



## Spokane Park Board

3:30 p.m. Thursday, February 13, 2025  
In-person in Council Chambers, City Hall, and  
Webex virtual meeting

### Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Greta Gilman  
Sally Lodato (*absent/excused*)
- X Jennifer Ogden
- X Barb Richey
- X Hannah Kitz (*arrived 3:51*)
- X Kevin Brownlee
- X Doug Kelley  
[Vacant]
- X Jonathan Bingle – City Council liaison  
(*left 4:38*)

### Parks Staff

- Jason Conley
- Al Vorderbrueggen
- Fianna Dickson
- Angel Spell
- Jennifer Papich
- Amy Lindsey
- Rich Lentz
- Josh Morrisey
- Jonathan Moog
- Nick Hamad
- Mark Poirier
- Kris Behr
- Heather Smith
- Sarah Deatrich

### Guests

- Cara Halldin

### City Staff

- Mike Piccolo (City Atty)

## MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Bob Anderson  
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
  - A. None
3. **Public comments:**
  - A. None
4. **Consent agenda:**
  - A. Administrative and committee-level items
    - 1) [January 9, 2025, regular Park Board meeting minutes](#)
    - 2) [Claims – January 2025](#)
    - 3) [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](#)
    - 4) [Liberty Concrete, LLC. / Make Beacon Hill Public Phase 2 Construction \(\\$1,748,573.00 + tax\) – Nick Hamad](#)
    - 5) [Northwest Playground Equipment, Inc. / Make Beacon Hill Public Play Equipment Purchase \(\\$161,384.00 + tax\) – Nick Hamad](#)
    - 6) [Levy Premium Foodservice Contract Amendment – Amy Lindsey](#)
    - 7) [2025 Golf/Parks chemical/fertilizer value blanket NTE \\$325,000 – Mark Poirier](#)
    - 8) [Toro equipment pool purchase from Toro/Turf Star d.b.a. Western Equipment](#)

- Distributors, Inc. in the amount of \$379,842.58 plus tax – Mark Poirier
- 9) SCP Distributors, LLC. / three-year Aquatics Chemical Value Blanket / \$167,904 annually, plus tax and delivery fee not to exceed \$180,000 - Josh Oakes
  - 10) Desautel Hege contract renewal (\$112,000, tax inclusive) – Fianna Dickson

**Motion No. 1:** Bob Anderson moved to approve consent agenda items #1 - #10, as presented. Jennifer Ogden seconded.  
Motion passed with unanimous consent (7-0)

5. **Special guests**

A. [Spokane Youth and Senior Centers' Association quarterly update](#) – Sheila Gerahty, NE Youth Center was unable to attend tonight's meeting. Presentation is attached.

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

A. Special action items:

- 1) Nominating committee report and slate – Barb Richey thanked Jennifer Ogen and Greta Gilman for their participation on the committee. Jennifer Ogden, Gerry Sperling, and Garrett Jones were nominated for President, Vice President, and Secretary, respectively.

**Motion No. 2:** Bob Anderson moved to approve the 2025 officers' nominations. Greta Gilman seconded.  
Motion passed with unanimous consent (8-0)

- 2) Proposed 2025 Park Board Committee assignments – Jennifer Ogden  
Proposed committee chair assignments are as follows:

- Jennifer Ogden: DVC, Bylaws
- Gerry Sperling: Riverfront
- Greta Gilman: Land
- Sally Lodato: Recreation
- Bob Anderson: Finance
- Barb Richey: Golf Chair, Parks Foundation liaison
- Kevin Brownlee: Urban Forestry, Joint Arts
- Doug Kelley: Conservation Futures liaison

**Motion No. 3:** Jennifer Ogden moved to approve the 2025 Park Board committee assignments. Barb Richey and Greta Gilman seconded.  
Motion passed with unanimous consent (8-0)

B. Special discussion items:

- 1) [2024 Communications Recap](#) – Fianna Dickson / Amy Lindsey
  - a. The Communications Team consists of Fianna Dickson and Josh Morrisey from Parks and Recreation, Amy Lindsey and Regan Farmer from Riverfront Park, the City Communication Team, and the DH Agency.
  - b. Fianna reminded the board of the purpose of the marketing team. Fianna and Amy then presented the tactics the marketing team uses to engage with the community and the results that ensued in 2024. The presentation ended with a brief summary of the goals and projects the team will be working on in 2025.

