA DELK
Entity type:	Limited Liability Company
UBI #:	603-121-565
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	6206 N HARVARD RD NEWMAN LAKE WA 99025-8545
Mailing address:	PO BOX 1026 OTIS ORCHARDS WA 99027-1026
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident				Active	Jun-30-2026	Jun-18-2025
Asotin County General Business - Non-Resident				Active	Jun-30-2026	Jun-30-2023
Cheney General Business - Non-Resident				Active	Jun-30-2026	Jul-06-2023
Clarkston General Business - Non-Resident				Active	Jun-30-2026	Jul-17-2023
Colville General Business - Non-Resident				Active	Jun-30-2026	Jun-30-2023
Deer Park General Business - Non-Resident				Active	Jun-30-2026	Jun-23-2025
Liberty Lake General Business - Non-Resident				Active	Jun-30-2026	Jun-26-2013
Minor Work Permit				Active	Apr-30-2027	Apr-09-2026
Nursery Retail Plant Seller/Installer				Active	Jun-30-2026	Mar-02-2023
Omak General Business - Non-Resident				Active	Jun-30-2026	Jun-18-2025



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Pullman General Business - Non-Resident				Active	Jun-30-2026	Jun-30-2023
Republic General Business - Non-Resident				Active	Jun-30-2026	Jul-10-2023
Ritzville General Business - Non-Resident				Active	Jun-30-2026	Jun-30-2023
Spokane General Business - Non-Resident				Active	Jun-30-2026	Jun-24-2013
Spokane Valley General Business - Non-Resident				Active	Jun-30-2026	Jun-17-2011

Owners and officers on file with the Department of Revenue

Owners and officers	Title
THORPE, COREY	Manager

Registered Trade Names

Registered trade names	Status	First issued
DELK	Active	Jul-07-2022
DELK MANAGEMENT LLC DBA DELK	Active	Jan-18-2022
DELK OUTDOORS	Active	Jun-30-2023

The Business Lookup information is updated nightly. Search date and time: 6/1/2026 7:25:27 AM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)



**KBLAKE1**

5/4/2026

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Katie Blake</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (509) 462-7892</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: katie.blake@hubinternational.com</td> </tr> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A : Western National Mutual Insurance Company</td> <td>15377</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Katie Blake		PHONE (A/C, No, Ext): (509) 462-7892	FAX (A/C, No):	E-MAIL ADDRESS: katie.blake@hubinternational.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Western National Mutual Insurance Company	15377	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Katie Blake																					
PHONE (A/C, No, Ext): (509) 462-7892	FAX (A/C, No):																				
E-MAIL ADDRESS: katie.blake@hubinternational.com																					
INSURER(S) AFFORDING COVERAGE	NAIC #																				
INSURER A : Western National Mutual Insurance Company	15377																				
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Delk Management LLC PO Box 1026 Otis Orchards, WA 99027-1026																					

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	COMMERCIAL GENERAL LIABILITY			X	X	0001707975	3/31/2026	3/31/2027	EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
										MED EXP (Any one person)	\$ 5,000		
										PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000		
		POLICY	X	PRO-JECT							LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:								WA STOP GAP	\$ 1,000,000		
A	AUTOMOBILE LIABILITY				X	X	0001709314	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	X	ANY AUTO OWNED AUTOS ONLY								SCHEDULED AUTOS	BODILY INJURY (Per person)	\$	
		HIRED AUTOS ONLY								NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$	
											PROPERTY DAMAGE (Per accident)	\$	
												\$	
												\$	
A	X	UMBRELLA LIAB		X	OCCUR	X	X	0001716660	3/31/2026	3/31/2027	EACH OCCURRENCE	\$ 2,000,000	
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE	\$ 2,000,000	
		DED	X	RETENTION \$ 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A							PER STATUTE	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT		\$							
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE		\$							
				E.L. DISEASE - POLICY LIMIT		\$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (RECORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as an Additional Insured on the General Liability and Auto Liability. Coverage is provided on a primary basis and is non-contributory on the GL and AL policies. All policies include a waiver of subrogation.

Mr. Plo

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments - Amended	
• Bail Bonds Up To \$5,000	3
• Loss of Earnings Up To \$500/Day	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured - Vendors - As Required By Contract	4
• Blanket Additional Insured - Lessor Of Leased Equipment	6
• Blanket Additional Insured - Managers Or Lessors Of Premises	6
• Blanket Additional Insured - State Or Governmental Agency Or Subdivisions Or Political Subdivision - Permits Or Authorizations	7
• Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You - \$300,000	9
Medical Payments Increased Limit - \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I - COVERAGES AMENDMENTS

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III - LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions**, the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

E. Supplementary Payments - Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II - WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph **3. a.** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured - Vendors - As Required By Contract

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 3. This Provision **C.** does not apply:
 - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
 4. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

 - a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured - Lessor Of Leased Equipment

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

"Bodily injury" or "property damage" arising out of:

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured - Managers Or Lessors Of Premises

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III - LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$300,000; or
 - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
 - a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V - DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTRACTORS - OPERATIONS AND COMPLETED OPERATIONS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - Operations

A. Section II - Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured - Completed Operations

A. Section II - Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- and included in the "products-completed operations hazard".

B. With respect to **Additional Insured - Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured - Operations and Additional Insured - Completed Operations

- A.** The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B.** The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V - Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C.** The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- D.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

BUSINESS AUTO ENHANCEMENT PLUS ENDORSEMENT

The Business Auto Enhancement Plus Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual And Data Electronic Equipment - Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Primary And Noncontributory If Required By A Written Contract Or Written Agreement	6
Blanket Waiver Of Subrogation	6
Broadened Definition Of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver For Glass Repair	3
Employee Hired Auto	2, 6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 4
Knowledge Of Accident, Claim, Suit Or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects Coverage	4
Rental Reimbursement	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing And Labor	3
Tractor Trailer Combined Deductible	5
Transportation Expense Limits - Amended	3
Unintentional Failure To Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT PLUS ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I - COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I - COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss", or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

SECTION II - COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.
However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, Paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions - Supplementary Payments

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

D. Fellow Employee Coverage

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS**A. Towing And Labor**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing And Labor, is amended by adding the following:

We will pay up to \$250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the Declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Glass Repair - Deductible Waiver

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expense - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$30 per day/\$900 maximum limit with \$50 per day/\$1,500 maximum limit.

