



## Spokane Park Board Land Committee

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

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

**WebEx virtual meeting:**

Call-in: 408-418-9388; Access code: 2483 907 5788  
Al Vorderbrueggen – Operations Director

### Committee Members:

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

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

The public may listen to the meeting by calling 408-418-9388 and entering access code **2483 907 5788**, when prompted.

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

### AGENDA

**Call to order** – Greta Gilman

**Public comment** – Greta Gilman

#### Action Items:

1. [On-call boiler maintenance and repair contract with Carrier Commercial Services for 3 years with option for one-1 year renewal \(\\$50,000.00 annually\)](#) – Carl Strong
2. [Liberty Concrete, LLC. / Make Beacon Hill Public Phase 2 Construction \(\\$1,748,573.00 plus tax\)](#) – Nick Hamad
3. [Northwest Playground Equipment, Inc. / Make Beacon Hill Public Play Equipment Purchase \(\\$161,384.00 + tax\)](#) – Nick Hamad

#### Discussion Items:

1. [STA Division Street Bus Rapid Transit Project Briefing](#) – Daniel Wells (STA)
2. [Alternative use request \(Ground Lease\) / Finch Arboretum](#) – Nick Hamad
3. [Alternative use request follow up \(access easement\) – 44<sup>th</sup> Ave / Fish Lake Trail](#) – Nick Hamad

4. Work item briefing – Your Place Park & Park Dedication Ordinance – Nick Hamad

**Unfinished Business Items:**

**Standing Report Items:**

**Adjournment**

Agenda Subject to Change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mLOWmaster@spokanecity.org](mailto:mLOWmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> 2/5/2025
<b>Requester</b>	Carl Strong	<b>Phone number:</b> ext 5415
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other	
<b>City Clerks file</b> (OPR or policy #)		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	maintain & care	<b>Master Plan Priority Tier:</b> second (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	On-call boiler maintenance and repair contract with Carrier Commercial Services for 3 years with option for one-1 year renewal (\$50,000.00 annually)	
<b>Begin/end dates</b>	Begins: 04/01/2025	Ends: 03/31/2028 <input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Corbin Art Center, Manito Park, Riverfront Park, Spokane Parks Aquatics and other facilities may all be subject to boiler maintenance and repair. This contract will cover all areas under one on-call contract. This does not limit Parks to seek boiler maintenance and repairs elsewhere. This contract will run for 3 years at \$50,000 per year, with an option to renew for one additional year. A request for quote (RFQ 6315-25) resulted in 3 quotes with Carrier coming in the lowest.		
<b>Motion wording:</b> Move to approve On-call boiler maintenance and repair contract with Carrier Commercial Services for 3 years with option for one-1 year renewal (\$50,000.00 annually)		
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Carrier Commercial Services Name: Steven Leist                                      Email address: steven.leist@carrier.com                                      Phone: 509-425-3332		
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: cstrong@spokanecity.org Grant Management Department/Name:		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$50,000 (annually)                                      Budget code: 1400-54500-76810-54802 (Other codes as needed for project)		
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor		
<b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-340-198    Business license expiration date: 7/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> February 5, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B Objectives 1&2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Liberty Concrete, LLC. / Make Beacon Hill Public Phase 2 Construction (\$1,748,573.00 plus tax)		
<b>Begin/end dates</b>	Begins: 02/17/2025	Ends: 06/01/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Contract with apparent low responsive bidder to PW ITB #6295-25, Liberty Concrete, LLC for construction of the 'Make Beacon Hill Public - Phase 2' project. Contracted scope constructs improvements @ 2 park locations, John H. Shields Park &amp; Camp Sekani Park, specifically including work outlined in the project base bid and alternates 2, 3, &amp; 5. Additionally, contractor confirmed they will hold their bid pricing for alternate #4, which is not included in the current contract but which may be added via contract amendment later during construction.</p> <p>This project is jointly funded by City of Spokane Parks, Spokane County Parks, several private donors, and a Land &amp; Water Conservation Grant administered by the Washington State Recreation &amp; Conservation Office (RCO).</p>			
<b>Motion wording:</b>			
Motion to approve Liberty Concrete, LLC. construction contract for the Make Beacon Hill Public Phase 2 project in the amount of \$1,748,573.00 plus tax.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Liberty Concrete, LLC.			
Name: Thomas Lariviere		Email address: <a href="mailto:estimating@libertyconcretecda.com">estimating@libertyconcretecda.com</a> Phone: 1.208.991.1302	
<b>Distribution:</b>			
Parks – Accounting		Doug Chase	
Parks – Sarah Deatrich		Garrett Jones	
Requester: Nick Hamad		Thea Prince	
Grant Management Department/Name:		Skyler Brown	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$1,905,944.57 (tax inclusive)		Budget code: 1950-54920-94760-56501-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 605-011-736 Business license expiration date: 12/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	





Bid Tabulation - Make Beacon Hill Public - Phase 2

Bid Item	Description	UOM	Quantity	A.M. LANDSHAPER, INC.	BACON CONCRETE, INC.	CAMERON-REILLY, LLC.	DW EXCAVATING	INLAND INFRASTRUCTURE	JR CONSTRUCTION	LIBERTY CONCRETE LLC	N.A. DEGERSTROM, INC.	AVERAGE	% OF ESTIMATE (LOW BID)	% OF ESTIMATE (AVG BID)
<b>TOTAL BASE BID (NO TAX)</b>	Total Bid	Each	1	<b>\$2,544,100.00</b>	<b>\$2,281,333.00</b>	<b>\$2,351,510.00</b>	<b>\$1,898,000.00</b>	<b>\$2,026,500.00</b>	<b>\$1,932,047.00</b>	<b>\$1,479,103.00</b>	<b>\$2,790,000.00</b>	\$2,162,824.13	85%	113%
Washington State Retail Sales Tax (9.0%)				\$228,969.00	\$205,319.97	\$211,635.90	\$170,820.00	\$182,385.00	\$173,884.23	\$133,119.27	\$251,100.00	\$194,654.17		
<b>TOTAL BASE BID +TAX</b>				<b>\$2,773,069.00</b>	<b>\$2,486,652.97</b>	<b>\$2,563,145.90</b>	<b>\$2,068,820.00</b>	<b>\$2,208,885.00</b>	<b>\$2,105,931.23</b>	<b>\$1,612,222.27</b>	<b>\$3,041,100.00</b>	<b>\$2,357,478.30</b>		
ALTERNATE 1 - Shields Water Service	Total Bid	Each	1	\$249,320.00	\$209,353.00	\$129,000.00	\$91,200.00	\$127,000.00	\$61,520.00	\$78,695.00	\$105,000.00	\$131,386.00	82%	175%
ALTERNATE 2 - Shields Pedestrian Crossing	Total Bid	Each	1	\$132,950.00	\$109,659.00	\$110,000.00	\$78,500.00	\$115,000.00	\$86,640.00	\$85,448.00	\$125,000.00	\$105,399.63	96%	129%
ALTERNATE 3 - Sekani Added Parking	Total Bid	Each	1	\$228,200.00	\$103,082.00	\$100,000.00	\$100,800.00	\$121,000.00	\$109,280.00	\$74,548.00	\$125,000.00	\$120,238.75	78%	127%
ALTERNATE 4 - Sekani Pedestrian Crossing	Total Bid	Each	1	\$228,800.00	\$157,272.00	\$190,000.00	\$157,500.00	\$157,750.00	\$101,760.00	\$100,113.00	\$180,000.00	\$159,149.38	74%	118%
ALTERNATE 5 - Sekani Restroom	Total Bid	Each	1	\$264,000.00	\$36,801.00	\$160,000.00	\$111,200.00	\$165,000.00	\$15,000.00	\$109,474.00	\$115,000.00	\$122,059.38	70%	90%
ALTERNATE 6 - Rock Excavation per CY	Total Bid	Each	1	\$200.00	\$2,500.00	\$1,000.00	\$325.00	\$350.00	\$500.00	\$483.00	\$300.00	\$707.25	-	-
<b>TOTAL BASE + ALL ALTERNATES (NO TAX)</b>				<b>\$3,647,570.00</b>	<b>\$2,900,000.00</b>	<b>\$3,041,510.00</b>	<b>\$2,437,525.00</b>	<b>\$2,712,600.00</b>	<b>\$2,306,747.00</b>	<b>\$1,927,864.00</b>	<b>\$3,440,300.00</b>	<b>\$2,801,764.50</b>	91%	114%
Washington State Retail Sales Tax (9.0%)				\$328,281.30	\$261,000.00	\$273,735.90	\$219,377.25	\$244,134.00	\$207,607.23	\$173,507.76	\$309,627.00	\$252,158.81	-	-
<b>TOTAL ALL WORK + TAX</b>				<b>\$3,975,851.30</b>	<b>\$3,161,000.00</b>	<b>\$3,315,245.90</b>	<b>\$2,656,902.25</b>	<b>\$2,956,734.00</b>	<b>\$2,514,354.23</b>	<b>\$2,101,371.76</b>	<b>\$3,749,927.00</b>	<b>\$3,053,923.31</b>	-	-

<b>AWARD SCENARIO 1: Base+ Shields Crossing: (Alt 2)</b>	\$2,677,050.00	\$2,390,992.00	\$2,461,510.00	\$1,976,500.00	\$2,141,500.00	\$2,018,687.00	\$1,564,551.00	\$2,915,000.00	\$2,268,223.75	86%	123%
Washington State Retail Sales Tax (9.0%)	\$240,934.50	\$215,189.28	\$221,535.90	\$177,885.00	\$192,735.00	\$181,681.83	\$140,809.59	\$262,350.00	\$204,140.14		
<b>TOTAL SCENARIO 1:</b>	<b>\$2,917,984.50</b>	<b>\$2,606,181.28</b>	<b>\$2,683,045.90</b>	<b>\$2,154,385.00</b>	<b>\$2,334,235.00</b>	<b>\$2,200,368.83</b>	<b>\$1,705,360.59</b>	<b>\$3,177,350.00</b>	<b>\$2,472,363.89</b>		

<b>AWARD SCENARIO 2: Base+Shields Crossing / Sekani RR: (Alts2,5)</b>	\$2,941,050.00	\$2,427,793.00	\$2,621,510.00	\$2,087,700.00	\$2,306,500.00	\$2,033,687.00	\$1,674,025.00	\$3,030,000.00	\$2,390,283.13	89%	123%
Washington State Retail Sales Tax (9.0%)	\$264,694.50	\$218,501.37	\$235,935.90	\$187,893.00	\$207,585.00	\$183,031.83	\$150,662.25	\$272,700.00	\$215,125.48		
<b>TOTAL SCENARIO 2:</b>	<b>\$3,205,744.50</b>	<b>\$2,646,294.37</b>	<b>\$2,857,445.90</b>	<b>\$2,275,593.00</b>	<b>\$2,514,085.00</b>	<b>\$2,216,718.83</b>	<b>\$1,824,687.25</b>	<b>\$3,302,700.00</b>	<b>\$2,605,408.61</b>		

<b>AWARD SCENARIO 3: Base+Shields Cross/Sekani RR/Parking: (Alts 2,3,5)</b>	\$3,169,250.00	\$2,530,875.00	\$2,721,510.00	\$2,188,500.00	\$2,427,500.00	\$2,142,967.00	\$1,748,573.00	\$3,155,000.00	\$2,510,521.88	88%	123%
Washington State Retail Sales Tax (9.0%)	\$285,232.50	\$227,778.75	\$244,935.90	\$196,965.00	\$218,475.00	\$192,867.03	\$157,371.57	\$283,950.00	\$225,946.97		
<b>TOTAL SCENARIO 3:</b>	<b>\$3,454,482.50</b>	<b>\$2,758,653.75</b>	<b>\$2,966,445.90</b>	<b>\$2,385,465.00</b>	<b>\$2,645,975.00</b>	<b>\$2,335,834.03</b>	<b>\$1,905,944.57</b>	<b>\$3,438,950.00</b>	<b>\$2,736,468.84</b>		

<b>AWARD SCENARIO 4: B+Both Cross+Sekani RR&amp;parking:(Alts 2,3,4,5)</b>	\$3,398,050.00	\$2,688,147.00	\$2,911,510.00	\$2,346,000.00	\$2,585,250.00	\$2,244,727.00	\$1,848,686.00	\$3,335,000.00	\$2,669,671.25	87%	123%
Washington State Retail Sales Tax (9.0%)	\$305,824.50	\$241,933.23	\$262,035.90	\$211,140.00	\$232,672.50	\$202,025.43	\$166,381.74	\$300,150.00	\$240,270.41		
<b>TOTAL SCENARIO 4:</b>	<b>\$3,703,874.50</b>	<b>\$2,930,080.23</b>	<b>\$3,173,545.90</b>	<b>\$2,557,140.00</b>	<b>\$2,817,922.50</b>	<b>\$2,446,752.43</b>	<b>\$2,015,067.74</b>	<b>\$3,635,150.00</b>	<b>\$2,909,941.66</b>		

recommend award of scenario 3  
(base + bid alts 2, 3 & 5)

## Bid Response Summary

**Bid Number** PW ITB 6295-25  
**Bid Title** Make Beacon Hill Public - Phase 2  
**Due Date** Monday, January 27, 2025 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Liberty Concrete LLC  
**Submitted By** Allison Beard - Monday, January 27, 2025 12:56:36 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 estimating@libertyconcretecda.com 208-991-1302

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the project requirements.	Acknowledged and Agreed
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed

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.	Acknowledged and Agreed
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 Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged and Agreed
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered and licensed contractor at time of Bid submittal.	Acknowledged and Agreed
COMPLETION TIME	The bidder agrees to start work under this contract within ten (10) days of the Notice to Proceed and shall physically complete work on the two project sites as required below: i. Site 1 – John H. Shields Park shall be substantially complete by July 18th, 2025. ii. Site 2 – Camp Sekani Park shall be substantially complete by November 7th, 2025. Note – Work at site 1 must be substantially complete prior to the commencement of work at site 2.	Acknowledged and Agreed
CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) regarding this bid. If this person is not the person who would be authorized to sign a contract, if awarded, please indicate name and email address of that person as well.	Point of Contact - Allison Beard; 208.991.1302; estimating@libertyconcretecda.com; Signatory: Thomas LaRiviere, Managing Member; 208.991.1302; estimating@libertyconcretecda.com
PUBLIC WORKS REQUIREMENTS		
1	The work under this contract constitutes a public work under state law.	Acknowledged and Agreed
2	Payment/performance bonds will be required.	Acknowledged and Agreed
3	Statutory retainage will be required.	Acknowledged and Agreed

4	<p>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 &amp; I).</p>	Acknowledged and Agreed
5	<p>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:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, January 27, 2025.</p>	Acknowledged and Agreed
6	<p>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.</p>	Acknowledged and Agreed
7	<p>The Contractor and any 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 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 "Affidavit 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).</p>	Acknowledged and Agreed
8	<p>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&amp;I.</p>	Acknowledged and Agreed

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	Acknowledged	and Agreed
TECHNICAL REQUIREMENTS			
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Acknowledged	and Agreed
Scope of Work	The Contractor has reviewed and understands the document entitled "PW ITB 6295-25 "Make Beacon Hill Public - Phase 2" Bid Document" as well as the Specs and Drawings in the 'Documents' tab.	Acknowledged	and Agreed