*Hannah Kitz arrives: 3:51*

7. **Committee reports:** *The Joint Arts Committee report was moved to the top of committee reports to honor our guest's time constraints.*

**Joint Arts Committee:** February 3, 2025 – Kevin Brownlee

A. Action items:

- 1) [Lower Lincoln Park shelter mural design \(no cost\)](#) – Josh Morrisey / Cara Halldin

In fall of 2023 Franklin Elementary Alternative Parenting Participation Learning Experience (APPLE) received approval from the Park Board for the installation of a mural at the lower Lincoln Park shelter, painted by students of Franklin Elementary with the help of parents and other volunteers, designed by and under the direction of a Spokane Arts recommended local mural artist. Artist Corinna Ren was chosen and subsequently designed the artwork submitted for approval by the Joint Arts Committee. High quality paint will be used, and an anti-graffiti coating will be applied.

APPLE procured a grant from Spokane Arts to fund this beautification project which will be at no cost to City of Spokane Parks & Recreation. The project will begin in Spring.

Before photos and mockup pictures of the finished mural were presented to the Board.

**Motion No. 4:** Kevin Brownlee moved to approve the Lower Lincoln Park shelter mural project design.

Barb Richey seconded.

Motion passed with unanimous consent (9-0)

B. No JAC meeting is scheduled at this time.

**Urban Forestry Tree Committee:** The February 4, 2025, meeting was cancelled – Kevin Brownlee

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. March 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

**Land Committee:** February 5, 2025 – Greta Gilman

A. Action items: Three of three action items were presented on the consent agenda.

The committee discussed a planned STA bus rapid transit that will result in shelters adjacent to Franklin and Clark parks, and a couple of Alternative Use on Park Land proposals. They also discussed a park dedication ordinance that will require new development to include parks.

B. The next scheduled meeting is 3:30 p.m. March 5, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Recreation Committee:** February 5, 2025 – Jennifer Ogden

A. Action items: None

B. [2024 Year-End Recreation Report](#) – Jennifer Papich

In 2024, coverage was tremendous with nearly 100,000 printed guides, half of which were mailed to homes. The guide is also available online and at various locations around the city.

18,439 people participated in approximately 3,500 programs, and open swim served 136,696 people.

Recreation programming could not operate without temp seasonal and volunteer staffing. 309 seasonal staff were hired in 2024, and volunteers contributed approximately 5,200 hours which equates to about \$85,000 dollars in minimum wage.

Innovative recreation events in 2024 included ArtSci Camp, PickleFest, Sensory Sensitivity Swim, and outdoor family trips for ages 8+. Aquatics continues to work with the visually and hearing impaired, and neurodivergent communities, to bring swimming to all. New in 2024 were skateboard lessons, pickleball league, and the Whitewater Disc Golf Course renaming and redesign. TRS merged cognitive developmental and physical disability ski programs into one inclusive Powderhounds program.

C. The next scheduled meeting is 2:15 p.m. March 5, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Riverfront Park Committee:** February 10, 2025 – Gerry Sperling

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

B. [January 2025 RFP operations report](#) – Jon Moog

Jake Vandenberg was selected to be Park Ranger Supervisor.

Micah Moon submitted for the conditional use permit for the zipline. It is currently under evaluation and a determination is expected by the end of March.

Three concerts were announced for the summer concert series; and several activations of the Numerica Skate Ribbon took place, including four DJ nights on the Ice, Spokane Pride's Skate Night, Numerica's Five Days of Family Fun (providing free admission and skate rental), and Numerica's Free Skate with the Chiefs Night.

There will be two mascot skating experiences coming in February; one with all local mascots, and the other with Seattle Seahawks' own Blitz! The Skate Ribbon closes for the season on March 2.

C. The next scheduled meeting is 4:00 p.m. March 10, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Golf Committee:** February 11, 2025 – Barb Richey

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

The committee was updated on the Golf point of sale software conversion to ForeUP. Staff is training and testing the software and the goal is to have the new system up and running by the time the courses open in the spring.

B. The next scheduled meeting is 8:00 a.m. March 11, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Finance Committee:** February 11, 2025 – Bob Anderson

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

In its final review of the 2025 budget, the Finance Committee discovered an apparent calculation error in determining Parks' 8% general fund transfer and subsequent reduction in Parks' 2025/26 budget. The committee agreed to send a letter to the City Administration and City Council requesting this be corrected. Once the correction has been enacted, Parks will continue to reduce expenditures to help with the budget shortfall.

The forecast for 2027/28 has improved.