D. Hired Auto Physical Damage - Loss Of Use Expenses - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$30 per day/\$900 maximum limit with \$50 per day/\$1,500 maximum limit.

E. Personal Effects Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$1,000 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

F. Hired Auto Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$100,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$100,000 limit indicated above.

G. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,500.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension**.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over reimbursement by manufacturer's warranty or a warranty specifically designed to provide this coverage.

I. Auto Loan/Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment - Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$5,000 limit.

K. Tractor Trailer Combined Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If you have a "loss" to a truck-tractor and one or more "trailers", which are attached to one another at the time of the "loss", then only the single highest deductible for any of such covered "autos" will apply.

For the purposes of this combined deductible, a "truck-tractor" is defined as a motorized auto with or without body for carrying commodities or materials, equipped with a fifth-wheel coupling device for semitrailers.

SECTION IV - BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, Paragraph **b.** is deleted and Replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Blanket Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1) Such "insured" is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 5, 2026

WA UBI No.	603 121 565
L&I Account ID	215,951-01
Legal Business Name	DELK MANAGEMENT LLC
Doing Business As	DELK
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	DELK***781MM
License Expiration	07/14/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: June 3, 2026
Requester	Nick Hamad			Phone number: 509.363.5452
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A; Objective 1	Master Plan Priority Tier: First (pg. 171-175)		
Item title: (Use exact language noted on the agenda)	Avista Corporation / Meadowglen Park General Construction Agreement (\$171,946.39)			
Begin/end dates	Begins: 06/11/2026		Ends: 11/06/2026	☐ 06/01/2525
Background/history: This is a general Service / Construction Agreement with Avista Corporation to adjust and install electric utility infrastructure at Meadowglen Park. Work includes: -Relocate existing overhead power lines underground along Indian Trail Road, -Relocate existing junction enclosure & Bedford & Indian Trail to a below grade configuration, -Install (3) new power services & appurtenances: 1 for new park restroom, 1 for new STA building, & 1 for RRFB, -Install (3) new street lights NOTES: All trenching, conduit installation & backfill are provided by city's agent (Cameron-Reilly). Project grant funding requires all power lines on this property to be installed underground - no overhead power lines permitted.				
Motion wording: Motion to approve Meadowglen Park General Construction Agreement with Avista Corporation in the amount of \$171,946.39.				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Avista Corporation Name: Justin Helm Email address: Justin.Helm@avistacorp.com Phone: 509.495.2976				
Distribution: Berry Ellison Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: \$171,946.39 Budget code: 1950-54800-94760-56501-48077				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☒ Quotes/solicitation (RFP, RFQ, RFB) ☐ W-9 (for new contractors/consultants/vendors) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ ACH Forms (for new contractors/consultants/vendors) ☒ UBI: 328-000-223 Business license expiration date: 3/31/27 ☐ Insurance Certificate (min. \$1 million in General Liability)				



May 6, 2026 8:57:26 AM

Job Location: 10890 N INDIAN TRAIL RD

General Construction Agreement #: 64866

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of \$171,946.39, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Justin Helm



Spokane - Electric
PO BOX 3727 MSC-46 Spokane, WA 99220-3727
Phone: 509-495-2976
Cell:
Email: Justin.Helm@avistacorp.com

General Construction Agreement

General Construction Agreement Date: May 6, 2026
Work Order # 1036734390

Expiration Date: Nov 6, 2026 12:00:00 AM
Agreement No.: 64866

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

CUSTOMER COPY

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

CUSTOMER COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____
Amount 171,946.39
Previous Extension #: _____

Or Other: _____

Avista Corporation

Customer:

Signature

Signature

Justin Helm

Printed Name

City Of Spokane

Printed Name

Job Title

Job Title

Date: _____
Agreement # 64866

Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Spokane
Mailing Address: C/O STREET DEPT CTIONS,
Spokane, wa 99202
Phone Number: (509) 232-8801

II. JOB INFORMATION

LOCATED AT: 10890 N INDIAN TRAIL RD
Name of Plat:
or Legal Description:
or Location:
Construction contribution Scale

III. COST INFORMATION

CUSTREQUEST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
CUSTREQUESTCustomer Requested Costs	0	\$0.00	\$171,946.39	(\$0.00)	\$171,946.39
CUSTREQUEST - Total					\$171,946.39

Total Construction Costs: 171,946.39
Total Credits:
Net Customer Cost: 171,946.39

These costs are effective through Nov 6, 2026 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

- 1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.
- 1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.
- 1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

****CONVERTING ALL OVERHEAD LINES TO UNDERGROUND ON 10890 N INDIAN TRAIL PROPERTY AND INSTALLING NEW UNDERGROUND TO FEED PARK AND RESTROOM BUILDING. CPC JUSTIN HELM****

General Construction Agreement #: 64866

General Construction Agreement

General Construction Agreement Date: May 6, 2026
Work Order # 1036734390

Expiration Date: Nov 6, 2026 12:00:00 AM
Agreement No.: 64866

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____
Amount 171,946.39
Previous Extension #: _____

Or Other: _____

Avista Corporation

Customer:

Signature

Signature

Justin Helm

Printed Name

City Of Spokane

Printed Name

Job Title

Job Title

Date: _____
Agreement # 64866

Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Spokane
Mailing Address: C/O STREET DEPT CTIONS,
Spokane, wa 99202
Phone Number: (509) 232-8801

II. JOB INFORMATION

LOCATED AT: 10890 N INDIAN TRAIL RD
Name of Plat:
or Legal Description:
or Location:
Construction contribution Scale