Scope of Work

• Base Bid: o The project base bid includes the enlargement, expansion and improvement of two (2) primitive dirt parking lots / trailheads which serve the Beacon Hill Recreation area, one of which is located at John H. Shields Park, and the other which is located at the Camp Sekani Park trailhead. Work generally includes, but is not limited to the below:  Enlargement, expansion & improvement of two (2) trailheads  Protection of existing trees in place as noted  Removal of trees, removal of structures (including hazardous materials abatement), removal of hard surfaces, clearing and grubbing of on-site vegetation, and other demolition and site preparation as noted in the contract documents.  Site grading, retaining wall construction, and pavement of two (2) new paved parking surfaces, pathways & plazas.  Construction of new lighting, electric systems, cctv, and appurtenance improvements as noted in the contract documents.  At John H. Shields Park, minor renovation of one (1) existing parking lot to remain, construction of a new crushed rock adaptive trail, bouldering playground, and associated appurtenances.  Landscape improvements including native dryland seeding, native species planting, and shoreline mitigation plantings with temporary irrigation as noted in the habitat management plan / contract documents. • Bid Alternates: o Bid Alternate 1: 'Site 1 – Shields Park Water Service'  Construction of a new water main extension and domestic supply to a drinking fountain and associated appurtenance improvements for John H. Shields Park per contract documents. o Bid Alternate 2: 'Site 1 – Shields Pedestrian Crossing'  Construction of a new pedestrian crossing of Upriver Drive and associated appurtenance improvements at John H. Shields Park per contract documents. o Bid Alternate 3: 'Site 2 – Sekani Added Parking'  Construction of additional parking stalls and associated appurtenance improvements at Camp Sekani Park per contract documents o Bid Alternate 4: 'Site 2 – Sekani Pedestrian Crossing'  Construction of a new pedestrian crossing of Upriver Drive, associated connecting trail and associated appurtenance improvements at Camp

I understand and I agree

	<p>Sekani Park per contract documents.</p> <ul style="list-style-type: none"> <li>o Bid Alternate 5: 'Site 2 – Sekani Restroom' □ Installation of owner-furnished, pre-manufactured restroom building &amp; associated site improvements at Camp Sekani Park per contract documents.</li> <li>o Bid Alternate 6: 'Rock Excavation per cubic yard' □ Per cubic yard removal of bedrock and placement of contractor furnished bedding / backfill material as noted in specification section 312000, earth moving.</li> </ul>	
Scope of Work	<p>Work shall be completed, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.</p>	Acknowledged and Agreed
Scope of Work	<p>The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.</p>	Acknowledged and Agreed
Professionalism	<p>Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.</p>	Acknowledged and Agreed
BID		
1	<p>Please download the 'Bid Proposal' Pages 11-14 of the PWITB #6295-25 Make Beacon Hill Public - Phase 2 Bid Document in the 'Documents' tab, complete, and upload the completed document here.</p>	FINAL - TURNED IN BID PROPOSAL.pdf
2	<p>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 Page 18 of the PW ITB #6295-25 Make Beacon Hill Public - Phase 2 Bid Document in the 'Documents' tab).</p>	Signed Bid Bond.pdf
3	<p>Please indicate if subcontractors will be used to complete this project.</p>	Yes



4	<p>If subcontractors will be used, please use the 'Subcontractor List' Page 15 of the PW ITB #6295-25 Make Beacon Hill Public - Phase 2 Bid 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. THIS FORM MUST BE COMPLETED AND UPLOADED HERE IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO TLESTER@SPOKANECITY.ORG BY 2:00 PM ON THE BID DUE DATE.</p>	PRINT SUB LIST.pdf	
5	<p>The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.</p>	Acknowledged and Agreed	
6	<p>Contractor acknowledges receipt of _____ Addenda for this project.</p>	1-2	
CONTRACTOR RESPONSIBILITY			
1	Washington State Contractor's Registration No.	LIBERCL777BR	
2	Contractor's U.B.I. Number	605-011-736	
3	Contractor's Washington Employment Security Department Number	000-643683-00-3	
4	Contractor's Washington Excise Tax Registration Number	605-011-736	
5	Contractor's City of Spokane Business Registration Number	LIBERCL777BR;	605011736
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			

1

The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.

Acknowledged and Agreed

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
								One million four hundred seventy nine thousand one hundred three dollars and no cents
	1	Total Bid	Base	Each	1.00	\$1,479,103.00	\$1,479,103.00	
<b>Total Base Bid</b>		\$1,479,103.00						



CITY OF SPOKANE - PURCHASING  
915 N Nelson St.  
Spokane, WA 99202

## PW INVITATION TO BID

<p>PW ITB NUMBER: 6295-25 TITLE: MAKE BEACON HILL PUBLIC – PHASE 2</p> <p>BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department</p> <p>MANDATORY PRE-BID MEETING: Wednesday, January 8, 2025 at 1:30 pm – City Hall Lobby, Tribal Conference Room, 808 W Spokane Falls Blvd., Spokane WA</p> <p>QUESTION DEADLINE: 1/16/25 3:00 pm pst</p>	<p>PROPOSAL DUE DATE: 01/27/2025 <u>TIME: 1:00 pm pst</u></p> <p><u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
--	---

**BID SUBMITTED BY:**

**COMPANY** Liberty Concrete LLC

**MAILING ADDRESS** 3448 N Huetter Rd.  
Coeur d'Alene, ID 83814

**PHYSICAL ADDRESS** 3448 N Huetter Rd.  
Coeur d'Alene, ID 83814

**PHONE NUMBER** 208.991.1302

**E-MAIL ADDRESS** estimating@libertyconcretecda.com

**THEA PRINCE**  
Purchasing

**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:** #6925-25 MAKE BEACON HILL PUBLIC – PHASE 2

#### 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 prices:

BASE BID: (Total Bid Schedules 1&2 – no tax included):	\$ 1,479,103.00
ALTERNATE 1: Shields Water Service (no tax included)	\$ 78,695.00
ALTERNATE 2: Shields Pedestrian Crossing (no tax included)	\$ 85,448.00
ALTERNATE 3: Sekani Added Parking (no tax included)	\$ 74,548.00
ALTERNATE 4: Sekani Pedestrian Crossing (no tax included)	\$ 100,113.00
ALTERNATE 5: Sekani Restroom (no tax included)	\$ 109,474.00
ALTERNATE 6: Rock Excavation per Cubic Yard (no tax included)	\$ 483.00

RECOMMENDED  
CONTRACT  
SCOPE ITEMS  
HIGHLIGHTED

CONTRACTOR  
AGREED TO HOLD  
THIS PRICE FOR  
FUTURE AMENDMENT  
INTO CONTRACT

#### ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1-2 and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder agrees to start work under this contract within ten (10) days of the Notice to Proceed and shall physically complete work on the two project sites as required below:

- i. Site 1 – John H. Shields Park shall be substantially complete by July 18<sup>th</sup>, 2025.
- ii. Site 2 – Camp Sekani Park shall be substantially complete by November 7<sup>th</sup>, 2025.

Note – Work at site 1 must be substantially complete prior to the commencement of work at site 2.

**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 FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. LIBERCL777BR  
(must be in effect at time of bid submittal)

U.B.I. Number 605-011-736

Washington Employment Security Department Number 000-643683-00-3

Washington Excise Tax Registration Number 605-011-736

City of Spokane Business License Number 605011736 001 0001  
(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: Liberty Concrete LLC

  
Signature of Bidder's Authorized Representative

Thomas LaRiviere, Managing Member  
Title

3448 N Huetter Rd. Coeur d'Alene, ID 83814  
Address

208.991.1302  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On January 27, 2025

*date*

(Seal Or Stamp)

  
Signature of Notary Public

My appointment expires 11/19/2026



**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 IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO [TPRICE@SPOKANECITY.ORG](mailto:TPRICE@SPOKANECITY.ORG) BY 2:00 PM ON THE BID DUE DATE.**

# SUBCONTRACTOR LIST

**City of Spokane Project Name: PW ITB #6925-25 MAKE BEACON HILL PUBLIC – PHASE 2**

*This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.*

**RCW 39.30.060 (as amended) states:**

*“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.*

*The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work **shall render the prime contract bidder's bid nonresponsive and, therefore, void.**” (emphasis added)*

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

McKinstry Co LLC

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**Work to be performed:**

HVAC

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**Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)**

McKinstry Co LLC

---

**Work to be performed:**

Plumbing

---

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

Pacific Northwest Electric LLC

---

**Work to be performed:**

Electrical

---

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

Liberty Concrete LLC to Self-Perform

---

**Work to be performed:**

Rebar Installation &

---

Structural Steel Installation

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## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

- MBE GOAL OF TEN PERCENT OF THE TOTAL PROJECT BID AMOUNT
- WBE GOAL OF SIX PERCENT OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION**

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
Trafficorp; W2F0019831	\$3,250.00

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ <u>192,786.40</u>	MBE TOTAL	\$ <u>0.00</u>
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ <u>115,671.84</u>	WBE TOTAL	\$ <u>3,250.00</u>
COMBINATION GOAL:	\$ <u>308,458.24</u>	MBE/WBE TOTAL	\$ <u>3,250.00</u>

\*Designate MBE or WBE

Mr./ Mrs./ Ms. Thomas LaRiviere has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

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

**BID BOND**

We, Liberty Concrete LLC as Principal, and United States Fire Insurance Company 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

**Make Beacon Hill Public – Phase 2**

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 January 13, 2025

AS PRINCIPAL

Liberty Concrete LLC

By: 

Title: Managing Member

A valid POWER OF ATTORNEY must accompany this bond.

United States Fire Insurance Company  
AS SURETY

By: 

Taj Hoard-Sire Attorney in Fact



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Taj Hoard-Sire**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond  
Principal: Liberty Concrete LLC  
Obligee: City of Spokane

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

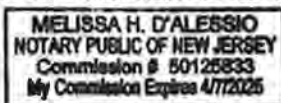
**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13th day of January - 20 25

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President

**OPERATING AGREEMENT  
OF  
LIBERTY CONCRETE, LLC  
AN IDAHO LIMITED LIABILITY COMPANY**

This Operating Agreement is made and entered into in duplicate originals as the 29th day of August, 2022, Thomas LaRiviere III, as the sole member of LIBERTY CONCRETE, LLC, an Idaho Limited Liability Company ("Company" herein).

**ARTICLE I  
FORMATION OF COMPANY; NAME;  
PRINCIPAL PLACE OF BUSINESS**

Section 1.01 Formation. 29<sup>th</sup> of AUGUST 2022, the parties hereto organized an Idaho Limited Liability Company by filing a Certificate of Organization with the Idaho Secretary of State in accordance with Idaho Code § 30-25 ("Act").

Section 1.02 Name. The Company shall operate under the name of LIBERTY CONCRETE, LLC.

Section 1.03 Original Member. The initial members are Thomas LaRiviere III

Section 1.04 Principal Place of Business. The principal place of business of the Company shall be 3448 North Huetter Road, Coeur d Alene Idaho 83814, and at such other places of business as may be designated by the Members.

Section 1.05 Registered Office; Agent. The Company's initial registered office shall be at the office of its registered agent at 3448 North Huetter Road, and the name of its initial registered agent at such address shall be Thomas LaRiviere III.

**ARTICLE II  
BUSINESS OF COMPANY**

The purpose and character of the business of the Company is to engage in the business of doing commercial framing and construction. In addition, the Company may engage in any other lawful manner in which to accomplish the purposes state above including but not limited to owning (either in whole or in part) and operating other business entities or participating in partnerships and joint ventures. The Company may engage in any other lawful business as the members shall determine.

**ARTICLE III  
TERM O THE COMPANY**

IN WITNESS WHEREOF, the parties have read, understood, agree to and signed this Revised Operating Agreement in duplicate originals on this 29<sup>th</sup> day of August, 2022.

MEMBER:

A handwritten signature in black ink, appearing to read 'Thomas Lariviere III', written over a solid horizontal line.

Thomas Lariviere III



**EXHIBIT "A"**

<u>Member Name and Address</u>		
THOMAS LARIVIERE III 3448 N Huetter Rd. Coeur d'Alene, ID 83814		100 %

# BID SCHEDULE 1 | PROJECT BASE BID

Schedule	Description
1	SITES 1&2 BASE BID ONLY

Project Number: 4508-19 SE Sports Complex - Phase 1

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
101	1 LS	SITE 1: JOHN H. SHIELDS PARK BASE BID IMPROVEMENTS (Per Lump Sum)	* * * * *	\$ 51.5%
102	1 LS	SITE 1: JOHN H. SHIELDS PARK ADAPTIVE TRAIL IMPROVEMENTS (Per Lump Sum)	* * * * *	\$ 3.6%
103	1 LS	SITE 2: CAMP SEKANI PARK BASE BID IMPROVEMENTS (Per Lump Sum)	* * * * *	\$ 44.9%
<b>Subtotal Schedule 1 - BASE BID (no tax)</b>				<b>\$</b>




# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.</p>	
<p>Project Name: Make Beacon Hill Public – Phase 2</p>	
	<p>Project # 6295-25</p>
<p><b>Part A: General Company Information</b></p>	
<p>Company Name <b>Liberty Concrete LLC</b></p>	
<p>Address 3448 N Huetter Rd. Coeur d'Alene, ID 83814</p>	
<p>Contact Name and Title Allison Beard, Contract Administrator</p>	
<p>Contact Phone office 208.991.1302; cell 541.953.2195</p>	<p>Contact E-mail estimating@libertyconcretecda.com</p>
<p>Years in business as a Prime Contractor 2.5</p>	<p>Years in business as a sub-contractor 2.5</p>
<p>Years in business under present Name 2.5</p>	
<p>List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years LaRiviere, Inc.</p>	
<p>Explain reason for name change(s) in the past five (5) years</p>	
<p><u>LaRiviere, Inc. and Liberty Concrete LLC are both active companies, owned by Thomas LaRiviere.</u></p>	
<p><b>Part B: Work Experience</b></p>	
<p>If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.</p>	
<p><b>List four (4) similar construction projects.</b></p>	
<p> </p>	
<p><b>Part C: Performance Evaluation</b></p>	
<p>Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?</p>	
<p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p>	
<p>If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.</p>	
<p> </p>	
<p><b>Part D: Record of Debarment / Disqualification</b></p>	
<p>Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?</p>	
<p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p>	
<p>If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.</p>	

<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
<b>Part H: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part I. Prevailing Wage</b>
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
<b>Part K. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part L. Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part M: Litigation</b>
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part N: Delinquent State Taxes</b>
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

<b>Part O: Subcontractor Responsibility</b>	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
<b>Signature</b>	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	01/27/2025
Printed Name of Authorized Representative	Title
Thomas LaRiviere	Managing Member

DATE: January 27, 2025

PROJECT: Make Beacon Hill Public – Phase 2

RE: Liberty Concrete LLC – Supplemental Bidder Responsibility Criteria

Part D: Record of Debarment/Disqualification


Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state, or other municipal government during the last five (5) years?