B. The next scheduled meeting is 3:00 p.m. March 11, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Development & Volunteer Committee:** The DVC does not meet in February – Jennifer Ogden

A. Action items: None

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. March 12, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

## 8. Reports

A. President: Jennifer Ogden

Jennifer gave thanks to Bob Anderson for his committed leadership for the past two years and presented him with a gift from the Board.

B. Liaisons

- 1) Conservation Futures – Doug Kelley – No update
- 2) Parks Foundation – Barb Richey – No update
- 3) City Council – Jonathan Bingle
  - a. Jonathan noted that there are still budget discussions to be had and encouraged conversations.
  - b. State Legislature is meeting and considering House Bill 1380, which would overturn Spokane's Proposition 1. Jonathan testified in opposition to this bill.
  - c. State Legislature is also considering Senate Bill 5578, and an accompanying House Bill, which would raise Washington State minimum wage to \$25/hr by 2031. This would have a significant impact on the City's budget and Jonathan will be testifying against this bill, as well.
  - d. On Monday, February 10, City Council reaffirmed Spokane's status as a sanctuary city in a sanctuary state.

C. Director: Garrett Jones

Garrett reminded everyone about the public announcement of the Parks/Schools partnership regarding the Parks levy. The event will be at the Hive on February 20 at 9:00 a.m.

Al Vorderbrueggen and Angel Spell provided [updates](#) on Park Operations and Natural Resources successes, challenges, and the impact the levy will have if passed. Park Ops and Natural Resources are responsible for all developed and undeveloped Park properties outside of Golf and RFP.

Angel reported that Natural Resources enjoyed successes including partnerships with

several organizations and volunteer groups, and the securing of a \$6M USDA grant. Challenges included trail maintenance and pine beetle infestations. The levy would provide for staffing in undeveloped properties to maintain trails and native landscapes, funding for trailhead maintenance and parking, and wayfinding along the trails and in larger parks.

Angel also gave an update on the status of the grant. Urban Forestry is in conversations with the regional forester with the USDA Forest Service and thus far, there is no information or guidance. No funds are coming into the Forest Service; therefore, there are currently no funds being allocated to Parks.

Al reported that Park Operations successes included completion of year-1 of the ROW pilot program, formation of an internal irrigation team, and securing an LPM grant for playground equipment repairs and an air quality grant which will provide electric turf equipment. Challenges included funding for maintenance equipment, graffiti/vandalism, and keeping restrooms open. The levy would provide for more ranger presence, higher maintenance service level, and new playgrounds and amenities.

9. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email:

- 1) [Jessie Norris Re: Pavilion Naming Rights](#)
- 2) [Marc Fryt Re: Pavilion Naming Rights](#)
- 3) [Barry Chapman Re: Pavilion Naming Rights](#)

12. **Adjournment:** The meeting was adjourned at 4:41 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. March 4, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. March 5, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: 2:15 p.m. March 5, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. March 10, 2025, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. March 11, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. March 11, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. March 12, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

- B. Park Board: 3:30 p.m. March 13, 2025, Council Chambers, lower-level City Hall, and virtually via Webex.
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Jones  
Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
JANUARY 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - FEBRUARY 13, 2025**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	650,003.33
MAINTENANCE & OPERATIONS	\$	1,155,175.48
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	359,300.07

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	84,604.90
MAINTENANCE & OPERATIONS	\$	700,496.21
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u><u>2,949,579.99</u></u></b>





### Bid Response Summary

**Bid Number** RFQ 6315-25  
**Bid Title** On Call Boiler Repairs Services - Prevailing Wage. City of Spokane Parks and Recreation  
**Due Date** Wednesday, January 29, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** steven.leist@carrier.com  
**Submitted By** steven.leist@carrier.com steven.leist@carrier.com - Tuesday, January 28, 2025 11:49:13 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 steven.leist@carrier.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
CONTACT INFORMATION			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Carrier Steven Leist 10411 e Trent Ave Spokane Valley WA 99206 Cell 5094253332 office 5095083526 Steven.Leist@Carrier.com
	2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Walt Barbour Walt.Barbour@carrier.com Cell 801-509-7494
TERMS AND CONDITIONS			

1	Bidder acknowledges that they have read and understand the Terms and Conditions Pages 24 – 28 of the RFQ 6315-25 bid document in the 'Documents' tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	SpokaneParksBoilerEmergancy.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
TECHNICAL GROUP		
1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	0
2	Vendor's Representation The Vendor has reviewed and understands the document entitled "RFQ 6315-25, On Call Boiler Repairs Services - Prevailing Wage. City of Spokane Parks and Recreation.	I acknowledge and agree