III. COST INFORMATION

CUSTREQUEST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
CUSTREQUESTCustomer Requested Costs	0	\$0.00	\$171,946.39	(\$0.00)	\$171,946.39
CUSTREQUEST - Total					\$171,946.39

Total Construction Costs: 171,946.39
Total Credits:
Net Customer Cost: 171,946.39

These costs are effective through Nov 6, 2026 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

- 1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.
- 1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.
- 1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

****CONVERTING ALL OVERHEAD LINES TO UNDERGROUND ON 10890 N INDIAN TRAIL PROPERTY AND INSTALLING NEW UNDERGROUND TO FEED PARK AND RESTROOM BUILDING. CPC JUSTIN HELM****
General Construction Agreement #: 64866

< Business Lookup

License Information:

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

Entity name: AVISTA CORPORATION

Business name: AVISTA CORP

Entity type: [Public Service Corporation](#)

UBI #: 328-000-223

Business ID: 001

Location ID: 0003

Location: Active

Location address: 337 N POST ST
SPOKANE WA 99201-6026

Mailing address: PO BOX 3727
SPOKANE WA 99220-3727

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12004243BUS			Active	Mar-31-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHRISTIE, KEVIN	
LEE, LISA M	
ROSENTRATER, HEATHER	

Registered Trade Names

Registered trade names	Status	First issued
AVISTA UTILITIES	Active	Jul-19-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/28/2026 2:10:13 PM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: June 3, 2026
Requester	Berry Ellison			Phone number: 509.625.6276
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A; Objective 1	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Arete Structures, LLC / Meadowglen Park Development Pedestrian Bridge Purchase (\$125,614 plus applicable tax)			
Begin/end dates	Begins: 06/15/2026	Ends: 06/14/2027	☐ 06/01/2525	
Background/history: This action proposes purchasing 3 pedestrian bridges from Arete Structures, LLC for the Meadowglen Park development project via the Department of Enterprise Services (DES) Cooperative Purchasing Contract. This contract is for purchase & delivery of materials only. Installation of the purchased equipment is provided separately, by the Meadowglen Park construction contract. Purchase of this equipment by Parks ensures the pedestrian bridges, a long lead item, arrives at the project site on time and does not delay contractor installation progress.				
Motion wording: Motion to approve Arete Structures, LLC contract for Meadowglen Park Development three pedestrian bridges purchase in the amount of \$125,614 + tax.				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Arete Structures, LLC. Name: Adam Felmlee Email address: adam@aretestructures.com Phone: 814.591.6109				
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich rrinderle@spokanecity.org Requester: bellison@spokanecity.org Tprince@spokanecity.org Grant Management Department/Name:				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: Budget code: \$125,614.00 (purchase price, no tax) 1950-54800-94760-56501-48077 \$ 10,338.87 (sales tax) 1950-54800-94760-56501-48077				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☒ Quotes/solicitation (RFP, RFQ, RFB) ☐ W-9 (for new contractors/consultants/vendors) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ ACH Forms (for new contractors/consultants/vendors) ☐ UBI: 604-665-493 Business license expiration date: ☐ Insurance Certificate (min. \$1 million in General Liability)				



May 14, 2026

Areté Structures, LLC
7668 Valley Blvd.
PO Box 745
Blowing Rock, NC 28605

QUOTE / CONTRACT: 2084 Via WA DES 23723
PROJECT: (3) 24-ft X 8-ft FRP Pedestrian Boardwalk/I-beam Kits

CLIENT:
Berry Ellison
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd, Spokane, WA 99201
(509) 385-4051, bellison@spokanecity.org

Areté Structures, LLC is pleased to provide the following quotation for the fabrication and delivery of the below listed fiber reinforced polymer (FRP) pedestrian bridge. Strongwell Corp. manufactures all our FRP materials and is ISO 9001 certified. Strongwell has been manufacturing pultruded products since 1956 and bridge components since 2001.

Note: Due to current disruptions in the national and global supply chains, prices are subject to change if this contract, the down payment and the signed general arrangements are not returned to us in less than 30 days of the date listed above.

SPECIFICATIONS:

- Allowable Stress Design Method (ASD) _____ Safety Factor of 3
- Pedestrian Live Load _____ 85 PSF
- Wind Load _____ 35 PSF
- Snow Load _____ 40 PSF

I-BEAM BRIDGE STRUCTURE SPECIFICATIONS:

- Bridge Design _____ FRP I-Beam Design
- FRP Structural Shapes _____ Strongwell EXTREN® 525 Series
- Truss Hardware _____ Hot-Dipped Galvanized ASTM A307 Steel Hardware
- Standard Color _____ Slate Gray

Any other color request after receipt of signed proposal will void this contract & require a requote

- Bridge Width is Measured at the Outside of I-beams
- Bridge Length is Measured from End of Beam to End of Beam
- Plans are stamped by Licensed PE
- Decking Options **(not included in summary cost, choices below):**
 - FRP Decking – 24-in Wide, 2" High Saplank FRP Non-Skid Decking
 - Timber – Nominal 3-in x 12-in #1 Pressure-Treated Southern Yellow Pine Wood Decking
 - Heavy Duty FRP Dyna Plank, 1.88" Deep, 10 ½" Wide, Dark Grey Grit
 - FRP Pultruded Grating -I4000, 1-in High Non-Skid Premium FRP Grating
 - FRP Molded Grating -Mini Mesh, 1.5-in High Non-Skid FRP Grating
- Railing Options **(not included in summary cost, choices below):**
 - FRP Channel Curb – 3" (rise) FRP Channel Curb
 - Timber Curb – 4"x4", #2 Pressure-Treated Southern Yellow Pine Wood Curb
 - FRP Railing – 2" x 2" FRP Vertical Posts & 3" Channel Rails- 42" Rail Above