Thomas LaRiviere, Managing Member of Liberty Concrete LLC, is also President of LaRiviere, Inc, in which LaRiviere is debarred from bidding public works projects both as the prime contractor and a subcontractor in the state of Washington until December 2025. The debarment is due to prevailing wage violations required by the State of Washington. LaRiviere was audited on several projects that all ran concurrently. The violations were due to clerical errors primarily regarding the record keeping of Washington 4-10 agreements, in which these documents must be signed every 12 months by all employees that work on Washington public works projects. It was found that over the course of these projects there were periods in which there was a lapse between some forms, therefore overtime was not calculated accordingly. There was also calculation errors found in the fringes benefits for some employees pertaining to PTO and health insurance paid out within the time frame affected. LaRiviere has since changed several office staff, updated processes, been educated on these calculations by L&I, and changed how these time sensitive documents are filed and tracked to prevent future errors. LaRiviere has paid all wages, interest, fines, and penalties associated with the violations and will be in good standing once the debarment period has concluded.

Under Washington State business and licensing laws, Liberty Concrete LLC is its own licensed entity in the State of Washington. Liberty has approval through Washington State and L&I to bid public works jobs. The debarment of LaRiviere, Inc. has no effect on Liberty's ability, not only to bid on public work projects but to perform them as well. Furthermore, Thomas LaRiviere is not debarred from bidding on public works projects in the State of Washington.



Liberty Concrete LLC, in accordance with RCW 9A.72.085, verifying under penalty of perjury, that Liberty Concrete LLC is in compliance with the responsible bidder criteria of RCW 39.04.350(1)(g).

Signature: 

Name (printed): Thomas LaRiviere

Title: Managing Member

Date: January 27, 2025

## Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>
<p>The City’s evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>
<p>For criteria with check boxes, the bidder will check either “Yes” or “No. ” For each “Yes” answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>
<p><b>Form Submittal:</b></p>
<p>Submit this form to Purchasing Department via email within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>
<p>Email                      <a href="mailto:tlester@spokanecity.org">tlester@spokanecity.org</a></p>
<p style="text-align: center;">with the Email Subject line: Supplemental Bidder Form for Make Beacon Hill Public – Phase 2</p>
<p>Questions: Please call (509) 625-6403</p>

## 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 <b>Liberty Concrete LLC</b>	Bidders Contact Name & Phone Number Allison Beard office 208.991.1302; cell 541.953.2195
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Project Name <b>Shoshone Valley Municipal Park</b>	Project Contract Number 2445
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Project Owner Black Flag Solutions LLC	Project Location Shoshone, ID
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Project Owner Contact Name & Title Curtis Kilian, Owner	Owner's Telephone Number 208.699.4541
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Notice to Proceed Date 05/01/2023	Final Completion Date 10/15/2023	Awarded Contract Value \$1,680,000.00	Final Contract Price \$1,680,000.00
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Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)
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**Brief Project Description**  
Pavement Markings, Signs, Asphalt Paving, Concrete Curb, ADA & Ped Ramps, Irrigation System, Tree Plantings, Seed, Sod, Sidewalk, Utilities, and other misc. work.

**Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications**

Liberty Concrete was the Prime Contractor for this project. Many of the same bid items performed on this project will be performed on Make Beacon Hill Public Phase 2.

## 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.			
<b>PROJECT DETAIL</b>			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Liberty Concrete LLC		Allison Beard office 208.991.1302; cell 541.953.2195	
Project Name		Project Contract Number	
Field of Dreams		2477	
Project Owner		Project Location	
City of Ponderay		Ponderay, ID	
Project Owner Contact Name & Title		Owner's Telephone Number	
Dan Tadic, City Engineer		City of Ponderay: 208.265.5468; Dan Tadic 208.635.5825	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
07/01/2023	05/31/2024	\$8,040,157.34	\$9,959,660.58
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
LaRiviere, Inc.; This project was performed under LaRiviere, Inc., our Joint Agreement Partner in which Thomas LaRiviere is President.		Thomas LaRiviere, 208.683.2646	
<b>Brief Project Description</b> Four new synthetic turf athletic fields and related improvements at the City of Ponderay-owned Field of Dreams. Demolition, clearing and grubbing, excavation and embankment, cement treated base application, trenching and piping, footing and foundation, backfill, grading, concrete flatwork, fencing, field lighting and associated electrical improvements, synthetic turf and infill system, and other features.			
<b>Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</b>  This project was performed under LaRiviere Inc, our Joint Agreement Partner in which Thomas LaRiviere is President. The work performed at Field of Dreams is more complex in size and scope than what will be required for Make Beacon Hill Public Phase 2. The same individuals who performed on Field of Dreams will perform on Make Beacon Hill Public Phase 2.			

## 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 <b>Liberty Concrete LLC</b>		Bidders Contact Name & Phone Number Allison Beard office 208.991.1302; cell 541.953.2195	
Project Name <b>Bowdish Road Sidewalk and Bike Lane</b>		Project Contract Number 24-102	
Project Owner City of Spokane Valley		Project Location Spokane Valley, WA	
Project Owner Contact Name & Title Kelly Lynch, P.E.		Owner's Telephone Number 509.720.5001	
Notice to Proceed Date 05/28/2024	Final Completion Date 09/30/2024	Awarded Contract Value \$3,046,112.70	Final Contract Price \$3,046,112.70
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	

**Brief Project Description**  
Installation of new sidewalk, curb and gutter, road widening, traffic circle, storm water network, and asphalt replacement.

**Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications**  
Liberty Concrete was the Prime Contractor for this project. The work performed on this project is relevant to the work we will perform on Make Beacon Hill Public Phase 2.

## 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		Bidders Contact Name & Phone Number	
Liberty Concrete LLC		Allison Beard office 208.991.1302; cell 541.953.2195	
Project Name		Project Contract Number	
Croffoot Park		2485	
Project Owner		Project Location	
City of Hayden		1347 W Lancaster Rd. Hayden, ID 83835	
Project Owner Contact Name & Title		Owner's Telephone Number	
Scott Forssell, Mayor Architects West: Molly Teal, PLA		City of Hayden: 208.772.4411 Molly Teal: 208.667.9402	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
08/31/2023	05/31/2024	\$1,840,156.50	\$1,832,194.43
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
LaRiviere, Inc.; This project was performed under LaRiviere, Inc., our Joint Agreement Partner in which Thomas LaRiviere is President.		Thomas LaRiviere, 208.683.2646	
Brief Project Description			
Expansion and enhancement of the Croffoot Park Sports Complex, to include additional soccer fields, and parking on property south of the existing sports complex, a pre-fabricated restroom/concession facility, a picnic shelter, and multi-use paths to connect the different elements within the sports complex.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			
This project was performed under LaRiviere Inc, our Joint Agreement Partner in which Thomas LaRiviere is President. The work performed at Croffoot Park is consistent and relevant for what will be required for Make Beacon Hill Public Phase 2. The key individuals who performed at Croffoot Park will perform on Make Beacon Hill Public Phase 2.			

NOTE - PER CITY PURCHASING ON 01/29/2025, CONTRACTOR IS LEGALLY ALLOWED TO USE EXPERIENCE FROM ANOTHER COMPANY OWNED BY THE SAME INDIVIDUAL.

## 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		Bidders Contact Name & Phone Number	
Liberty Concrete LLC		Allison Beard office 208.991.1302; cell 541.953.2195	
Project Name		Project Contract Number	
Appleway Stormwater Improvements		2375	
Project Owner		Project Location	
City of Spokane Valley		Spokane Valley, WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
Glenn Ritter, P.E		509.720.50018	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
06/28/2021	06/30/2022	\$1,667,086.00	\$1,747,777.05
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
LaRiviere, Inc.; This project was performed under LaRiviere, Inc., our Joint Agreement Partner in which Thomas LaRiviere is President.		Thomas LaRiviere, 208.683.2646	
Brief Project Description			
Demolition of existing improvements, constructing bio-infiltration swales with stormwater conveyance structures, concrete curb & gutter, sidewalk, HMA multi-use trail, pedestrian curb ramps, new irrigation systems, irrigation revisions, sod installation, coordination with utility providers, and other related work.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			
This project was performed under LaRiviere Inc, our Joint Agreement Partner in which Thomas LaRiviere is President. The work performed on Appleway Stormwater Improvements is relevant and similar for what will be required for Make Beacon Hill Public Phase 2.			

NOTE - PER CITY PURCHASING ON 01/29/2025, CONTRACTOR IS LEGALLY ALLOWED TO USE EXPERIENCE FROM ANOTHER COMPANY OWNED BY THE SAME INDIVIDUAL.



Job number/

**SUBCONTRACT AGREEMENT**  
2024 Edition

**This Subcontract is between:**

<b>CONTRACTOR:</b>	<u>Liberty Concrete LLC</u>	<b>POC:</b> <u>Project Manager</u>
	<u>3448 N Huetter Rd.</u>	
	<u>Coeur d'Alene, ID 83814</u>	<u>Superintendent</u>
	<u>P. 208.991.1302</u>	<u>Name</u>
	<u>PM@libertyconcretecda.com</u>	<u>@libertyconcretecda.com</u>
	<b>Contractor Registration No.:</b> <u>LIBERCL777BR</u>	
<b>SUBCONTRACTOR:</b>	<u>Subcontractor</u>	<b>POC:</b> <u>Name</u>
	<u>Address</u>	
	<u>City, State, Zip</u>	
	<u>Office</u>	
	<u>Fax</u>	
	<u>Email.</u>	
	<b>Contractor Registration No.:</b> _____	
	<b>Federal Tax ID No.:</b> _____	
	<b>Worker's Compensation Account ID No.:</b> _____	
	<b>Unemployment Insurance Reference No.:</b> _____	

**The Project is:** Project Name  
Project Address

**The Owner is:** Owner Name  
Address  
City, State, Zip  
Contact and Phone Number

Subcontractor agrees to provide all supervision, materials, labor and equipment to complete the work described below in strict accordance with the Contract Documents:

ATTACH as Exhibit A- Per quote dated 00/00/0000





In consideration therefore, Contractor agrees to pay Subcontractor:

a lump sum in the amount of Dollars (\$00.00) or

according to unit prices below which on the basis of Owner's estimated quantities will yield a gross contract price of approximately <Amount> Dollars (\$<Amount>)

Item #	Description	Quantity	Unit	Unit Price	Extension
<b>TOTAL</b>					
Price <input type="checkbox"/> excludes <input checked="" type="checkbox"/> includes sales and use tax.					

cost of the work plus a fee as set forth in Appendix A.

Progress payments, less retainage of five percent (5%) or such percentage as Owner withholds from Contractor, shall be made to Subcontractor for Work satisfactorily performed no later than twenty (20) days after receipt by Contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later than twenty (20) days after receipt by Contractor of final payment from Owner for Subcontractor's Work. These payments are conditioned upon receipt of payment from Owner and such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor, and other requirements as set forth in the General Conditions of this Subcontract.



In witness hereof, Contractor and Subcontractor have executed this Subcontract effective this <Day> day of May 2024.

*The General Conditions attached hereto are a part of and are incorporated into this Subcontract.*

**Liberty Concrete LLC:**

**Subcontractor:**

\_\_\_\_\_  
By: Thomas LaRiviere  
Its: Managing Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

This Subcontract may be accepted by signature of an officer or duly authorized representative of Subcontractor without modification and returned to Contractor within TEN (10) days of its receipt. The effective date of this Subcontract shall be the earlier of TEN (10) days following its receipt by Subcontractor, or the date of Subcontractor's signature without modification.



## GENERAL CONDITIONS

### SECTION 1 GENERAL RESPONSIBILITIES

**1.1 CONTRACTS.** The Main Contract is the contract between Contractor and Owner, and the associated general conditions, special conditions, supplementary conditions, specifications, drawings, plans, applicable building codes, addenda, change orders and other modifications. The terms of the Main Contract are incorporated herein by reference; such incorporation is general and unlimited. The Subcontract is this Subcontract Agreement, together with these General Conditions. Collectively, the Main Contract and Subcontract may be referenced herein as the Contract Documents.

**1.2 OBLIGATIONS.** Subcontractor assumes toward Contractor all of the obligations and responsibilities set forth in this Subcontract as well as obligations and responsibilities Contractor assumes toward Owner in the Main Contract and agrees to be bound by the provisions thereof insofar as applicable, generally or specifically, to Subcontractor's Work, including but not limited to, those provisions pertaining to dispute resolution.

**1.3 COMPLIANCE WITH LAWS.** Subcontractor shall comply with all applicable laws and regulations, and any changes or additions thereto during the course of the Project, without additional compensation, and shall require its lower tier subcontractors to do the same.

**1.4 SITE VISITATION AND VERIFICATION.** Subcontractor has carefully examined and understands the Main Contract; has satisfied itself as to the nature and location of the Subcontract Work, the character, quantity and kind of conditions to be encountered, and the character, kind and quality of the equipment needed to prosecute the Subcontract Work; has visited and familiarized itself with the location, conditions and other matters visible at the job site which can in any manner affect the Subcontract Work; and acknowledges that it has had reasonable opportunity to complete same. Subcontractor accepts this Subcontract on the basis of the foregoing, and not in reliance upon any opinion or representation by Contractor or others.

**1.5 SUBCONTRACT PRICE.** Unless otherwise agreed in writing, the Subcontract Price includes, and Subcontractor accepts exclusive responsibility for securing and paying for: (1) all permits, fees and all federal, state, county, or city Contractor's licenses or registration necessary for the performance of the Subcontract Work; (2) all federal, state, county, municipal and other taxes, including without limitation business and occupation taxes, personal property taxes, sales taxes, use taxes, penalties and interest, based upon labor, services, goods, equipment or other items acquired, performed, furnished or used in connection with the Subcontract Work; (3) paying any contributions, taxes or premiums, including penalties and interest, measured upon Subcontractor's payroll or required to be withheld from Subcontractor's employees; and (4) paying any pension, welfare, vacation, annuity and other benefit contributions owed in connection with labor agreements or applicable law.

**1.6 WORKERS COMPENSATION.** Subcontractor has the status of employer as defined by Industrial Insurance, the Workers' Compensation and Unemployment Compensation Acts, Social Security, and other similar laws, rules and regulations of the federal, state and local government. Subcontractor shall withhold from its payroll applicable social security taxes, workers' compensation, and unemployment compensation contributions and withholding taxes and timely pay same, and Contractor shall in no way be liable as an employer to or on account of any of the employees of Subcontractor.

### SECTION 2 SAFETY

**2.1 SAFE ENVIRONMENT.** Safety is of paramount concern on the Project, and Subcontractor shall take all actions possible to create and maintain a safe working environment. In no event shall safety be compromised for efficiency, cost, etc.

**2.2 ACCIDENT PREVENTION PROGRAMS.** Subcontractor shall provide all safety equipment to complete its Subcontract Work as part of the Subcontract price. Subcontractor agrees that it, its employees and its lower tier subcontractors and their employees shall comply with Contractor's Accident Prevention Program including, but not limited to, any workplace drug-free programs required by state or federal law, or Contractor. Subcontractor shall also require its lower tier subcontractors to comply with Contractor's Accident Prevention Program. Subcontractor shall also implement its own site specific safety program for itself and its lower tier subcontractors that (1) identifies anticipated hazards that will more likely be encountered in





all phases of the project; and (2) identify methods that will be used to abate those hazards, and shall require its lower tier subcontractors to establish and follow their own Accident Prevention Program.