3	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly the payment of prevailing wages in making their bids.</p>	I acknowledge and agree
3.1	Vendor Response Times. Bidder acknowledge that you have read and understands response times.	I acknowledge and agree
3.2	Bidder is capable of performing service on all item types listed in TECHNICAL REQUIREMENTS, section 14 – 14.4.4.1	I acknowledge and agree
3.3	During the resulting contract or any renewals, the Parks and Recreation reserves the right to add or remove locations and boiler equipment pertaining to repair services.	I acknowledge and agree
3.4	EXCEPTIONS: If you took exceptions, explain here what you are taking exception to.	
4	Please download the 'Bid Proposal' Pages 12-17 of the RFQ 6315-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	SpokaneParksBoilerEmergancy.pdf
4.1	The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual repairs performed. Vendors may bid on one or more compressors and air dryer, or in any combination the Vendor is capable of servicing. Multiple Awards may be in any combination that best serves the city.	I acknowledge and agree

5	Please download the 'Subcontractor List' Pages 18 of the RFQ 6315-25 bid document in the 'Documents' tab, complete, and upload the completed document here:	SpokaneParksBoilerEmergancy.pdf
5.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
6	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
6.1	Bidders can Download 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form', Pages 19-23 of the RFQ 6315-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	
6.2	If not uploaded, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign, and submit this form with attached documentation within twenty four (24) hours of notification	I acknowledge and agree
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

<p>#1</p>	<p>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.</p> <p>I Certify</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>	
<p>1</p>	<p>If you have additional information/documents to submit, upload them here.</p>
<p>2</p>	<p>If you have additional information/documents to submit, upload them here.</p>
<p>3</p>	<p>If you have additional information/documents to submit, upload them here.</p>
<p>4</p>	<p>If you have additional information/documents to submit, upload them here.</p>



CITY OF SPOKANE - PURCHASING  
915 N Nelson Street  
Spokane, Washington 99202  
(509) 625-6527

# REQUEST FOR QUOTE

<p>RFQ NUMBER: 6315-25          TITLE: On Call Boiler Repairs Services - Prevailing Wage.          City of Spokane Parks and Recreation</p> <p>BID COORDINATOR: Rick Rinderle, City of Spokane          Purchasing Department</p> <p>QUESTION DEADLINE: <b>January 20, 2025 at 9:00 am pt.</b></p>	<p>BID DUE DATE: <b>January 29, 2025</b>  <b>TIME: 9:00 am pt</b></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>
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**BID SUBMITTED BY:**

**COMPANY** Carrier Commercial Services

**MAILING ADDRESS** PO Box 93844  
Chicago, IL 60673-3844

**PHYSICAL ADDRESS** 10411 E Trent Ave.  
Spokane Valley, WA 99206

**PHONE NUMBER** 509-508-3526

**E-MAIL ADDRESS** talia.brestar@carrier.com, Steven.leist@carrier.com

*Rick Rinderle*  
\_\_\_\_\_  
**Rick Rinderle**  
**Purchasing**

## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BIDS.

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00AM Pacific Local Time, on the bid due date.

The City will not be liable for any costs incurred by the Bidder in preparation of a Bid submitted in response to this RFQ, or any other activities related to responding to this this RFQ.

This RFQ does not obligate the City to contract for services specified herein.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane

### 2. BACKGROUND AND PURPOSE.

The City of Spokane is seeking a Vendor(s) for As-Needed Boiler Services for the City of Spokane Parks and Recreation Department under the direction of Park Operations, 2304 E. Mallon Ave., Spokane, WA 99202. Services are subject to Prevailing Wage.

Services will be over a three-year over a three-period, with a one-year renewal option. Vendor's prices shall be firm throughout the first year of the contract period, 4/1/2025 through 12/31/2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

The winning Vendor shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed.

### 3. BIDDERS' REPRESENTATION.

Each bidder by making its bid represents that it has read and understands the bidding documents.

### 4. SUBSTITUTIONS.

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the *proposed substitute, the name of the material or equipment for which it is to be*



substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

5. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

6. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of seventy-five (75) calendar days from bid due date.

7. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

8. **AWARD OF CONTRACT.**

Any resulting contract shall be awarded by the City of Spokane Park Board, when made by the City, will be to lowest responsive responsible bidder. Unsuccessful vendors will not automatically be notified of results.

9. **MULTIPLE AWARDS.**

The City may choose more than one Vendor making multiple awards.