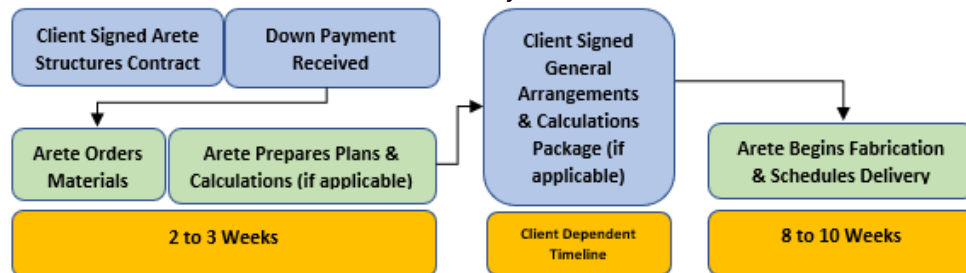
Initial:

- Deck. 4" spacing b/w rails
- Architectural FRP Railing – 2" x 2" FRP Vertical Posts & 1" Round Pickets- 42" Rail Above Deck. 4" max. spacing b/w pickets
- Timber Railing – 4"x4" posts & 2"x4" Railings, #2 Pressure-Treated Southern Yellow Pine

FABRICATION AND DELIVERY:

- Fabrication begins once client has:
 - Signed Areté Structures Contract & Provided 50% Down Payment
 - Signed Copy of the General Arrangements & Calculation Package (if applicable)
- The bridge kit(s) will be delivered ten to twelve weeks after the above steps have been completed.
- The field assembly plans will be delivered via email prior to delivery of bridge kit(s).
- The delivery driver will contact the project manager two (2) days in advance of delivery.
- The bridge kit(s) will be delivered to an address which is accessible to a full-sized tractor trailer.
- If the customer is not ready to receive the bridge kit(s) within 2 weeks of project completion, a monthly storage fee of \$200 per month will be added to the final invoice.
- Delivery may be delayed or rescheduled due to the occurrence of unforeseen situations that may arise and be out of our control.

Schedule of Events



PRICE:

- (1) (3) FRP Bridge Kits *without Decking & Rails*: 24-ft Long X 8-ft Wide **\$ 64,714**
- (2) Delivery to: Spokane, WA **\$ 12,000**

	Additional Options	Additional Cost	Initial to Accept Option
Decking	FRP Safplank Interlocking Decking w/ hardware (24" wide planks)	\$16,710	
	Timber Decking No. 1 Treated Southern Yellow Pine (3" x 12") w/ hardware (For Equestrian & Vehicle Loading)	\$8,730	
	Heavy Duty Dyna Plank, 1.88" Deep, 10 ½" Wide, Dark Grey Grit (For Vehicle Loading)	\$20,640	X
	FRP Molded Grating -Mini Mesh, 1.5-in High (Light Vehicle- 5,000 lbs)	\$15,570	
	FRP Pultruded Grating -I4000, 1-in High (Light Vehicle- 5,000 lbs)	\$22,110	
Railing	FRP Channel Curb w/ hardware	\$3,720	
	Timber Curb w/ hardware	\$2,220	
	FRP Railing w/ hardware (Slate Gray)	\$15,600	
	Architectural FRP Railing w/ hardware (white)	\$26,760	X
	Areté Applied Tnemec 1095 Paint for Architectural FRP Railing	\$6,500	
	FRP I-beam web spacers (for customer supplied railing, no hardware)	\$3,300	
	Stainless Steel Hardware	\$9,000	
	Calculation Package	\$1,500	X
	Stamped Plans	INCLUDED	X

Delivery To:	
--------------	--

State and Local Sales Tax (9.1%) : **\$10,338.87**

Total Amount: \$ **135,952.87**

(Sum of lines 1 & 2, additional options requested, & Sales Tax)

If paid by credit card, an additional 3% convenience fee shall be added

to the above total.

Signature to Accept: _____

TERMS & CONDITIONS:

50% payment due upon order and 50% due within 7 days of delivery. Quotation is valid for 30 days.

To order, customer must return this signed Quote Letter within 30 days of the date on page 1. Areté Structures will schedule fabrication upon receipt of the signed and approved general arrangement drawings. Lead-times are approximately ten to twelve weeks from receipt of signed and approved drawings and 50% down payment. Lead-times may be subject to material availability. A purchase order will be accepted once this quote letter has been signed, dated, and returned.

ASSUMPTIONS:

These costs **DO NOT** include the following items:

- Anchor bolts to abutments supplied by others
- Unloading & installation of the prefabricated bridge
- The design, construction, and material for the abutments or bridge approach
- Construction oversight and/or inspection
- Site survey, site visits, or geotechnical evaluations
- Permitting
- Any local, state, or federal sales tax
- Customs fees, broker fees, or additional international taxes

All engineering services are contracted to and provided by Areté Engineers, PLLC or another licensed engineering firm.

WARRANTY:

Areté Structures, LLC / Strongwell Corporation warrants the structural integrity of the fiber reinforced polymer components and the Goods, and any manufactured components by Strongwell will be free from Structural defects in material or workmanship for the warranty period of 15 years. The foregoing warranty shall not apply if the Goods have been subject to improper storage, accident, misuse, or unauthorized modifications or alterations, or have not been installed, operated, and maintained in accordance with the procedures approved by Areté Structures LLC or to any components manufactured by the customer or a third party not approved by Areté Structures LLC.

Thank you for the opportunity to provide this quotation. Please feel free to contact me with any questions regarding the contents of this quotation at (814) 591-6109 or adam@aretestructures.com.

Sincerely,

Adam Felmlee

Proposal Acceptance:

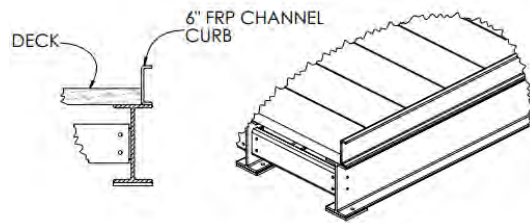
In leu of a Purchase Order, you may sign this quotation and return to Areté Structures, LLC. By signing this document and initialing all pages you agree to the Terms and Condition and Pricing set forth above.