**2.3 JOBSITE SAFETY MEETINGS.** Unless directed otherwise by Contractor, Subcontractor shall ensure that its employees and subcontractors attend Contractor's weekly jobsite safety meetings.

**2.4 DISCIPLINARY PROCEDURES.** Subcontractor shall have and enforce discipline procedures that will be followed in the event safety violations are discovered.

**2.5 STOPPAGE OF WORK.** Subcontractor shall immediately stop work which it or Contractor deems unsafe, or which is being performed in an unsafe manner. Subcontractor shall immediately correct the condition and shall not be entitled to any additional compensation or time for doing so.

**2.6 NOTICE.** Subcontractor shall give prompt written notice to Contractor of an incident involving bodily injury requiring a physician's care or hospitalization, property damage, or any failure that could have resulted in serious bodily injury, whether or not such an injury was actually sustained.

**2.7 HOUSEKEEPING.** Subcontractor shall regularly, and upon request by Contractor, remove and properly dispose of waste and debris, and shall generally keep its work area in as neat and organized a condition as reasonably possible. Subcontractor shall also regularly and upon request of Contractor properly dispose of hazardous waste, at its own expense, which expense may include hauling, employment of certified personnel to handle material, dump fees, etc. Subcontractor's housekeeping obligations shall include the daily cleaning of roadways, streets and appurtenances, including sidewalks. Contractor may backcharge Subcontractor for general housekeeping performed by Contractor to the extent said housekeeping arises out of Subcontractor's work.

**2.8 MATERIAL BREACH.** Breach by Subcontractor or any of its lower tier subcontractors of any of the above provisions shall be a material breach of contract and grounds for immediate termination.

### **SECTION 3 SCHEDULING/TIME OF COMPLETION**

**3.1** Time is of the essence in this Subcontract. Subcontractor shall perform the Subcontract Work as directed by Contractor in a manner that, in Contractor's opinion, benefits the overall Project schedule. Subcontractor agrees to cooperate with and coordinate its efforts with Contractor and other subcontractors whose work may interfere with the Subcontract Work. Subcontractor shall participate in the preparation of coordination drawings and work schedules as may be required by Contractor in areas of congestion, specifically advising Contractor in writing of any interference by others within twenty-four (24) hours of discovery. Should Subcontractor fall behind, it shall take necessary action to meet and maintain job progress without additional compensation, and shall be liable to and reimburse Contractor for damages resulting from or related to any delay, including, but not limited to, overtime and off-hour supervisory costs incurred by Contractor and by any of its other Subcontractors resulting from or relating to such delay.

### **SECTION 4 PAYMENT**

**4.1 WAIVERS AND RELEASES.** Contractor and Subcontractor expressly agree that Subcontractor shall provide, in a form satisfactory to Contractor, partial lien and claim waivers and releases on behalf of itself and all lower tier subcontractors and suppliers for their completed work. Subcontractor agrees that anyone completing a waiver or release on its behalf is authorized by Subcontractor to do so. Such partial lien and claim waivers and releases are an absolute condition precedent to Contractor's obligations to make progress or final payment to Subcontractor.

**4.2 RIGHT TO PAYMENT.** Subject to all other applicable terms in this Subcontract and Subcontractor's satisfaction of all payment prerequisites in the Contract Documents, Contractor shall pay Subcontractor the amount of its last approved application for payment within twenty (20) working days after Contractor receives payment from Owner for such progress billing. Contractor and Subcontractor expressly agree that Owner's payment to Contractor for the Subcontractor's account is an absolute condition precedent to Contractor's obligations to make progress or final payment to the Subcontractor. Subcontractor expressly





agrees to bear the risk of the Owner's non-payment, regardless of the reason. Subcontractor is relying on the credit of Owner, rather than Contractor, for payment of its Subcontract Work.

**4.3 PAYMENT AS TRUST FUNDS.** All payments to Subcontractor are trust funds for the payment of all sums owed by Subcontractor for labor, material, equipment, taxes, assessment, fees, penalties and all other charges pertaining to its work on the Project, and as such Subcontractor is a fiduciary for its employees, subcontractors, suppliers, and governmental entities to which taxes, assessments fees or penalties are owed, and shall pay them before it pays itself.

**4.4 PAYMENT TO LOWER TIER ENTITIES.** If it appears Subcontractor is not promptly paying its bills, if Subcontractor assigns or otherwise factors its accounts receivables, or if Contractor has any other grounds for concern, Contractor may take such steps as it deems necessary to insure that progress and final payments are used to pay such bills, including but not limited to the issuance of third party or two party checks.

**4.5 WITHHOLDING PAYMENT.** Contractor may withhold amounts otherwise due under this Subcontract, or under any other arrangement between the parties, as an offset to cover Contractor's reasonable estimate of any liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract, or under any other agreement between the parties. This offset shall be subject to adjustment when the exact amounts of liability are determined, but in no event shall the amounts withheld bear interest.

**4.6 UNIT PRICE PAYMENTS.** In the event this Subcontract contains unit price items, it is understood and agreed that any quantities mentioned are approximate only, are based upon information furnished by Owner, and are subject to change as required by the Main Contract and as ordered and directed by Contractor. Price adjustments, if any, for variations in quantity are available to Subcontractor only if they are available to Contractor under the provisions of the Main Contract, and then only proportionate to any adjustment actually obtained by Contractor from the Owner.

## SECTION 5 CHANGES

**5.1 CHANGES AUTHORIZED.** Contractor may at any time and without notice to Subcontractor's sureties, make changes in, additions to, deletions from or alterations in the Subcontract Work or time of performance. Should Subcontractor believe such order entitles it to extra time or compensation, it shall, within five working days from the date of such order, and prior to instituting the change, submit a change order proposal or cost estimate indicating the adjustment in price and/or contract time it is seeking. Failure to provide such proposal or estimate shall constitute a waiver by Subcontractor for any additional compensation or time but shall not relieve Subcontractor from performing the work and instituting the ordered changes. Should the parties be unable to agree on the price, Contractor may nevertheless order Subcontractor in writing to proceed with the Subcontract Work. Should Subcontractor begin work without such written order it shall be deemed to have waived any claim for additional compensation or time.

**5.2 COMPENSATION FOR CHANGED WORK.** Compensation for any change shall be based upon: (a) agreed upon lump sum; (b) unit prices previously agreed upon; (c) costs plus a mark-up not exceeding 10%, which percentage shall include overhead and profit; or (d) if the Subcontract amount is based upon the cost of the work plus a fee, then the amount shall be calculated as specified. Under any of the above methods the amount agreed upon shall include all time impacts, direct and indirect costs, and profit and overhead associated with the change. Furthermore, if the change is due to actions of the Owner or any person not a party to this Subcontract, then the compensation or time granted to Subcontractor shall be limited to the compensation or time Owner pays or grants Contractor for the change.

**5.3 ALLOWANCE ON CHANGED WORK.** Subcontractor shall be limited to the allowances for overhead and profit as stated in the Contract Documents. If such markups are not addressed in the Contract between Owner and Contractor, the allowance for overhead and profit shall not exceed 5% for work performed by lower tier subcontractors and 10% for work of subcontractor. This allowance for overhead and profit shall compensate Subcontractor for all costs of any kind attributable to direct and indirect delay, acceleration, or impact and for all noncraft labor, temporary construction facilities, engineering, estimating and home office costs, B&O taxes, or additional overhead because of extended time and any other cost incidental to the change in the Subcontract Work.





## SECTION 6 UNCOVERING/CORRECTION OF WORK

**6.1 UNCOVERING WORK.** Subcontractor shall, at its own expense, uncover any portion of the Subcontract Work which it covered in violation of the Contract Documents or contrary to a directive issued by Contractor, or when Contractor reasonably believes that the covered work does not conform to the Contract Documents. Subcontractor shall uncover the work within twenty-four (24) hours of Contractor's directive to do so. If the uncovered work conforms to the Contract Documents, or if its non-conforming condition is not the fault of Subcontractor, then Subcontractor shall be reimbursed for the costs associated with uncovering and restoring the work. In all other cases Subcontractor shall be responsible for uncovering, correcting and restoring the work, including any damage to work performed by others which Subcontractor damaged in uncovering the Subcontract Work.

**6.2 WARRANTIES.** Subcontractor warrants the Subcontract Work and materials furnished hereunder to Contractor and Owner on the same terms, and for the same period, as Contractor warrants the work to Owner under the Main Contract. Subcontractor warrants that it will perform its Work in a good and workmanlike manner and in conformance with the Contract Documents. With respect to the Subcontract Work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Main Contract. Without limiting the preceding sentences, this warranty shall run at least one year from the Owner's final acceptance of the Project. In no event shall Subcontractor's obligation in this regard be less than the obligation to promptly correct improper or defective Subcontract Work or materials discovered within one year from the date of final acceptance of the Project by Owner.

## SECTION 7 CLAIMS/DEFAULT

**7.1 CLAIMS.** Should Subcontractor desire to make a claim for additional compensation or time, or if it believes Contractor has breached the Subcontract, it shall submit a Notice of Claim within five (5) days of the directive or other event giving rise to the claim. The Notice of Claim shall provide, in as much detail and with as much supporting documentation as possible, the amount of additional compensation or time sought, and the contract provisions Subcontractor claims have been breached. Failure to provide such notice shall be deemed a waiver of any such claim.

**7.2 DEFAULT.** If Subcontractor refuses or fails to supply a sufficient quantity of skilled workers, proper materials, maintain the progress schedule, make prompt payment to laborers, subcontractors or suppliers, disregards any applicable law, or otherwise materially breaches this Subcontract, the Subcontractor shall be in default of this Agreement.

**7.3 FAILURE TO CURE.** If Subcontractor fails within three (3) days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Contractor, may without any prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

7.3.1 Supply sufficient laborers, material and equipment to complete the work and charge Subcontractor accordingly, including a 15% markup for overhead and profit;

7.3.2 Contract with other subcontractors to complete the work and back charge Subcontractor accordingly, including a 15% markup for overhead and profit; and/or

7.3.3 Withhold any payments due or to become due Subcontractor pending corrective action in amounts reasonably estimated as sufficient to cover potential losses.

7.3.4 Terminate this Subcontract upon three (3) days notice.

**7.4 DELAYS.** Contractor shall not be liable to Subcontractor for any damages or additional compensation as a consequence of delays caused by any person not a party to this Subcontract unless Contractor has first recovered the same on behalf of Subcontractor from said person, it being understood and agreed by Subcontractor that apart from such a recovery from said third party, Subcontractor's sole and exclusive remedy for delay shall be an extension of the Subcontract time.





**7.5 WRONGFUL TERMINATION.** If any finder of fact determines that Contractor wrongfully terminated Subcontractor for default, then the default termination shall be converted to one for convenience and damages shall be calculated as provided in Section 8.

## **SECTION 8 TERMINATION FOR CONVENIENCE**

Contractor may terminate all or any part of this Subcontract at any time for Contractor's convenience. If Owner has terminated Contractor for convenience, Subcontractor shall be paid the amount due and paid from Owner to Contractor for the Subcontract Work, less markup. Otherwise, Contractor shall pay Subcontractor for the work actually performed prior to termination in an amount proportionate to the Subcontract Price. Contractor shall not be liable to Subcontractor for any other costs or amounts, including prospective profits or unabsorbed overhead on Subcontract Work not performed.

## **SECTION 9 INSURANCE**

**9.1 INSURANCE REQUIRED.** Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or for damage to property which may arise out of Subcontractor's Work or by the work of any lower tier subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, Commercial General Liability, Excess Liability, Commercial Automobile Liability, Employers Liability and Workers Compensation. Subcontractor shall procure, maintain and pay for Workers Compensation Insurance coverage under the laws of the state where the work is performed. If Subcontractor is to provide any service involving asbestos, lead abatement, or other pollutant, Subcontractor shall also provide insurance coverage for asbestos/lead paint abatement/removal or pollution. **Minimum coverages and limits of liability for all insurance, shall be as specified in this section or if greater, the Main Contract.**

If a performance bond or liability insurance policy is required to be obtained by the subcontractor for the work covered or performed by this contract by subcontractor, subcontractor will provide a certificate of coverage and binder and/or policy declarations by a recognized insurance company or companies which requires notice to the Contractor of any lapse of coverage, payments delinquent, change in endorsements, intended cancellation of insurance reduction, alteration or other modifications which effect coverage to contractor, without giving 30 days notice to contractor as to the change in coverage. Notice shall be by regular mail to the address listed for contractor in this subcontract. Failure by Subcontractor to maintain insurance as required, Contractor may purchase said insurance or cure any default and deduct the cost of such insurance from the sums due the contractor or may maintain an action to recover said cost if no funds remain to be paid to subcontractor by this contract or retainage held. Failure by Subcontractor to maintain the required insurance constitutes a major breach of the Subcontract and in that event, Contractor is damaged by such breach, may pursue damages under applicable law or contract.

**9.2 APPROPRIATE FORMS.** Commercial General Liability insurance shall be based on Insurance Services Office ISO Form CG 00 01 or its equivalent and shall confer a status or contain an endorsement (Form CG 2503, or equivalent), requiring that the general aggregate limit of liability shall apply to this Project. The coverage includes Blanket Contractual Liability insurance applicable to Subcontractor's indemnity obligations under this Subcontract. The coverages required herein shall extend six years after substantial completion.

**9.3 ADDITIONAL INSURED ENDORSEMENT.** Subcontractor shall obtain both a Broad Form Additional Insured Status or Endorsement to its Commercial General Liability policy (Form CG 2010 10 01 and CG 2037 10 01 or equivalent) which includes completed operations coverage, as well as a Commercial Automobile Liability Policy, naming Contractor, Owner, and any other entity required by the Main Contract, as "additional insureds". The foregoing "additional insured" status or endorsements shall also include coverage for liability arising out of (a) completed operations for six years following substantial completion, (b) operations performed for Contractor or Owner by Subcontractor, (c) acts or omissions of Contractor or Owner in connection with general supervision of Subcontractor's operations, and (d) claims for bodily injury, death or property damage brought against Contractor or Owner by Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of the work under the Main Contract. The insurance afforded to above stated additional insureds under Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any



insurance purchased or maintained by additional insureds, and shall confer a status or contain an endorsement which provides the same. In the event Subcontractor and Contractor are covered by Contractor's insurance, Contractor's policy shall only apply in excess of Subcontractor's policy. Subcontractor shall provide Additional Insured Endorsements to Contractor upon request. Subcontractor shall not name Contractor or Owner as additional insured on a professional services liability agreement.

**9.4 WORKER'S COMPENSATION.** Owner-operators are required to furnish Worker's Compensation certificates, notwithstanding any statutory exemptions. For states that do not require Worker's Compensation coverage, Owner/Operators shall elect into coverage under the Workers Compensation laws of the governing state. Owner/Operators shall file with the Industrial Insurance Commission a written declaration stating that the provisions of the Worker's Compensation laws shall apply to it and its surety. The effective date of such coverage shall be the date of commencement of work under this Subcontract. Owner/Operators shall make all payments as they become due and shall furnish evidence satisfactory to Contractor of the same. Should Owner/Operator choose to revoke its election of coverage, fail to furnish satisfactory evidence of payment, or fail to elect into Worker's Compensation coverage, payments for the same shall be deducted from the Subcontract amount or from monthly progress payments, due the Subcontractor at Contractor's sole election.