10. **PAYMENT.**

Award of contract, when made Payment will be made Net 30 via direct deposit/ACH after receipt of the Vendor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Vendor 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. Payment will be made only for actual services requested, performed, and accepted.

11. **INVOICING.**

Invoices must be submitted to Spokane Parks and Recreation Department within 30 days of performing services. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on-site City contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be Invoices shall be emailed to mailed to [eraparksap@spokanecity.org](mailto:eraparksap@spokanecity.org). or mailed to Spokane Parks and Recreation, 5th Floor, 808 W. Spokane Falls Blvd., Spokane WA 99201.

INVOICING MARKUP PERCENTAGE. Any invoice in which Vendor's markup percentage has been applied for parts and material, the Vendor is required to state on the invoice the actual cost the Vendor had incurred prior to Vendor's markup percentage above cost being applied to equate to amount being invoice. During the contract and any renewal options, the City reserves the right to request copies of any invoices that the Vendor had received to verify Vendor's cost incurred, prior to Vendor's mark up being applied.

12. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a vendor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
  - 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;
  - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
  - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. Until December 31, 2013, not have violated RCW [39.04.370](#) "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the department of labor and industries.
- G. Before award, the bidder under consideration for award must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.).
- H. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- I. Shall affirm and certify that the bidder will comply with and notify its principals and sub-vendors of the provisions of the Spokane Fair Elections Code, chapter

01.07, SMC

J. As of July 1, 2019, 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 by either of the following:

- Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

This verification requirement and responsibility criteria must be included in any subcontract at every tier.

13. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event *the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.*

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder

disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that *the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.*

14. **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 bidding, whenever it is in the City's best interest, and to accept or reject all or part of this RFQ, at the prices shown.

15. **VENDOR REGISTRATION.**

The Vendor must be a Washington State registered at the time of Bid submittal. The City is prohibited from executing a contract with a vendor who is not registered as required by state law.

16. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Vendor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Vendor.

17. **PERIOD OF PERFORMANCE.**

The three-year base-period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about APRIL 1, 2025 and to end on MARCH 31, 2028. Contract renewal or extension shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one (1) one-year period with the total contract period not to exceed four years. Vendor's prices shall be firm throughout the first year of the contract period, April 1, 2025 through March 31, 2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

18. **PERVAILING WAGE REQUIREMENTS.**

The scope of services for this project is subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and sales tax implications in making their bids.

A. The work under this contract is classified is subject to Prevailing Wage Requirements under state law.

1. Payment AND Performance bonds are not required.
2. Statutory retainage is not required.

B. Prevailing Wage

1. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

2. The State of Washington prevailing wage rates applicable for this service works project, which is located in Spokane County, may be found at the following website

address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Vendor, the Vendor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. Apprenticeship

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.

D. Statement of Intent

The Vendor and Sub-Vendors 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 Vendor'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 Vendor and Sub-Vendors 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).

E. Filing Fees

The Vendor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.

F. Department of Labor and Industries' Public Works and Prevailing Wage Training

As of July 1, 2019 vendor 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

G. Prevailing Wages Multi-Year Contracts and Extensions

**For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually,** using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

19. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on "**Bids**" located on the left hand column.
- II. Find the applicable project and click the "**Project Number**".
- III. Click on the "**Response**" tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on "**Browse**" for each item.
- V. Click on the "**Pricing**" tab and enter pricing as requested. A "**Comment**" field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow "**Question Response and Pricing Response**" information message will change from incomplete to complete. Then the "**Submit**" button will become available.
- VII. Click the "**Submit Bid**" button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the "**I Accept and Submit this Bid**" button.
- VIII. If you want to remove your bid, click the red "**Withdraw Bid**" button in the "**Response**" tab for the appropriate bid.

## SCOPE OF WORK

### GENERAL REQUIREMENTS

1. **SCOPE OF WORK.**

Unless otherwise stated, the Vendor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, permits, and other items of work and costs necessary to complete the specified services.

2. **QUANTITIES.**

Quantities, when used, are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual services perform and accepted as per contract rates.

3. **COMPLETION TIME.**

Work must be completed in a reasonable amount of time, Vendor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the Vendor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another vendor.

4. **LIQUIDATED DAMAGES.**

If the Work is not completed within the stated completion time, the Vendor agrees to pay to the City liquidated damages in the amount of \$0.00 for each and every calendar day the work remains.