Signature

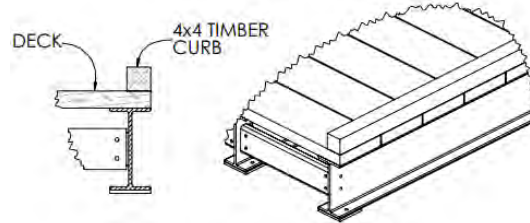
Date

Please Print Name

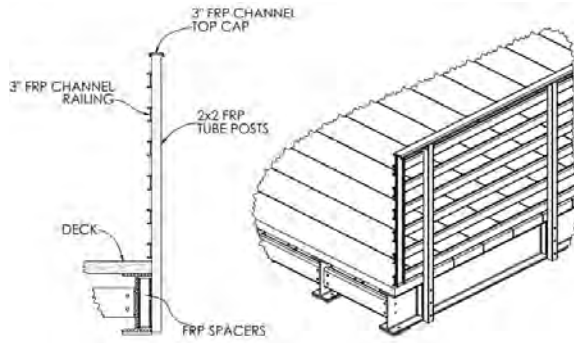
RAILING & CURB OPTIONS



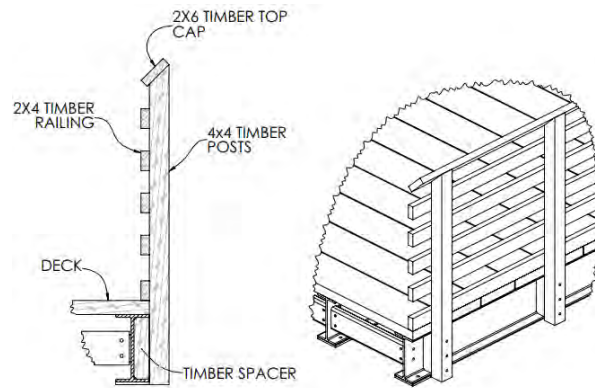
FRP Channel Curb



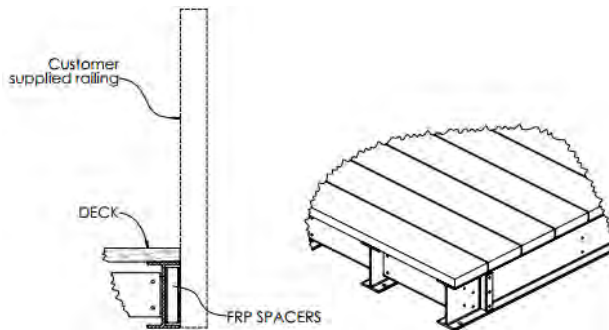
Timber Curb



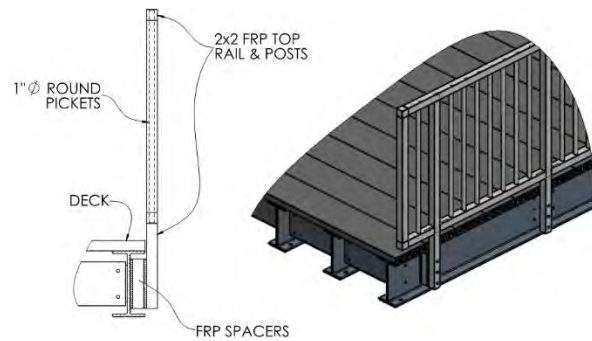
FRP Railing



Timber Railing



FRP I-beam web spacers

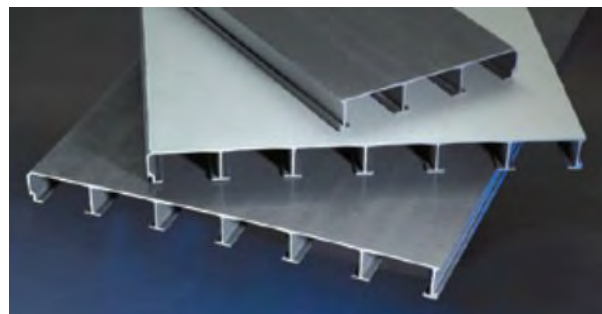


Architectural FRP Railing

DECKING OPTIONS



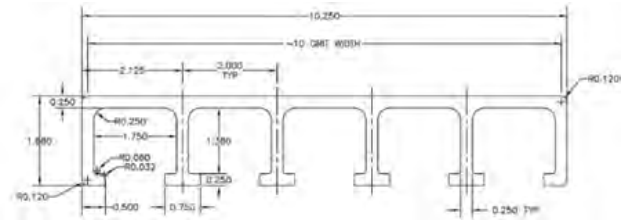
Southern Yellow Pine Decking



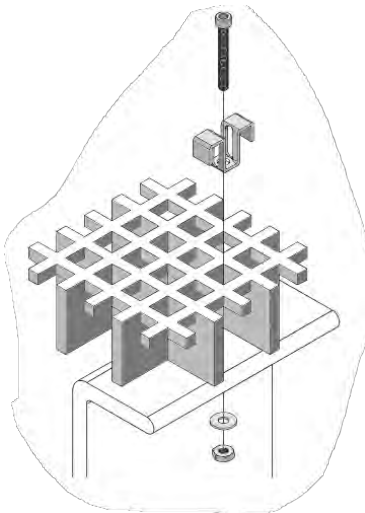
Safplank Interlocking Decking



FRP Premium Grating



Heavy Duty Dyna Plank



FRP Molded Grating -Mini Mesh (1/2" Opening)
1.5-in High Non-Skid FRP Grating



Taxes & Licenses Department

808 W Spokane Falls Blvd

Spokane WA 99201-3336

509-625-6070

taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that applies:

- ☐ SMC 8.01.090 -A- presenters at convention or trade show with limited entry
- ☐ SMC 8.01.090 -C- persons or entities operating at locations managed by an airport board
- ☐ SMC 8.01.090 -D- where preempted by Federal or state constitution or laws
- ☐ SMC 8.01.090 -E- exemption for farmers & gardeners
- ☐ SMC 8.01.090 -F- school groups conducting occasional sale from a temporary location
- ☐ SMC 8.01.090 -G- the business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000
Value of current contract:

- ☒ SMC 8.01.195 -D- seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, John Mauney hereby do certify to the City of Spokane that the business I represent, known as Areté Structures, LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.