**9.5 LIMITS.** Subcontractor is required to carry insurance for the amounts specified below and shall present current Certificates of Insurance and endorsements to Contractor prior to doing any work at the site. Those Certificates of Insurance shall be based on 25S Acord Form or equivalent and shall, together with appropriate endorsements, include the coverages described above and shall contain limits in the minimum amounts specified below. If Subcontractor receives any notices of cancellation or non-renewal, or any additional restrictive modifications, it shall immediately forward such notices to Contractor, but in no event later than five (5) days after receipt of same. Such Certificates of Insurance and applicable endorsements required herein shall be in a form acceptable to Contractor and shall provide satisfactory evidence that Subcontractor has complied with all insurance requirements. If Subcontractor's existing policy provides higher limits than those specified below, the higher limits shall be applicable and the certificates of insurance provided by Subcontractor shall reflect those higher limits, otherwise Subcontractor shall provide insurance with the following minimum coverage limits below:

*[Remainder of Page Intentionally Left Blank]*





<i>Worker's Compensation</i>	<i>Statutory Limits pursuant to the Laws of the State where the work is performed.</i>
<i>Commercial General Liability</i>	<i>\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate; Deductible: not greater than \$25,000.00.</i>
<i>Comprehensive Auto Liability</i>	<i>\$1,000,000.00 each occurrence.</i>
<i>Professional Services Liability</i> <b>IF APPLICABLE FOR SERVICES IN PRIME CONTRACT.</b>	<i>\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate; Required if Professional Services provided - In addition to insurance requirements listed above, Subcontractor shall provide Professional Liability Coverage (i.e. Errors and Omission liability) with an acceptable carrier to Contractor in the amount of \$1,000,000.00 which will be specific to this Project and will not be encumbered or reduced in value during the duration of Subcontract, except by claims or insurable events that may take place on this Project. Further, there shall be a 30-day written notice to Contractor of any reduction of coverage limits of liability for this policy. This policy shall have an extended reporting period of at least 24 months from the Substantial Completion of the Project. Subcontractor shall provide a certificate of insurance naming Contractor as a certificate holder.</i>
<i>Commercial Auto Liability</i> <b>(IF APPLICABLE)</b>	<i>\$1,000,000.00 each occurrence covering all leased, rented and non-owned vehicles used in connection with the Subcontract Work. Policies must include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project and contractual liability coverage. If hauling hazardous waste is part of the Subcontract Work, then this insurance and limits must be applicable to hazardous waste hauling vehicles and include an MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile). If CGL 12/04 or later edition is provided, the CA0051 1204 Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.</i>

**9.6 WAIVER OF SUBROGATION.**

Contractor and Subcontractor waive all rights against each other and by and between the Subcontractor's lower tier subcontractors, suppliers, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Subcontract or any other property insurance applicable to

the Work, except such rights as they may have to the proceeds of such insurance held by Contractor or Owner as fiduciary. Subcontractor shall require its lower tier subcontractors and suppliers to similarly waive subrogation in writing in favor of each of the parties named herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**SECTION 10 INDEMNIFICATION**

**10.1 GENERAL RESPONSIBILITIES.**

In addition to any other defense, indemnity or hold harmless obligation imposed on Subcontractor by the Subcontract or applicable law and to the fullest extent permitted by law, Subcontractor shall defend and indemnify and hold harmless, Owner, Contractor, and their respective directors, officers, employees, parents and subsidiaries of any tier, sureties, representatives, agents, successors and assigns, and any and all representatives, agents, directors, officers, employees of any of the foregoing ("Indemnified Parties") from claims, demands, costs, attorney fees, causes of action, judgments, fines, penalties, interest and liabilities of every kind whatsoever arising out of or in connection with this Subcontract, which includes but is not limited to, acts, omissions, services, work, product or fault of Subcontractor or its agents, representatives, suppliers, employees, or subcontractors. This defense and indemnity shall extend to claims occurring after this agreement is terminated as well as while it is in force. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Owner, Contractor, Architect, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising out of the sole negligence or willful misconduct of the

Contractor or its agents or employees. The defense and indemnity set forth in the section shall not be limited by any insurance requirements, or by any provision of this Agreement.





Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith.

Claims arising out of the injury or death to Subcontractor's own employees, and Subcontractor's obligations thereof are not limited by provisions of any Worker's Compensation or similar statute. Further, except as expressly required by law, no indemnification or defense obligation under the Subcontract shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts; provided Subcontractor's waiver of immunity by the provisions of this section extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Subcontractor acknowledges this Section applies to any breach of the obligations set forth in Section 2 (Safety).

Subcontractor's obligations under this Section survive termination of this Agreement and shall not be affected or limited in any way by any insurance required of or provided to Subcontractor under the Subcontract.

Claims by Contractor for defense and indemnity against Subcontractor shall be exempt from statutes of limitation and statutes of repose to the extent that claims by the Owner or any upper-tier contractor are exempt from those statutes. Notwithstanding any other statutory or contractual provision to the contrary, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time-barred, provided that they are brought within 90 days of the service of suit on such claims against Contractor by Owner, any upper-tier contractor, or third party to this Subcontract.

**10.2 WAIVER OF WORKER'S COMPENSATION IMMUNITY.** For the purposes of these indemnification provisions only, Subcontractor specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any state; provided that such waiver shall be expressly limited to Subcontractor's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts.

**10.3 INDEMNIFICATION SURVIVES TERMINATION.** Subcontractor's indemnification obligations as stated herein shall extend to claims occurring after this subcontract agreement is terminated as well as while it is in force.

**10.4 DUTY TO DEFEND.** At Contractor's option, Subcontractor shall either defend Indemnitees using a law firm chosen by Contractor or reimburse Contractor for its defense costs in all lawsuits or other actions arising out of the foregoing obligations. Subcontractor's defense obligations shall not be apportioned or reduced in any way by the negligence or fault of Indemnitees.

**THE UNDERSIGNED HEREBY CERTIFY THAT THIS SECTION WAS MUTUALLY NEGOTIATED.**

Liberty Concrete LLC

Subcontractor

## SECTION 11 DISPUTE RESOLUTION

**11.1 DISPUTE RESOLUTION.** All disputes arising out of this Subcontract shall be decided by litigation unless the parties mutually agree to another means of dispute resolution, or unless arbitration is required by the Main Contract for disputes between Owner and Contractor and Subcontractor is a part of that proceeding.

**11.2 ATTORNEYS' FEES.** The substantially prevailing party in any dispute shall be awarded its attorneys' fees and costs, including consultant and expert witness fees. If neither party wholly prevails, the party that substantially prevails shall be awarded its attorney fees and costs, including consultant and expert witness fees.



**11.3 CLAIMS ARISING FROM OWNER.** If Contractor is involved in a dispute either prosecuting or defending Subcontractor or the Subcontract Work, Subcontractor agrees to pay or reimburse Contractor for all fees and costs in connection therewith to the extent of Subcontractor's interest in the matter, whether or not Subcontractor is a party to the proceeding. Subcontractor further agrees to be bound by the decision resulting from that dispute to the same extent as Contractor, whether or not it was a party to the proceeding. Furthermore, Subcontractor will suspend or stay any action against Contractor pending resolution of Contractor's dispute with Owner, if any. With respect to claims by Subcontractor for which the Contractor believes the Owner is wholly or partially responsible, Subcontractor may, at Contractor's sole discretion, prosecute the matter in the name of Contractor, and shall take full responsibility for preparation and presentation of the case, and the associated fees and costs.

**11.4 LIMITATIONS PERIOD.** Subcontractor must file and serve a Summons and Complaint within 120 days after substantial completion of the Project. This is an absolute condition precedent to maintaining an action.

**11.5 WORK CONTINUATION AND PAYMENT.** Unless otherwise agreed in writing, Subcontractor shall continue to perform in accordance with the Project Schedule during any dispute resolution proceeding.

## SECTION 12 MISCELLANEOUS

**12.1 CHOICE OF LAW/VENUE.** This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. Except as set forth below, venue shall be in Spokane County, WA or the appropriate federal court in Washington, and Subcontractor hereby submits to the jurisdiction of those courts. At Contractor's option it may join Subcontractor in any lawsuit proceeding arising out of the Project or this Subcontract, regardless of the venue, and Subcontractor hereby submits to the jurisdiction of the courts in that jurisdiction.

**12.2 NO TERM WAIVER.** The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**12.3 INTEGRATION CLAUSE.** This Subcontract represents the final integrated understanding of the parties and shall supersede any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussions, statements, representations or agreements.

**12.4 TITLES.** The titles to the sections and paragraphs in this Subcontract are for reference only and shall not be relied upon or cited for any purpose.

**12.5 SAVINGS CLAUSE.** The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

**12.6 NO IMPLIED DUTIES.** Subcontractor expressly acknowledges and agrees that all obligations Contractor owes to Subcontractor are contained in the express written provisions of this Subcontract and that Contractor owes no implied duties or obligations to Subcontractor.

**12.7 COMPLIANCE WITH RCW 39.06.020.** Contractor does hereby verify that all first-tier subcontractors and a subcontractor of any tier utilized by Contractor will also verify compliance with Washington Statute RCW 39.06.020 in their subcontract with Contractor. In said subcontract documents executed by said subcontractor(s) it states that responsibility criteria listed in RCW 39.04.350(1) and processes electrical license, if required by chapter 19.28 RCW, an elevator license, if required by Chapter 70.87 RCW, or a plumbing license if required by 18.106 RCW.

**END OF GENERAL CONDITIONS**





**APPENDIX A**  
**SCOPE OF WORK**

PROJECT: **Project Name**

SUBCONTRACTOR: **Subcontractor**

THIS APPENDIX (A) is hereby made a part of the Subcontract between Contractor and Subcontractor. In addition to the work described in other parts of this Subcontract Agreement, the following further describes Subcontractors scope of work:

**SCOPE OF WORK:** All work necessary or incidental to complete the **SCOPE** work for the project in strict accordance with and reasonably inferable from the main contract and as specified, and all applicable general requirements for the project:

**WITH THE FOLLOWING INCLUSIONS AND EXCLUSIONS:**

**Specific Inclusions:**

1. **Review of and Compliance with Title VI Special Provisions – attached**
2. **Review of and Compliance with FHWA-1273 – attached.**
3. **Prevailing Wages apply to this project. Be sure to file your Intent and file your weekly payroll reports.**
  - A. **Liberty's intent number is: ##### Awarding Agency: **Awarding Agency/Owner Name.****
4. **A portion of this contract qualifies under WAC 458-20-171 as "Public Road Construction", also known as Rule 171. Subcontractor to furnish documentation and identify material costs on all invoices for work that falls under Rule 171 so appropriate sales/use tax can be determined.**
5. Provide all equipment required for the completion of the work.
6. Subcontractor shall be solely responsible for complete protection of adjacent surfaces; i.e. pavement, sidewalks, walls, etc. and shall be responsible for clean-up, repairs or replacement of damaged or un-cleanable surfaces.
7. Strict adherence to the project schedule administered by Liberty's project Superintendent.
8. An electronic copy of the project documents is on file; all printing, coordination and cost thereof is the responsibility of the subcontractor.
9. Provide for all submittals, samples, warranties, guarantees, and certifications as required by the contract documents. Submittals shall be in strict accordance with the contract documents.
  - A. Provide submittals in electronic format via, e-mail or CD, as applicable.
10. Provide for all handling, off- loading, unpacking, uncrating, storage and protection of materials.





11. Mobilization and demobilization as required.
12. Provide all hand labor associated with the work.
13. Subcontractor to provide as-built drawings of all installed work.
14. Adequately flag and/or protect all structures to prevent damage by other trades.
15. Furnish all labor, material, equipment, and supervision necessary to complete the work as shown and specified on the contract drawings.
16. Daily clean up and legal off-site disposal of waste or rubbish generated by this scope of work. Subcontractor shall be responsible for maintaining his work area in a clean and safe condition at all times.
17. **All applications for payment must be received by Liberty Concrete LLC. via e-mail to [PM@libertyconcretecda.com](mailto:PM@libertyconcretecda.com), [PC@libertyconcretecda.com](mailto:PC@libertyconcretecda.com) and [ap@libertyconcretecda.com](mailto:ap@libertyconcretecda.com) no later than the 20<sup>th</sup> of the month. You can project to the end of the month.**
18. **Payment Requests WILL NOT be processed until the SIGNED Subcontract and required Insurance Certificates are received.**
19. Per the specifications, five percent (5%) retainage will be held until project closeout is complete.
20. A copy of the Prime/Owner Contract and/or Payment and Performance Bonds may be provided upon the subcontractor's written request.