5. **INTENT OF SPECIFICATION.**

The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

6. **PERMITS.**

The Vendor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies

7. **GUARANTY.**

The Vendor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Vendor 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.

8. **SUB-VENDORS.**

The Vendor shall not award any portion of the Work to any sub-vendor without the City's prior approval. The Vendor shall be fully responsible to the City for the acts, errors and omissions of its sub-vendors. No contractual relationship shall be created between any sub-vendor and the City.

## TECHNICAL REQUIREMENTS

- 9. PROFESSIONALISM.**  
Successful Vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.
- 10. PROFESSIONALISM.**  
Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.
- 11. SAFETY.**  
*Awarded Vendor shall be responsible for implementing and maintaining their own safety program during the work.*
- 12. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA.**  
Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.
- 13. PERFORMANCE.**  
Unless otherwise stated, the Vendor shall obtain all required permits and be responsible for providing all supervision, administration, labor, tools, construction equipment, transportation, supplies, parts, and consumable materials, and other items of work and cost necessary services, adhering stated response times, pertaining to On Call Boiler Repairs Services - Prevailing Wage, City of Spokane Parks and Recreation.
- 13.1 Performance Non-Emergency Repairs Services.**
- 13.1.1** Non-emergency repairs, contractor shall be onsite within 24 hours of notification.
- 13.2 Performance Emergency Repairs Services.**
- 13.2.1** Emergency calls, contractor shall be onsite within 4 hours of notification.
- 13.3** Parts. OEM parts are not a requirement.
- 14. SCOPE OF WORK.**  
Awarded Vendor shall be responsible for providing Spokane Parks and Recreation on-call boiler repair and maintenance services, to include but not limited to, the following stated items facilities and boilers:
- 14.1 Aquatic Centers**
- 14.1.1** A. M. Cannon Aquatic Center, Equipped with one (1) Lochinvar Copper-Fin II Boiler
- 14.1.2** Comstock Aquatic Center, Equipped with two (2) Lochinvar Copper-Fin II Boilers
- 14.1.3** Hillyard Aquatic Center, Equipped with one (1) Lochinvar Copper-Fin II Boiler
- 14.1.4** Liberty Aquatic Center, Equipped with one (1) Lochinvar Copper-Fin II Boiler
- 14.1.5** Shadle Park Aquatic Center, Equipped with one (1) Lochinvar Copper-Fin II Boiler
- 14.1.6** Witter Aquatic Center, Equipped with four (4) Lochinvar Copper-Fin II Boilers
- 14.2** Corbin Art Center



14.2.1 Equipped with one (1) Weil-McLain, Model #580 Boiler

14.3 Manito Park Greenhouse

14.3.1 Equipped with one (1) RBI, Model DB2100 Boiler

14.3.2 Equipped with one (1) RayPack, Model H30260A Boiler

14.4. Riverfront Park

14.4.1 Skate Ribbon

14.4.1.1 Boiler PVI Conquest 500 MBH 130Gal CSD-1 FYSP

14.4.1.2 Boiler PVI Conquest 500 MBH 130Gal CSD-1 FYSP

14.4.1.3 Boiler (ice pit) Lochinvar WHN400

14.4.2 Pavilion

14.4.2.1 Boiler AERCO AM 399 B HXV

14.4.2.2 Boiler AERCO AM 399 B HXV

14.4.3 Loeff Carrousel

14.4.3.1 AERCO AM 750 B HXV

14.4.4 Maintenance and Operation Facility

14.4.4.1 One (1) Water Heater/boiler Lochinvar Sheild SNA201-100

14.5 During the resulting contract or any renewals, the Parks and Recreation reserves the right to add or remove locations and boiler equipment pertaining to repair services.

## PRICING

### 1 EVALUATING

1.1 The winning Vendor shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed.

1.2 We will be using sixty (60) two-hour service calls for evaluating purposes – 50% are non-emergency calls and 50% are emergency calls, and sixty (60) Travel Cost – 50% are for non-emergency service calls and 50% are emergency calls.

1.2.1 Evaluating - Non-Emergency:

1.2.1.1 On average it is estimated that there are 30 calls per year that could result in an estimated annual total of 60 hours more or less.

1.2.2 Evaluating – Emergency:

1.2.2.1 On average it is estimated that there is 30 Emergency calls per year that could result in an estimated annual total of 60 hours more or less.