Signature

john@aretestructures.com

Email

PO BOX 745

Address

6/1/2026

Date

Sales Engineer

Title

828-284-0666

Phone

Blowing Rock, NC 28605

City, State, Zip

UBI# 604665493

(Washington State, if available)

For Internal Use Only

Approved ☒

Rejected ☐

If rejected, provide reason:

Reviewed By: *Renee Robertson*

Date: 06-01-26

Rev APRIL 2026

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: June 3, 2026
Requester	Nick Hamad			Phone number: 509.363.5452
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Housing & Homeless Services / MOU for CDBG Funded Park Improvements (\$266,667 revenue)			
Begin/end dates	Begins: 07/01/2026	Ends: 06/30/2027	☐ 06/01/2525	
Background/history: Interdepartmental agreement between City HHS & City Parks allocating community development block grant (CDBG) funds to (1) park improvement projects in 2026/2027, including: - Friendship Park Sport Court Replacement Parks will implement all improvements and HHS will reimburse parks up to \$266,667 as the improvements are completed. Parks shall own all improvements upon completion of the work.				
Motion wording: Motion to approve MOU with Housing and Homeless Services for CDBG funded park improvements in the amount of \$266,667.				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: City of Spokane HHS Name: Arielle Anderson Email address: arielleanderson@spokanecity.org Phone: 509.625.6055				
Distribution: Parks – Accounting garrett jones Parks – Sarah Deatrich heather page Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: \$266,667 (reimbursable) Budget code: 1950-54800-94760-56504-48032				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

City Clerk's No.

Cross Ref. City Clerk's No.

<u>CITY OF SPOKANE</u> <u>HOUSING AND</u> <u>HOMELESS SERVICES</u> and <u>PARKS AND RECREATION</u> MEMORANDUM OF UNDERSTANDING
--

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE HOUSING AND HOMELESS SERVICES DIVISION**, as "HHS", and the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, as "PARKS", whose addresses are both 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

WHEREAS, PARKS owns or operates and maintains real estate, developed and natural park grounds, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter, and

WHEREAS, the purpose of this MOU is to establish and define the working relationship between City of Spokane Housing and Homeless Services (HHS) and the City of Spokane Parks and Recreation Division (PARKS), for collaboration on funding and work to be completed for Neighborhood Allocation projects throughout the city park system; and

WHEREAS, PARKS adopted the 2022 Park and Natural Lands Master Plan Goal A, Objectives 2 & 3, specifically recommend PARKS 'serve the under-resource' by prioritizing investment within neighborhood and community parks through a neighborhood parks initiative and prioritize investment in improving parks within Social and Environmental Equity zones as outlined in the master plan; and

WHEREAS, PARKS adopted the 2022 Park and Natural Lands Master Plan Goal L, Objective 1 which specifically recommends PARKS pursue additional funding sources to ensure park facilities and conditions are consistent with the expectations of the Spokane citizens; and

WHEREAS, HHS has received Community Development Block Grant funding and desires to allocate \$266,667 to PARKS to complete park renovations within areas where at least 51 percent of the residents are low-and moderate-income persons; and

WHEREAS, HHS solicited applications for various improvements from qualifying neighborhood councils, receiving 4 well prepared submissions requesting a total funding of \$275,000; and

WHEREAS, HHS and its agents reviewed said applications through its Community Assembly, Community Development Committee, Affordable Housing Committee and adopted and recommended award of funding toward one park project at the April 1, 2026 CHHS board meeting; and

WHEREAS, PARKS is responsible for the maintenance, care and improvement of all public park facilities in the City of Spokane, portions of which are developed as restrooms, playgrounds, play fields, sport courts, and other miscellaneous recreational facilities, PARKS is best suited to manage the design and implementation of the park improvement projects recommended by the CHHS board; and

WHEREAS, HHS and PARKS will collaborate to design and implement the specific park project in parks designated throughout the City; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City of Spokane PARKS and HHS agree as follows:

1. PREMISES

HHS' allocation of funds will be designated to complete work at:

- Friendship Park: Partially fund the replacement of the existing park sport courts and associated appurtenances, estimated to cost \$266,667.

NOTE: Additional project scoping details can be found in the neighborhood applications submitted to HHS.

2. USE OF THE PREMISES

- A. The Premises will be used by PARKS to complete the designated project.
- B. Public use shall be maintained during the renovation project.
- C. All allocations from HHS from Community Development Block Grant (CDBG) funds shall be dedicated to improvement of PARKS for Neighborhood Allocation project.

3. TERM

This MOU will run from July 1, 2026 through June 30, 2027, at which time its content will be reviewed for a possible extension.

4. FEES

HHS shall allocate \$266,667 to complete the project. PARKS, at its sole discretion, may provide additional funding to complete a partially funded project.

5. TAXES

- A. Leasehold Excise Tax. Since it holds no lease on the Park property in question, HHS does not owe any Leasehold Excise Tax. To the extent it is determined that Leasehold Excise Tax applies to this arrangement, HHS shall be responsible for paying the taxes.
- B. Other Taxes. In addition, HHS agrees to pay all other taxes imposed in connection with its holding or exercising of privileges under this MOU.

6. PARKS RESPONSIBILITIES

- A. PARKS will complete the renovation project on the site designated under Section 1.
- B. PARKS shall own and care for all of the improvements made to the site.
- C. PARKS may adjust the detailed scope of recommended project as required to ensure improvements are consistent with the development standards within neighborhood parks and the adopted policies of PARKS.
- D. In the event the allocated funding is not sufficient for the completion of all of the approved / recommended project, PARKS shall make a good faith effort to allocate remaining funding necessary to complete listed project.