**Specific Exclusions:**

**PLEASE ATTACH SUB-QUOTATION TO THIS APPENDIX**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> February 5, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B Objectives 1&2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Northwest Playground Equipment, Inc. / Make Beacon Hill Public Play Equipment Purchase (\$161,384.00 plus tax)		
<b>Begin/end dates</b>	Begins: 02/17/2025	Ends: 11/01/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Purchase (5) pieces of play equipment for a new 'boulder playground' planned for construction as a part of the 'Make Beacon Hill Public - Phase 2' project. Play components are engineered concrete (GFRC) playground rock structures planned for installation @ John. H. Shields Park to create an area for young and beginning climbers to learn to climb in man-made setting. Equipment is being purchased from the NASPO - value point purchasing cooperative. This purchase order is for manufacturing, supply &amp; delivery of the play structures only. Installation of the equipment is not included in this purchase order but is included in a separate construction contract titled 'make beacon hill public - phase 2' construction.</p> <p>This equipment purchase is jointly funded by City of Spokane Parks &amp; Spokane County Parks, together with a generous donation from the Roskelley Foundation.</p>			
<b>Motion wording:</b>			
Motion to approve Northwest Playground Equipment, Inc. purchase order for Make Beacon Hill Public Play Equipment in the amount of \$161,384.00 plus tax.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name: Chris Brummett		Email address:	Phone: 1.425.313.9161
<b>Distribution:</b>			
Parks – Accounting		Garrett Jones	
Parks – Sarah Deatrich		Thea Prince	
Requester: Nick Hamad		Berry Ellison	
Grant Management Department/Name:		Skyler Brown	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$175,908.56 tax inclusive		Budget code: 1950-54920-94760-56501-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601-691-557    Business license expiration date: 2/28/26		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

# PURCHASE REQUISITION



## PURCHASE REQUISITION

**DATE:** 9-Jan-25

**APPROVED:**

**Division:** Parks & Recreation      **Ship To:** City of Spokane Parks and Recreation  
5625 E Upriver Drive Spokane, WA 99217

**Requester:** Nick Hamad      **Attn:** Nick Hamad

**Acct. #:** 1950-54920-56501-48082

**P.O. #:** \_\_\_\_\_

**Name:** Northwest Playground Equipment, Inc.      **Contact Person:** Christopher Brummett

**Address:** PO Box 2410      **Phone #:** 425-313-9161

**City:** Issaquah      **State:** WA      **Zip:** 98027-0109

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
1		<b>IHD-IDSculpture Custom - Custom Marmot TC147</b>	\$8,420.00	\$ 8,420.00
1		<b>AP004 - Home Tree</b>	\$24,850.00	\$ 24,850.00
1		<b>PB005 - Montanta Special</b>	\$ 39,920.00	\$ 39,920.00
1		<b>CB001 - Palisades Boulder</b>	\$ 32,960.00	\$ 32,960.00
1		<b>PB017 - Sawtooth Boulder</b>	\$ 51,110.00	\$ 51,110.00
		<b>Sub Total:</b>		\$ 157,260.00
		<b>NASPO-NASPO Value Point Cooperative Purchasing</b>		
		<b>Discount:#10700-00015852</b>	<b>10% Discount</b>	<b>\$ (14,336.00)</b>
		<b>Quote# CB-182025-00003936</b>		
		<b>Shipping/Freight:</b>		\$ 18,460.00
			<b>TOTAL:</b>	<b>\$ 161,384.00</b>
			<b>TAX:</b>	<b>\$ 14,524.56</b>
			<b>GRAND TOTAL</b>	<b>\$ 175,908.56</b>



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

## QUOTE

Quote # CB-182025-00003935

Quote Name: Make Beacon Hill Park

Date: 01-08-2025

Bill To: City of Spokane Parks and Recreation  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

Ship To: City of Spokane Parks & Recreation  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

Site Address: 5625 East Upriver Drive  
Spokane, WA 99217

Name: Nicholas Hamad  
Email: nhamad@spokanecity.org

Phone:  
Cell:

Item #	Qty	Description	Price	Total Price
<b>EQUIPMENT</b>				
<b>ID Sculptures</b>				
IHD - IDSculpture - Custom	1	Custom Marmot TC147	\$8,420.00	\$8,420.00
AP004	1	Home Tree	\$24,850.00	\$24,850.00
PB005	1	Montana Special	\$39,920.00	\$39,920.00
CB001	1	Palisades Boulder	\$32,960.00	\$32,960.00
PB017	1	Sawtooth Boulder	\$51,110.00	\$51,110.00

Equipment Subtotal (less tax): \$157,260.00

### ADDITIONAL DISCOUNT

ID Sculptures NASPO- Value Point Cooperative Purchasing Discount:#10700-00015852 10% (\$14,336.00)

### FREIGHT

ID Sculptures- 2-3 truckloads Freight \$18,460.00

**Equipment Total (less tax): \$161,384.00**

### CERTIFIED INSTALLATION

Installation is NOT provided but AVAILABLE Upon Request

**Prevailing Wage** **Installation Total:** \$0.00

Performance Bond (If Required): 3.0%

Credit Card Fee (If Required): 3.5%

Location Code: Resale Certificate Required for Tax Exemption: Tax: 9.00% \$14,524.56

**ORDER TOTAL: \$175,908.56**



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

### Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on the next page of this Quote)*  
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Christopher  
Brummett  
Sales Rep

Customer Signature

Date



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

Project Name: Make Beacon Hill Spokane Quote # CB-182025-00003935

## TERMS AND CONDITIONS

### QUOTE CONDITIONS AND ACCEPTANCE:

***This quote is only valid for 60 days.***

*Orders placed or requested for delivery after 60 days are subject to Steel and Material price increases and Surcharges.*

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 10+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

Please note that there will need to be equipment (tele-handler or crane) to offload

### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due

balances at an annual rate of 18%. A 3.5% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions:

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

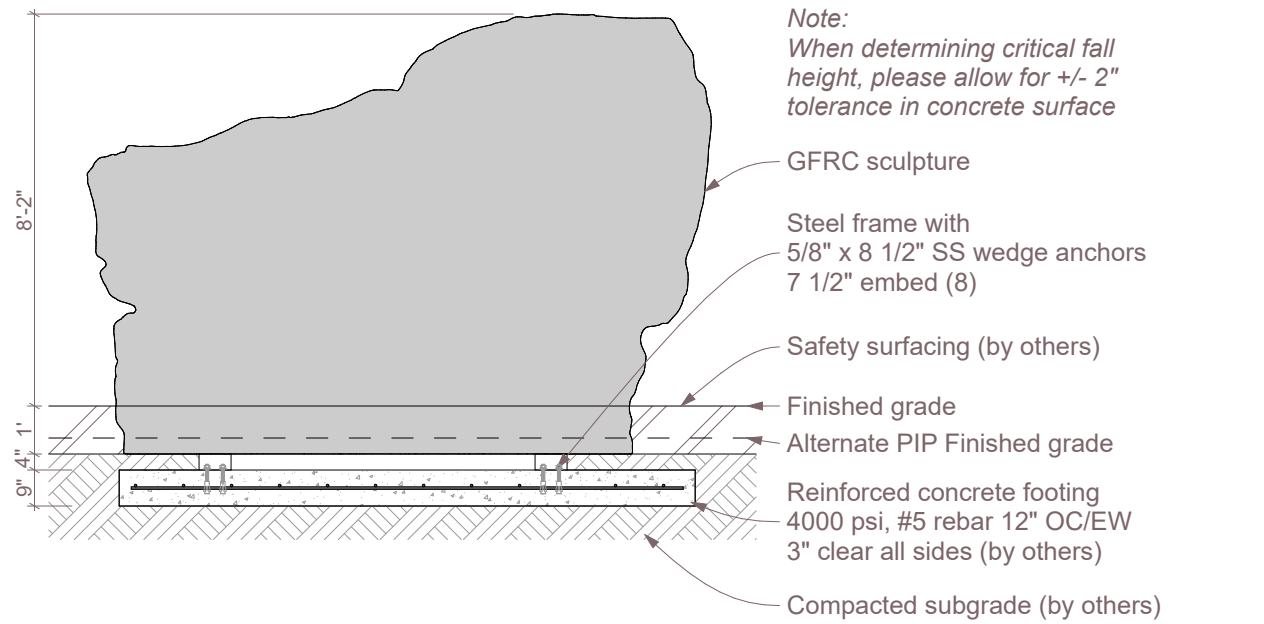
Christopher Brummett

Sales Rep

Customer Signature

Date



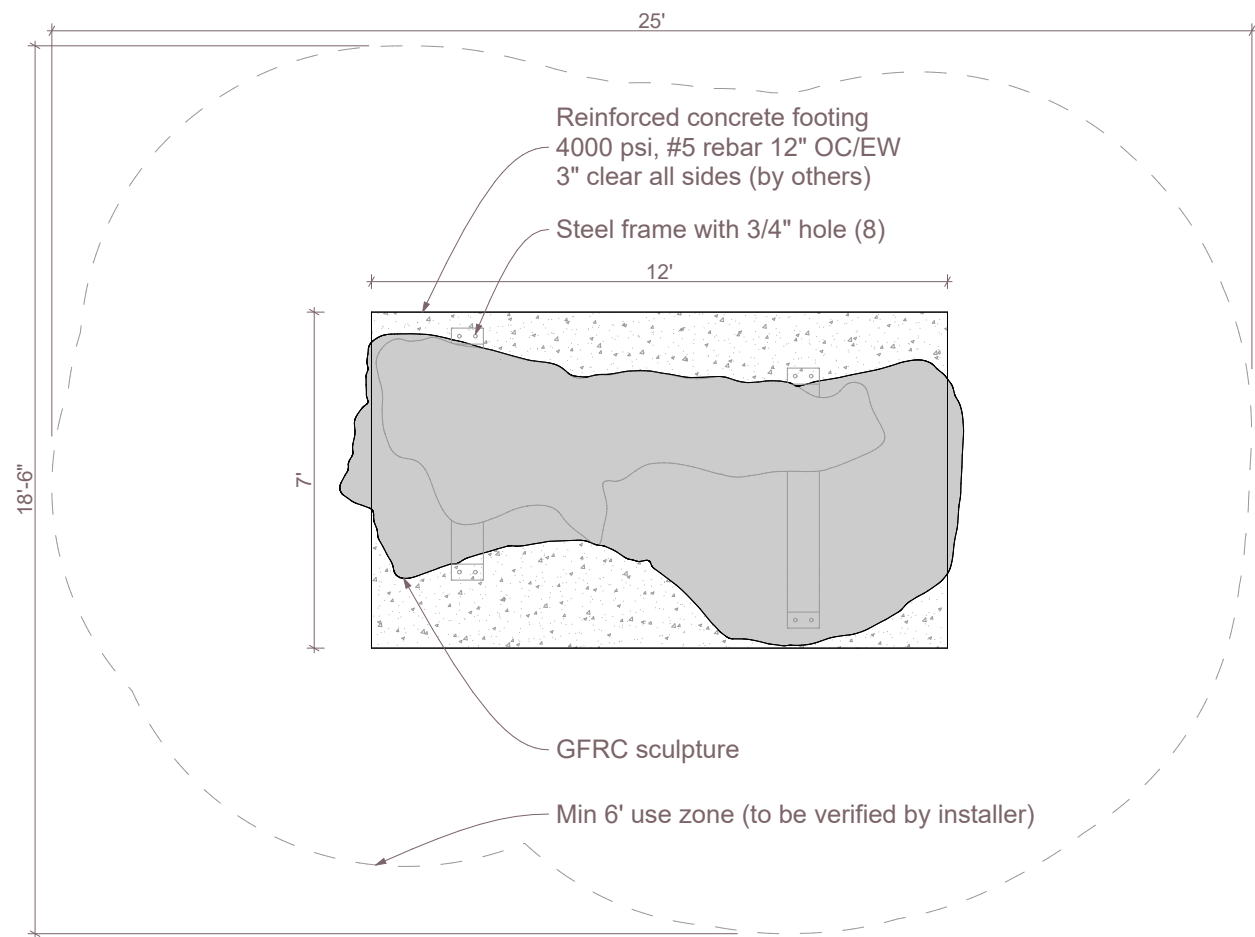


Note:  
When determining critical fall height, please allow for +/- 2" tolerance in concrete surface

- GFRF sculpture
- Steel frame with 5/8" x 8 1/2" SS wedge anchors 7 1/2" embed (8)
- Safety surfacing (by others)
- Finished grade
- Alternate PIP Finished grade
- Reinforced concrete footing 4000 psi, #5 rebar 12" OC/EW 3" clear all sides (by others)
- Compacted subgrade (by others)



1 Section  
SCALE: 1/4" = 1'-0"



2 Plan  
SCALE: 1/4" = 1'-0"



3 Palisades Boulder\_CB001 (Sandstone)

## Palisades Boulder CB001

Age Group: 5-12

SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

All IDS projects are designed to meet or exceed ASTM 1487. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

**7/19/2024**

Drawing Title

**Layout**

Sheet #

**A.01.1**



**IDS SCULPTURE**

PLAY. CLIMB. EXPLORE.

# Sawtooth Boulder

PB017

Age Group: 5-12

SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION

All IDS projects are designed to meet or exceed ASTM 1487. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

**7/22/2024**

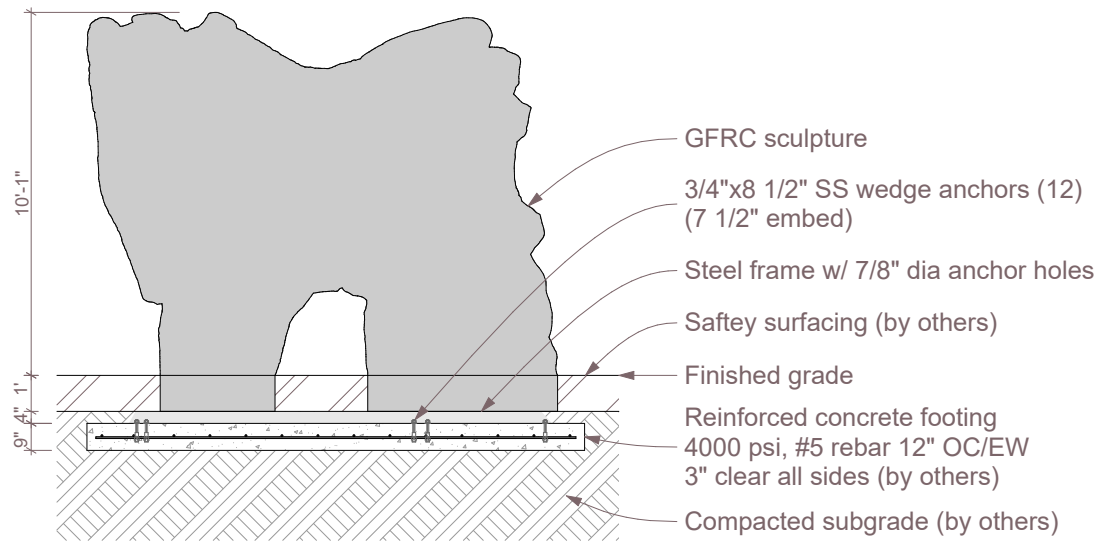
Drawing Title

**Layout**

Sheet #

**A.01.1**

 591 South Boulevard Street  
Gunnison, Colorado 81230  
info@idsculpture.com



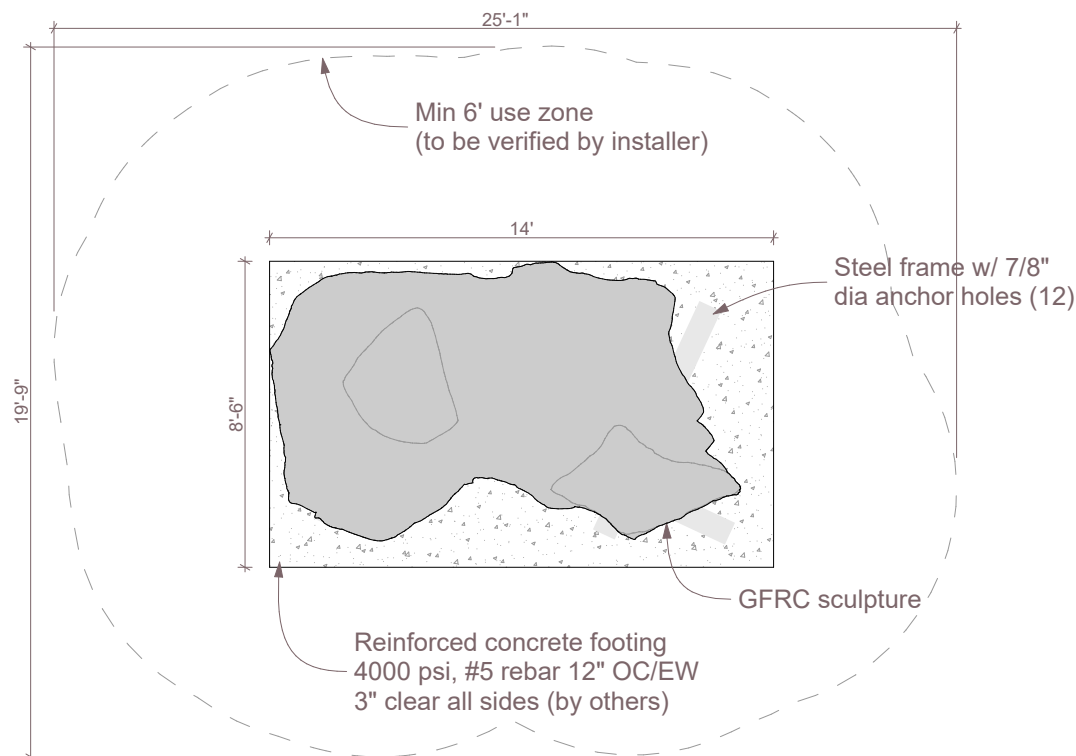
1

Section  
SCALE: 3/16" = 1'-0"