## ATTACHMENTS

Bid Proposal- pages 12-17

Subcontractor List- page 18

Supplemental Bidder Responsibility Criteria Form & Work Experience Form-pages 20-23

Terms and Conditions- pages 24 - 28

**BID PROPOSAL**

**These Next Five Pages (Pages #12-17) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #4**

**PROJECT:** RFQ 6513-25

On Call Boiler Repairs Services - Prevailing Wage. City of Spokane Parks and Recreation

**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.

**SALES TAX.**

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**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 services at the following price:

**April 1, 2025 Through March 31, 2026**

Prices shall be firm throughout the first year of the contract period, 4/1/2025 through 3/31/2026.

**For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.**

<b><u>RFQ 6513-25 Pricing Page</u></b>	
Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted. We are using 60 - 2 hour calls for evaluating purposes – 50% are non-emergency calls and 50% emergency calls.	
The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Non-Emergency Repairs Services	Vendor must be onsite at the applicable service location within 24 hours of notification.  For evaluation purposes, an annual total of 60 hours more or less would be used, comprised of thirty (30) two-hour Non-Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Straight Rate Time".
Emergency Repairs Services	Vendor must be onsite at the applicable service location within 4 hours of notification.  For evaluation purposes, an annual total of 60 hours more or less would be used, comprised of thirty (30) two-hour Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Emergency Rate Time".

Travel Cost "Non-Emergency" Travel Cost Per Service"	For evaluation purposes, an annual total of thirty (30) travel cost would be evaluated at "Non-Emergency" Travel Cost Per Service.			
Travel Cost "Emergency" Travel Cost Per Service"	For evaluation purposes, an annual total of thirty (30) travel cost would be evaluated at "Emergency" Travel Cost Per Service.			
Bidder To Define What Constitutes "Straight Time Rate":	Any work performed during normal business hours from Monday - Friday 7:30 - 4:00 pm.			
Bidder To Define What Constitutes "Overtime Rate":	Any work performed outside of normal business hours Monday - Friday before 7:30 am and after 4:00 pm			
Bidder To Define What Constitutes "Emergency Hourly Rate":	Emergency hours are defined as any work that is outside the normal business hours of Monday - Friday before 7:30 and 4:00 PM			
Bidder To Define What Constitutes "Holiday Rate":	Any work performed on Sundays or Holiday's. This is considered double time.			
Bidder To Define What Constitutes "Non-Emergency Travel Cost Per Service"	Any work that is requested out of the city limits of Spokane.			
Bidder To Define What Constitutes "Emergency Travel Cost Per Service"	Any work that is requested out of the city limits of Spokane.			
Classifications	Hourly Rates			
	Straight Hourly Time	Overtime Hourly Rate	Emergency Hourly Rate	Holiday Hourly Rate
30619	\$ 148.00	\$ 222.00	\$ 222.00	\$ 296.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Travel Cost</b>				
All Inclusive Travel Cost Per Service Call	<b>All-Inclusive "Non-Emergency Travel Cost Per Service"</b>		<b>All-Inclusive "Emergency Travel Cost Per Service"</b>	
	\$ 153.00		\$ 153.00	
<b>Percentage Markup For Parts and Materials</b>				
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract.				
Percentage Markup for Parts/Materials. Parts and Materials will be paid at Vendor's cost plus percentage markup. Enter Percentage Markup above Vendor's cost here:				1.8 %
<b>Other Costs</b>				
No other costs will be allowed if not listed below.				
List any other cost that could be incurred that is not listed above to be incurred per an individual service call.				
<b>Description</b>			<b>Cost</b>	
			\$	
			\$	
			\$	
			\$	

**ADDENDA.**

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

**VENDOR RESPONSE TIMES.**

Vendor must adhere to response times after notification being onsite at the applicable service location within 24 hours for Unscheduled Non-Emergency Service calls, and 4 hours for Unscheduled Emergency Service calls.

**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 \$0.00 per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

U.B.I. Number 600-340-198

City of Spokane Business License Number \_\_\_\_\_

**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.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS**

The Vendor 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.

**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: Carrier Commercial Services

*Steven Leist*  
*Signature of Bidder's Authorized Representative*

Account Manager  
*Title*

10411 E Trent Ave - Spokane Valley, WA 99206  
*Address*

509-425-3332  
*Phone*

## **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:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) 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

MINORITY BUSINESS SUBCONTRACTING GOAL      \$ \_\_\_\_\_      MBE TOTAL      \$ \_\_\_\_\_

WOMEN'S BUSINESS SUBCONTRACTING GOAL      \$ \_\_\_\_\_      WBE TOTAL      \$ \_\_\_\_\_

COMBINATION GOAL:      \$ \_\_\_\_\_      MBE/WBE TOTAL      \$ \_\_\_\_\_


\*Designate MBE or WBE

Mr./ Mrs./ Ms. \_\_\_\_\_ 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 Page (Page #18) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.1.