7. HHS RESPONSIBILITIES

- A. HHS shall allocate \$266,667 in CDBG funds to PARKS for a Neighborhood Allocation project to be completed in the City park designated in Section 1.
- B. In the event the allocated funding is not sufficient for the completion of all of the approved / recommended project, HHS shall make a good faith effort to assist parks in securing remaining funding necessary to complete listed project.
- C. HHS shall provide informational updates regarding project progress to applicable neighborhood councils as project work progresses.

8. FINANCING

- A. HHS shall allocate CDBG funds in the amount of \$266,667 for the necessary construction, maintenance or supply costs associated with the park renovations.
- B. HHS will support and ensure that the fund allocation is consistent with PARKS' vision, mission and goals, and its work will be compatible with these interests and goals, and it will support PARKS' master plan(s).

PARKS agrees to submit invoices and required documentation through Neighborly for approval by HHS before reimbursements will be transferred to a PARKS designated account.

9. OWNERSHIP OF IMPROVEMENTS

Following completion of any City park improvements, the improvements and any associated appurtenances shall become the property of PARKS.

10. LIABILITY

- A. In the performance of this MOU, HHS is an independent division within the City of Spokane and not an employee or agent of PARKS.
- B. HHS shall defend, indemnify and hold harmless PARKS and its officers and employees from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising directly or indirectly from HHS's use of the Premise and/or its exercise of the rights and privileges granted in this MOU or HHS's breach of any of its obligations under this MOU, provided that nothing herein shall require HHS to indemnify PARKS against and hold harmless PARKS from claims, demands or suits based solely upon the conduct of PARKS or the conduct of its agents, officers and employees, representatives, or contractors; and provided further that if the claims, demands or suits are caused by or result from the concurrent negligence of (a) HHS or its officers, employees, agents, representatives, contractors, or volunteers and (b) PARKS or its agents, officers, employees, representatives or contractors, this indemnity provision with respect to (1) claims, demands, or suits based upon such negligence (2) the costs to PARKS of defending such claims, demands, or suits shall be valid and enforceable only to the proportionate extent of HHS's negligence or the negligence of HHS's officers, employees, agents, representatives, contractors, or volunteers.
- C. HHS shall not allow liens of any kind to be placed against the Premises for any unpaid materials or laborer, and shall defend, indemnify and hold harmless PARKS if liens arise as a result of contracts for services or materials entered into by HHS.

11. ASSIGNMENTS

This MOU is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

12. ENTIRE AGREEMENT

Except as expressly stated herein, this MOU is the Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the matter of this MOU will bind the signatories to this MOU unless agreed to by both Parties in writing.

13. WAIVER OF PROVISIONS

The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

14. DISPUTES

This MOU shall be performed under the laws of the State of Washington. Any litigation to enforce this MOU or any of its provisions shall be brought in Spokane County, Washington.

15. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in it, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the MOU.

16. MODIFICATION

Should either party wish to modify this MOU, either during the current year or any subsequent extensions, the party desiring the modification shall submit the proposed changes for review by the other party. Only written approval of such proposed changes shall alter or modify this MOU. The party reviewing the requested changes shall either approve or reject the changes within ten (10) days. Either party may, at any time, call the other party to discuss alteration and/or review this MOU.

17. TERMINATION

This MOU may be terminated without cause by either party with thirty (30) days' notice of said termination. This MOU may be terminated for cause with ten (10) days' notice. The party being terminated shall have ten (10) days to appeal or request reconsideration of the termination by the terminating party. Should the terminating party's decision remain unchanged, either by affirmative response or no response, the termination shall be final.

18. SEVERABILITY

In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

CITY OF SPOKANE
HOUSING AND
HOMELESS SERVICES (HHS)

CITY OF SPOKANE
PARKS AND RECREATION

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certificate Regarding Debarment

ATTACHMENT A

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

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

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

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

City of Spokane Parks and Recreation Division	2026 CDBG Funded Neighborhood Park Improvements
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Nicholas A. Hamad	
Name of Certifying Official (Type or Print)	Signature
Park Planning and Development Manager	
Title of Certifying Official (Type or Print)	Date (Type or Print)

Spokane Park Board

Briefing Paper



Committee	Golf			Committee meeting date: 6-9-26
Requester	Mark Poirier		Phone number: 625-4653	
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)			Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Approval to purchase new or used golf equipment NTE \$300,000			
Begin/end dates	Begins: 06/11/2026		Ends: 12/31/2026	☐ 06/01/2525
Background/history: Golf has an ongoing need to replace aging and high-use equipment essential to daily course operations. Equipment needs may include, but not limited to, greens mowers, fairway and rough units, trim mowers, utility vehicles (pro gators), and other machinery used to transport personnel and maintain golf course facilities. Staff is requesting authorization to purchase new and/or used golf equipment in an amount not to exceed \$300,000. This request represents a conservative initial investment approach and is intended to address the most immediate equipment needs while allowing staff to closely monitor capital expenditures and operating performance as golf revenues continue to accumulate throughout the season. As additional revenue is realized and equipment priorities further evaluated, staff may return to the Board later this year with supplemental equipment replacement requests to address remaining capital needs.				
Motion wording: Approval to purchase new or used golf equipment NTE \$300,000				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name: _____				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: NTE \$300,000 Budget code: 4600-55100-9400-56203				
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: _____ Business license expiration date: _____ ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: June 09, 2026
Requester	Rich Lentz			Phone number: 625-6544
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)	Cross Reference OPR 2025-0483			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K (Maintain and Care)	Master Plan Priority Tier: (pg. 171-175)	Second Tier	
Item title: (Use exact language noted on the agenda)	Continuation of Parks Enterprise Fleet Program			
Begin/end dates	Begins: 07/01/2026		Ends: 06/30/2027	☐ 06/01/2525
Background/history: In March of 2019, Parks commenced a pilot program of lease-to-own vehicles. The division had approximately 50 light duty vehicles with an average fleet age of 14.9 years of age prior to beginning this program. Parks was spending over \$150,000 per year on maintenance and repair costs for the existing fleet, prior to the pilot. Parks currently has 33 vehicles in the Enterprise fleet program. The average holding period is 5 years with an average annual acquisition rate of 6.6 vehicles per year (includes new vehicles and trade-ins). The resale market has been extremely strong throughout this period. In 2026, Parks has sold 6 vehicles with 4 of the 6 vehicles selling for more than the purchase price.				
Motion wording: Approve the continuation of the Parks fleet replacement program in 2026-2027 for additional lease-to-own payments not to exceed \$180,000.				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Enterprise Fleet Name: Cody Bykonen Email address: cody.rbykonen@efleets.com Phone: (425) 917-6308				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Rich Lentz Grant Management Department/Name:				
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: \$180,000 Budget code: Existing fleet budgets				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the City's A&E Roster - City of Spokane ☐ UBI: Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