3

Sawtooth Boulder\_PB017 (Sandstone)



2

Plan  
SCALE: 3/16" = 1'-0"



4

Sawtooth Boulder\_PB017 (Sandstone)





## Marmot

TC147

Age Group: 2-5

SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION

All IDS projects are designed to meet or exceed ASTM 1487. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

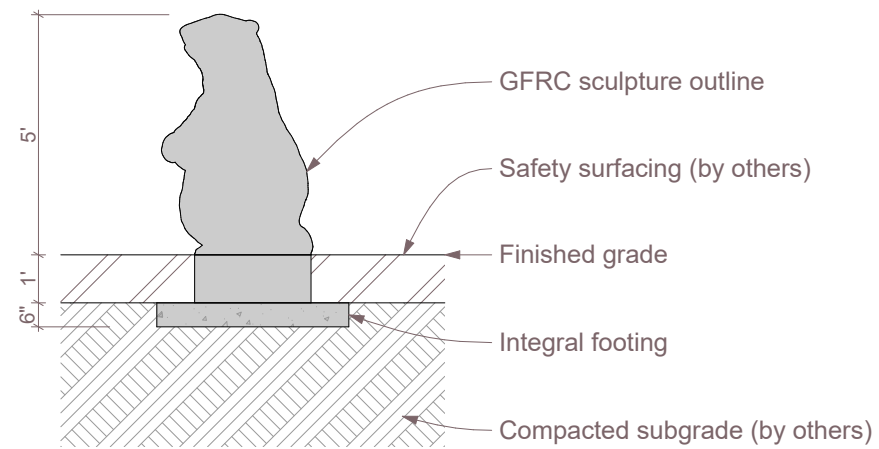
3/23/2022

Drawing Title

Layout

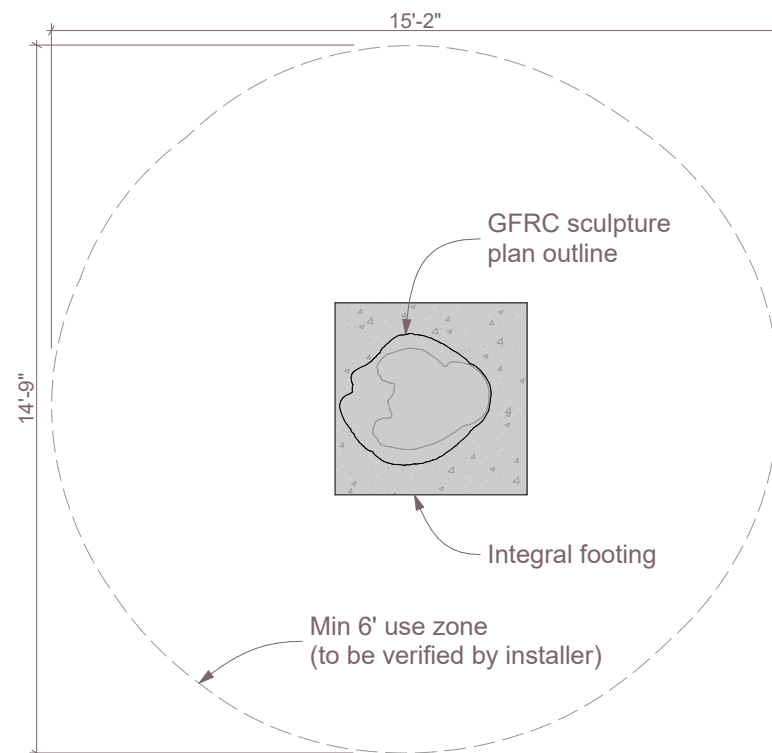
Sheet #

A.01.1



1

Section  
SCALE: 1/4" = 1'-0"



2

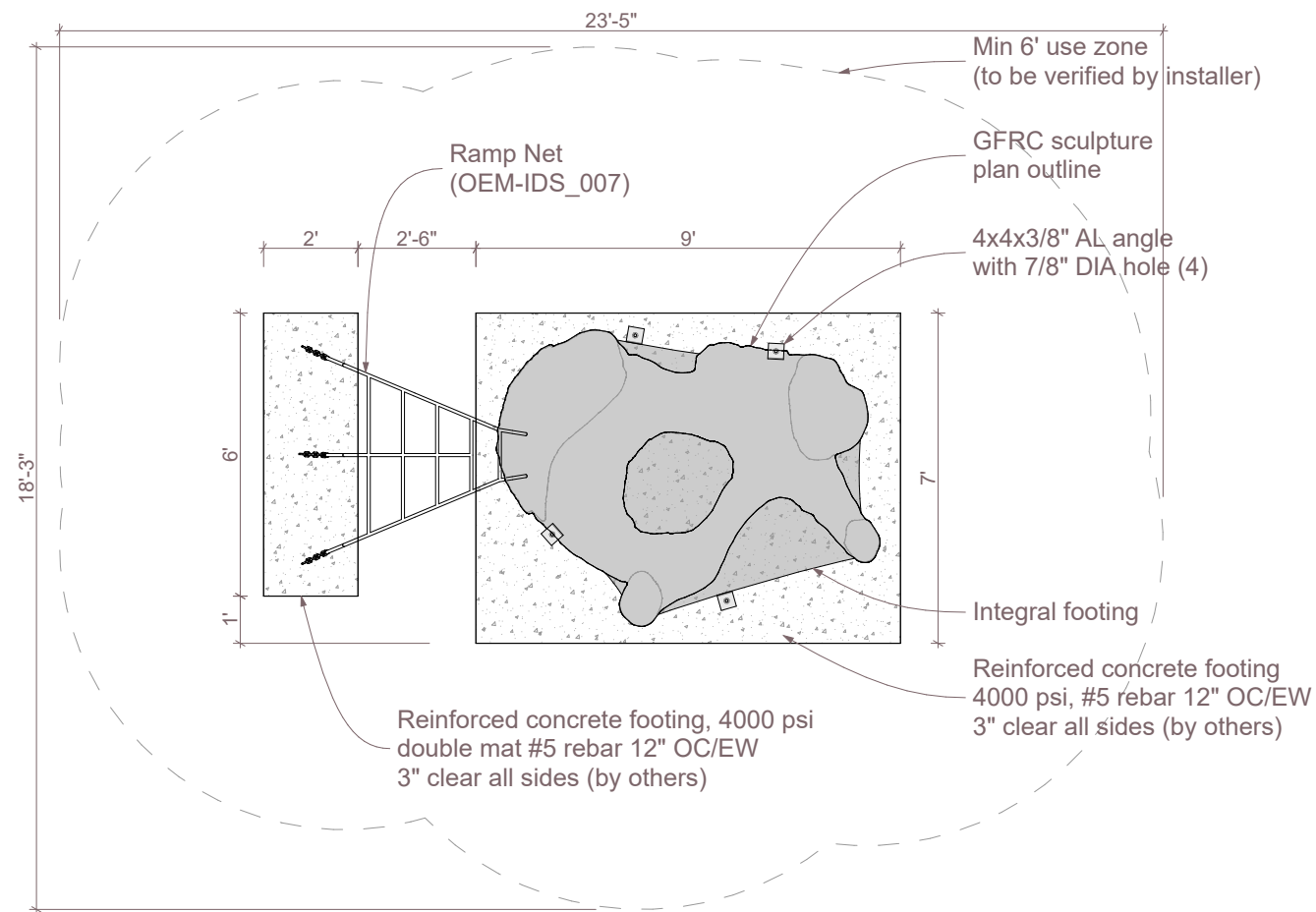
Plan  
SCALE: 1/4" = 1'-0"



3

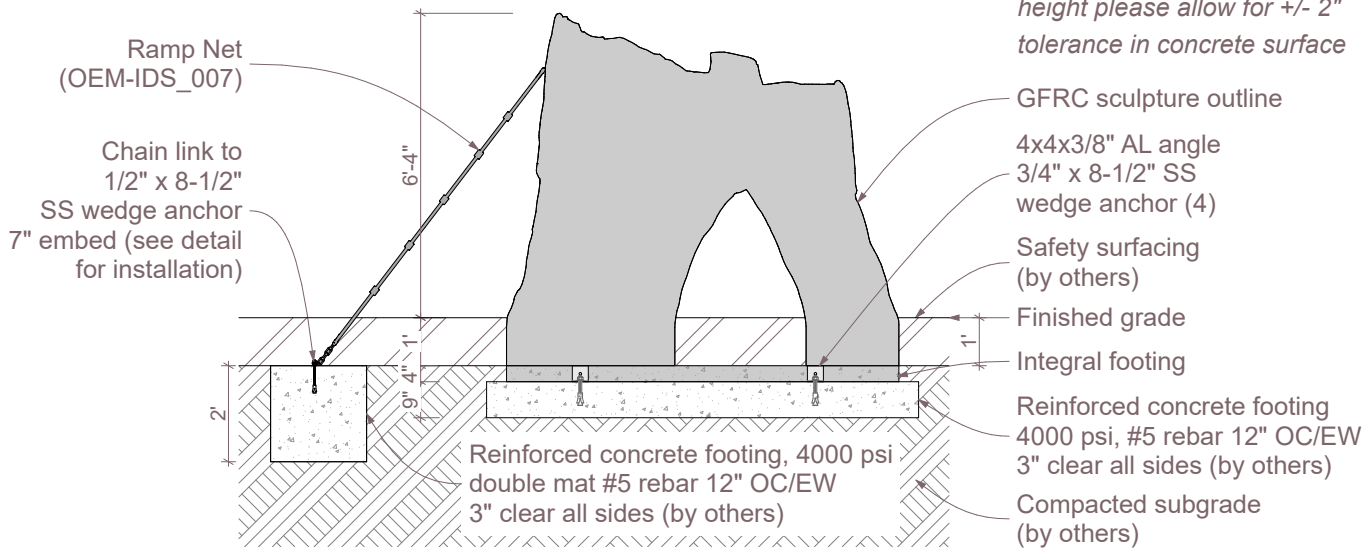
Marmot TC147





1

Plan  
SCALE: 1/4" = 1'-0"



2

Section  
SCALE: 1/4" = 1'-0"



3

Home Tree AP004



4

Typical Finish

## Home Tree

AP004

Age Group: 5-12

SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

All IDS projects are designed to meet or exceed ASTM 1487.

Not all equipment may be appropriate for all children. Supervision is required.

ASTM compliant safety surfacing is required under and around all play equipment.

The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

8/9/2023

Drawing Title

Layout

Sheet #

A.01.1





1

Montana Special\_PB005 (Granite)

## Montana Special PB005

Age Group: 5-12

**SCHEMATIC DESIGN**

**NOT FOR CONSTRUCTION**



All IDS projects are designed to meet or exceed ASTM 1487. Please consult ASTM 1487 for required hazard warning and signage specifications. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

**11/25/2024**

Drawing Title

**Perspective**

Sheet #

**A.01.1**



**Montana Special**  
PB005

Age Group: 5-12

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION



All IDS projects are designed to meet or exceed ASTM 1487. Please consult ASTM 1487 for required hazard warning and signage specifications. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

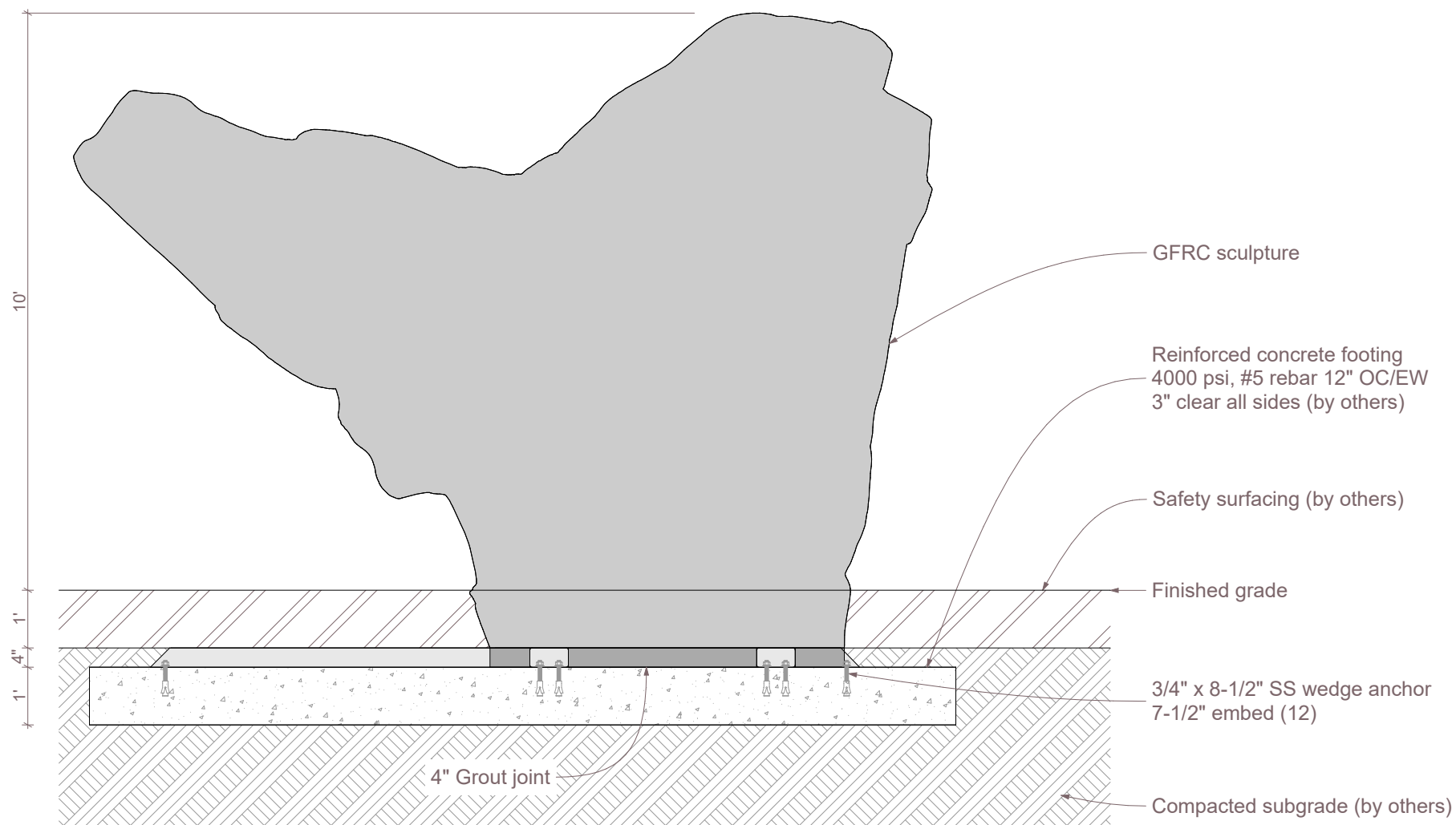
**11/25/2024**

Drawing Title

**Section**

Sheet #

**A.01.2**







**ID SCULPTURE**

PLAY. CLIMB. EXPLORE.