Spokane Park Board

Briefing Paper



Committee	Finance Committee Committee meeting date: June 9, 2026		
Requester	Fianna Dickson Phone number: 509.625 6297		
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☒ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)	2022 0294		
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)	Goal L, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Naming Rights List Update		
Begin/end dates	Begins: 06/11/2026 Ends: ☒ 06/01/2525		
Background/history: In April 2022, the Park Board approved a list of Parks & Recreation assets available for naming rights. This serves as an update to the list, with a few additions and modifications.			
Motion wording: Motion to approve the updated naming rights list			
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Fianna Dickson Grant Management Department/Name: _____			
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: N/A Budget code: N/A			
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the City's A&E Roster - City of Spokane ☐ UBI: _____ Business license expiration date: _____ ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)			

**Potential Parks & Recreation Assets
Available for Naming Sponsorship**
Updated for Park Board review: June 2026
Updated items in green
Original Board-approved version: April 2022



Places

Sports fields or courts

- Soccer
- Football
- Softball/Baseball
- Tennis/Pickleball
- Futsal
- Basketball (those not sponsored by Hooptown USA)
- Other sports to include volleyball, bocce, horseshoe, etc.

Facilities within parks

- Pools
- Splash pads
- Ponds
- Bridges
- Picnic shelters
- Benches/tables
- Drinking fountains
- Community gardens or flowerbeds
- Playgrounds
- Pathways
- Pavers
- Meadows
- Trails and trailheads
- Parking lots

Specialty parks

- Skate parks
- Dog parks
- Disc golf and youth disc golf courses

Specific assets in parks & joint Together Spokane assets

- Finch Arboretum conference rooms inside the Woodland Center
- Corbin Art Center classrooms or porch
- Shadle Park performance stage

- Redband Park river put-in
- Manito Park loop drive
- Merkel RV lot
- Merkel BMX track
- ~~Merkel Synthetic Turf Fields~~ Note: covered in the Fields section
- ~~Camp Sekani parking area~~ Note: covered in the Facilities section
- Madison Elementary/Franklin Park indoor recreation center
- Indoor pool at Spokane Community College
- Outdoor learning centers

Park Operations

- Complex
- Conference rooms

Golf

- Courses (course would maintain the name, but add after name, "Presented by")
- Patios
- Pavers
- Sponsor items could include flags, sticks, tee markers, range balls/targets, score cards

Riverfront Park **Indicates Park Board has already approved naming (2019)*

- U.S. Pavilion*
- U.S. Pavilion conference rooms* (1 SkyRoom, 2 meeting rooms) (Family name only)
- U.S. Pavilion terraced seating* (10) (Family name only)
- Numerica Skate Ribbon party room* (Family name only)
- Loeff Carrousel (Carrousel would maintain name, but add after name, "Presented by")
- Loeff Carrousel animals* (54) (adoption recognition only, not naming of animals)
- Loeff Carrousel party rooms* (4) (Family name only) & patio
- Boardwalks at Red Wagon Meadow or Loeff Carrousel
- Clock tower stairwell & observation deck
- Dog park*
- Plazas & overlooks
- Promenade
- Picnic shelters* (North, Post St.)
- Meadows
- Bridges
- Butterfly*
- Engraved pavers & fence tags*
- Art markers

Programs, Projects & Equipment

Recreation

- Scholarship program
- Category sponsor, like Outdoor, Wellness & Enrichment, etc.
- Program sponsor, like Mobile Rec, TRS Powderhounds, youth golf, open gym volleyball, etc.
- Leagues or tournaments, like e-sports or adult athletics
- Winter grooming
- Aquatics swimming lessons, lifeguard training, free swim days
- Aquatics events like family nights or Youth Fishing Frenzy
- Adaptive equipment
- Outdoor recreation equipment (SUPs) & trailers (SUP, wine tour, kayak)
- Aquatics pool covers and funbrellas
- Transportation van
- Cornhole targets
- Recreation Activity Guide or Summer Camps Guide printing & distribution

Riverfront Park

- Community Engagement programs, like Storytime at the Carrousel, free yoga & spin classes
- Community Engagement category, like Health & Wellness
- Light up the Night holiday tree walk & trail of lights
- Spring or Winter Market
- NYE and 4th of July Fireworks
- Ice Skating lessons, DJ nights, Cheap Skate nights, etc.
- Event venue grant program
- Community concerts

Maintenance

- Annual garden planting program
- Adopt-a-park program
- Water conservation “water wise” replacement project area
- Goat grazing project area
- SpoCanopy tree planting project
- Art maintenance project
- Interpretive sign project
- Fleet and utility vehicles, including lawn mowers, etc.

Other/Misc.

- Banners at ~~Merkel & SE Sports Complex~~ sports fields
- Volunteer appreciation program
- Employee recognition program
- Employee uniforms