## Montana Special

PB005

Age Group: 5-12

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION



All IDS projects are designed to meet or exceed ASTM 1487. Please consult ASTM 1487 for required hazard warning and signage specifications. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date

**11/25/2024**

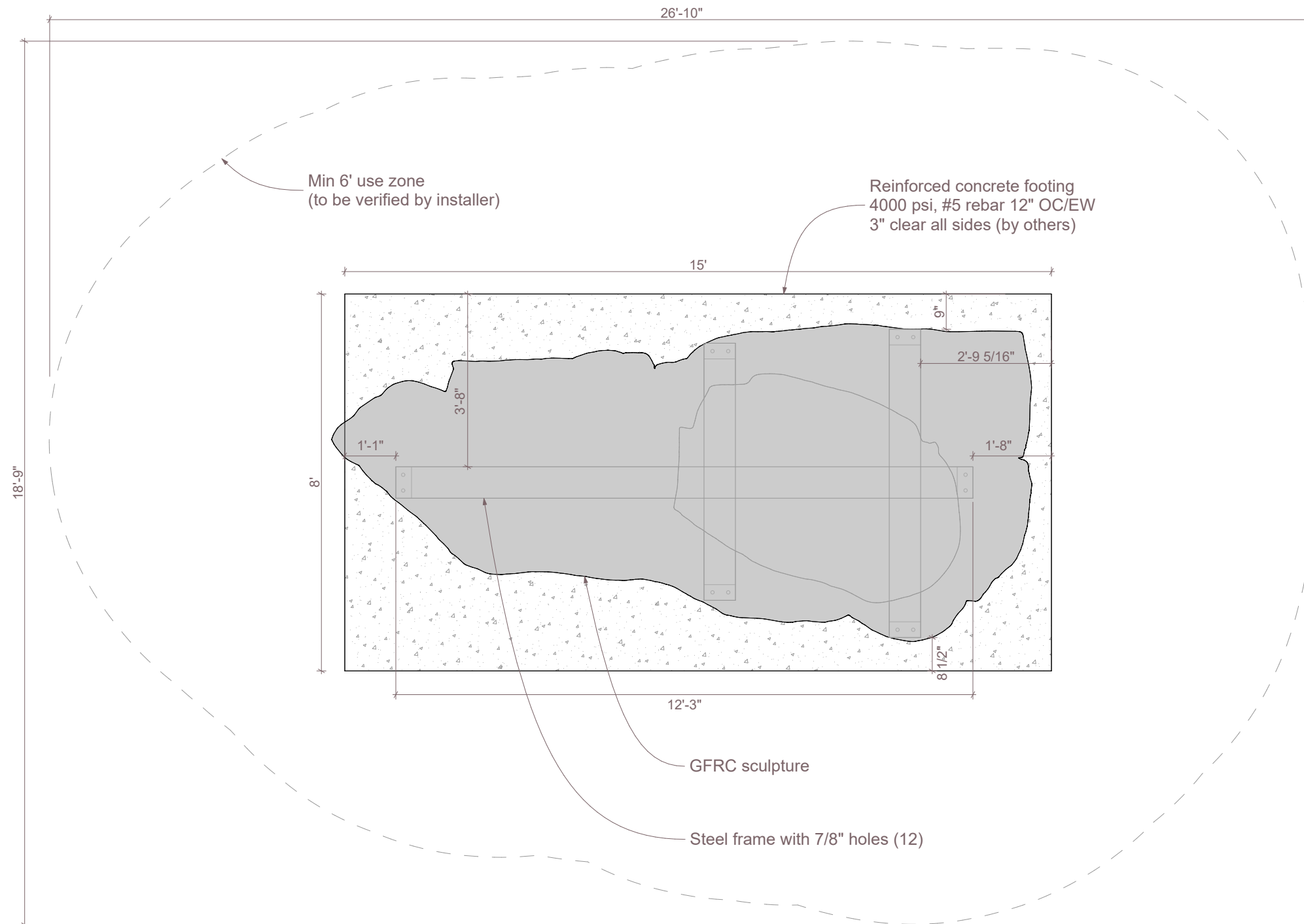
Drawing Title

**Plan**

Sheet #

**A.01.3**

 591 South Boulevard Street  
Gunnison, Colorado 81230  
info@idsculpture.com



1

Plan  
SCALE: 3/8" = 1'-0"



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> February 5, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A
<b>Item title:</b> (Use exact language noted on the agenda)	STA Division Street Bus Rapid Transit Project Briefing		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Spokane Transit Authority would like to provide and information presentation to the Park Board and Park Staff on a project to improve the Division Street corridor, titled the 'Division Bus Rapid Transit' project.  STA will present an overview of the entire project and provide some detailed information about two proposed Bus Rapid Transit (BRT) stations adjacent Franklin Park and BA Clark Park.			
<b>Motion wording:</b>			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrach Requester: Grant Management Department/Name: _____ wn			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> February 5, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A
<b>Item title:</b> (Use exact language noted on the agenda)	Discuss Alternative Use Request (ground lease) @ Finch Arboretum		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>Parks has leased land to the property immediately west of the Finch Arboretum for over 10 years, and when the property was purchased by a new owner in Fall of 2022, the Park Board authorized a temporary encroachment permit within the area leased to the previous owner. The current owner desires to enter a long-term lease for the area for their continued use of this land.</p> <p>Discuss to determine whether the land committee believes the proposed request is consistent with the alternative use of park land policy and determine if the proposed request is an apparent 'net benefit for the city park system'.</p>			
<b>Motion wording:</b>			
Discuss Alternative Use Request (Ground Lease) @ finch arboretum and whether or not it can provide a net benefit to the city park system.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone:
<b>Distribution:</b>			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI:                      Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

**From:** [Wufoo](#)  
**To:** [Hamad, Nicholas](#)  
**Subject:** Alternative Use on Park Land Form [#6]  
**Date:** Tuesday, February 4, 2025 5:44:21 PM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Name	Alex Reynolds
Applicant Organization (if applicable)	Catholic Charities of Eastern Washington
Email	<a href="mailto:alex.reynolds@cceasternwa.org">alex.reynolds@cceasternwa.org</a>
Address	<input type="checkbox"/> 607 S Government Way Spokane, WA 99224 United States
Phone Number	(509) 867-4359
Site Address	3404 W Woodland Blvd, Spokane, WA 99224
Parcel number(s)	25262.0608; 25262.0609; 25262.2220
Approximate area of park property impacted by proposal	10,500 sqft
Park Name (if applicable)	John A. Finch Arboretum
Proposal Classification / Proposed Type of Alternative Use: Check All That Apply	<ul style="list-style-type: none"><li>• Access across park land – vehicular</li><li>• Access across park land – pedestrian or bicycle</li><li>• Utility installation – At or above ground level</li><li>• Utility installation – Underground</li></ul>
What is the proposed time duration for the alternative use	20 year term
Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant.	The park land desired for alternative use consists of a parking lot area adjacent to CCEW's Catalyst Project. The parking lot area is connected to the Catalyst's parking lot, and is currently fenced in to make one contiguous parking area. The paved area is an irregular shape and does not have required access to a public street. The proposed alternative use would provide Catalyst more space for operations and support activities, while not impacting any usable park space.
Is the proposed action primarily intended to benefit a private use on or near park land, or is it intended to benefit a public use on or near park land, or both? (select one)	Private use

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

OR

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

The use proposed would consist of emergency supportive housing operations and support activities. The parking lot area in consideration is not usable without an approved alternative use. Further, the park land desired for alternative use cannot be developed by the Parks or third-parties because it is an irregular shape and does not have required access to a public street. The park property leading up to the paved area is very steep, and by having a fenced area that goes to the edge of the paved area, the safety for Catalyst participants and park goers will be improved. This will also contain park activities, and Catalyst activities to their proper locations.

CCEW will also provide improved function to Finch Arboretum because our staff keep this area clean, and we extend our cleaning and security into the neighborhood around our property, including into the Finch Arboretum.

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

Catalyst needs the use of the parking lot to continue providing housing and services to individuals who would otherwise be camping in public spaces, including parks. There is no benefit denied to a park goer as they will be fenced off from a asphalt parking lot, not the natural beauty of the arboretum.

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

city staff note: City's real estate broker provided opinion of the value of this easement area, ranging from \$5,000-\$5,666.00 per year. Broker Price Opinion is included in this backup.

What is the appraised value of the subject park land? \$66,662.00

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

Will this proposal displace an existing developed park use? No

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

Will this proposal remedy an existing Yes

problem within the park, repair a damaged or neglected portion of the park, or enhance the subject park?

If yes, please describe the specific improvement and how it will enhance public park function.

The CCEW Cares team will enter into an MOU establishing daily security patrols around the Catalyst Housing project, including areas of the Finch Arboretum immediately adjacent to the property.

Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land?

No, use of park land is required

---



Jason Conley  
Acting Director  
City of Spokane Park & Recreation  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201

Re: Brokers Opinion of Value  
Finch Arboretum Property

Dear Mr. Conley:

I have reviewed the provided property map regarding the easement the Parks Department is negotiating with Catholic Charities and prepared a Brokers Opinion of Value. In coming up with a value, I first determined, in my opinion, the highest and best use for the Catholic Charities property. If this property was currently vacant and available to the market, and considering its proximity to Spokane, the airport, and its expansive views to the East, my opinion of the highest and best use is multi-family.

The Catholic Charities property is 2.26 acres, not including your 10,500 SF easement. In the Spokane market, traditionally developers have used a general rule of 22 units per acre for density. Using 22 units per acre and 2.26 acres, you will have a unit density of 50 units. Over the last several years, we have seen per unit cost for land anywhere between \$10,000 and \$18,000 per unit. There are examples of higher and lower per unit comparables, but I feel they are outliers and should not necessarily be considered as market. I feel \$12,500 per unit is very realistic for this property. When you take 50 units at \$12,500 per unit you come up with a land value of \$625,000, or \$6.35 per square foot. Using \$6.35 per square foot for the Parks 10,500 square foot easement, gives you a value of \$66,662.

When determining the rent value for a piece of property you need to use a capitalization rate. Most developers will use a capitalization rate 2-3 points higher than the current borrowing rate. With the current borrowing rate around 7%, I am going to be conservative in my opinion and use a 7.5% - 8.5% capitalization rate. In using this range for a land value of \$66,662 you create a market rental rate between \$5,000 and \$5,666 annually.

In conclusion, it is my opinion that the easement being negotiated has an annual rental value range of **\$5,000.00** to **\$5,666.00**.

Sincerely  
Kiemle Hagood



Carl Guenzel

*This opinion of value is not an appraisal as defined in Chapter 18.140 RCW and has been prepared by me as real estate licensees, licensed under Chapter 18.85 RCW. I am not certified as a state licensed real estate appraiser under Chapter 18.140 RCW. This opinion of value may not be used as an appraisal in conjunction with a federally related transaction.*

# Finch Arboretum Boundary



PRIVATE PROPERTY

CITY OF SPOKANE  
apn 25262.2220  
25262.0608  
25262.0609

City of Spokane GIS



**THIS IS NOT A LEGAL DOCUMENT**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

8/2/2022



October 26, 2023

Garret Jones  
City of Spokane  
Interim City Administrator  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Re: Letter of Intent to Enter into Extended Use Agreement (4301 W Sunset Falls Blvd)

Mr. Jones:

In October 2022, Catholic Charities Eastern Washington (CCEW) and the City of Spokane Parks and Recreation Department (Parks Department) entered into a temporary encroachment permit allowing for secure fencing to be placed on City of Spokane property managed by the Parks Department adjacent to 4301 W Sunset Falls Blvd (see attached legal description). This fenced area is consistent with a use agreement established with a former property owner. It is our understanding that the property was acquired by the Parks Department through a vacation of public right of way that was not split with the adjacent property owner as would occur in most right of way vacations. The existing encroachment permit will expire in October of 2023. This letter affirms the intent of CCEW and the Parks Department to enter into a longer term agreement in support of safety and security for the residents of the Catalyst Housing project and visitors of the Finch Arboretum.

Although it is the practice of the City of Spokane to provide no-cost vacations of public rights of way in support of affordable housing, the timing of the prior vacation and the fact that the Parks Department manages the property creates a potential need to seek reasonable compensation for the encroachment.

The existing encroachment impacts approximately 10,500 square feet of vacant land including paved areas, a security fence, and unimproved land. The land was previously leased at an annual rate of \$2,800 to a private party for use as a parking lot related to a for profit hotel. The lease agreement included an escalation clause that would have adjusted the annual lease rate in 2026 to \$3,000. Because this lease value was based on market demand related to profitable use and CCEW's continued use will not generate any revenue or income based on continued encroachment into the Park Department owned land, we believe the current market value to be lower than established in this previous agreement. Extending the encroachment permit does provide for increased safety and security for Catalyst residents and users of the Finch Arboretum.

To return reasonable value to the Parks Department for the continued use of this space, CCEW proposes the following:

- The CCEW Cares team will enter into an MOU establishing daily security patrols around the Catalyst Housing project, including areas of the Finch Arboretum immediately adjacent to the property.
- CCEW will work with the Parks Department to evaluate opportunities jointly fund and construct park access improvements adjacent to the Catalyst Housing project identified in the Finch Arboretum Master Plan.

Thank you for your continued partnership and collaboration. The Catalyst Housing project is an important way we implement our mission to affirm human dignity and support vulnerable people in Eastern Washington. We look forward to continuing to work with the Parks Department and operating high-quality affordable housing in this location for decades to come.

Respectfully,

A handwritten signature in blue ink, appearing to read 'JM' or similar initials, written in a cursive style.

Jonathan Mallahan  
Chief Housing Officer



A parcel of land, within Tract E of Abernethy Tract, as recorded in Vol. D of Plats, page 6, in the City and County of Spokane, State of Washington, lying parallel with and adjacent to the East line of vacated 12<sup>th</sup> Street, South of P.S. H. NO. 2, in the Northwest Quarter of Section 26, Township 25 North, Range 42 East W.M., described as follows:

Beginning at the N.E. corner of Lot 6, block 6, Garden Springs Addition as per plat recorded in Vol. "A", of Plats, page 114; thence E. along the N. line of said lot extended to a point on the E. line of vacated 12<sup>th</sup> St. thence N. along the E. line of vacated 12<sup>th</sup> St. 3 feet to a point, which is the True Point of Beginning; thence E. along a line parallel to the N. line of Lot 6, a distance of 43 ft. to a point; thence S. along a line parallel with and 43 feet E. of the E. line of vacated 12<sup>th</sup> St. a distance of 121 feet to a point on the E. line of vacated 12<sup>th</sup> St, said point being 280 feet S. of the TPOB; thence N. along the E. line of vacated 12<sup>th</sup> St. a distance of 280 feet to the TPOB.