### SUBCONTRACTOR LIST

RFQ 6315-25,  
On Call Boiler Repairs Services - Prevailing Wage. City of Spokane Parks and Recreation

 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_




Next Five Pages (Pages #19 – 23 plus as needed) Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.1 else provide within 24 hours after notification.



## City of Spokane, Washington Supplemental Bidder Responsibility Criteria

Project Name: On Call Boiler Repairs Services - Prevailing Wage. City of Spokane Parks and Recreation	
	Project # RFQ 6315-25
<b>Part A: General Company Information</b>	
Company Name Carrier Commercial Services	
Address 10411 E Trent Ave - Spokane, WA 99206	
Contact Name and Title Steven Leist - Account Manager	
Contact Phone 509-425-3332	Contact E-mail Steven.Leist@carrier.com
Years in business as a Prime Vendor 110 years	Years in business as a sub-vendor
Years in business under present Name 2 years	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
Standard Heating, Plumbing and Controls. Carrier purchased in July of 2023	
<b>Part B: Work Experience</b>	
List at least three (3) projects completed within the last five (5) years on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<b>Part C: Performance Evaluation</b>	
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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary vendor, any firm with which any of the primary vendor’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?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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.	
<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?	

<p>The Vendor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Vendor shall submit a list of any work activities previously performed at the City of Spokane Street Department. It is expected the vendor will have an EMR rating &lt;1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.</p>
<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>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.</p>
<p><b>Part F: Environmental</b></p>
<p>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 vendor?</p>
<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>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.</p>
<p><b>Part G: Discrimination</b></p>
<p>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?</p>
<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>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.</p>
<p><b>Part H. Prevailing Wage</b></p>
<p>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?</p>
<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>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.</p>
<p><b>Part I. Termination for Cause</b></p>
<p>Has the bidder had any public works contract terminated for cause by any government agency during the previous 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 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.</p>

<b>Part J: 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 K: 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 L: Sub-Vendor Responsibility</b>	
Does the bidder's standard subcontract form include the sub-vendor 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 sub-vendor? Does the subcontract form require that each of the bidder's sub-vendors have and document a similar procedure for sub-tier sub-vendors?	
<input type="checkbox"/> Yes <input checked="" 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 sub-vendors.	
<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 1/28/2025
Printed Name of Authorized Representative Steven Leist	Title ACCOUNT MANAGER

**Attachment to Supplemental Bidder Responsibility Criteria**

**Work Experience Form**

<p>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.</p>			
<b>PROJECT DETAIL</b>			
<b>Bidder's Company Name</b> Carrier Commercial Services		<b>Bidders Contact Name &amp; Phone Number</b> Talia Brestar 509-904-7605	
<b>Project Name</b> North Idaho College Service Agreement		<b>Project Contract Number</b> 091A16068	
<b>Project Owner</b> North Idaho College		<b>Project Location</b> 1000 W Garden Ave - Coeur D'Alene, ID 83814	
<b>Project Owner Contact Name &amp; Title</b>  Matt Piekarski - Facilities Manager mbpiekarski@nic.edu		<b>Owner's Telephone Number</b>  208-691-1336	
<b>Notice to Proceed Date</b> 12-10-2024	<b>Final Completion Date</b> 12-10-2029	<b>Awarded Contract Value</b> \$84,000.00	<b>Final Contract Price</b> \$84,000.00
<b>Prime Vendor Name (If Not Bidder)</b>		<b>Vendor Contact Name &amp; Phone Number (If Not Bidder)</b>	
<b>Brief Project Description</b> Service agreement for 21 Boilers located at North Idaho College in Coeur D'Alene, ID. This is a 5 year contract.			
<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>  Annual Maintenance and preventative repairs of equipment.			

**Attachment to Supplemental Bidder Responsibility Criteria**

**Work Experience Form**

<p>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.</p>			
<b>PROJECT DETAIL</b>			
<b>Bidder's Company Name</b> Carrier Commercial Services		<b>Bidders Contact Name &amp; Phone Number</b> Talia Brestar 509-904-7605	
<b>Project Name</b> Martin Woldson Theater @ The Fox		<b>Project Contract Number</b> 078A11058	
<b>Project Owner</b> Martin Woldson Theater		<b>Project Location</b> 1001 W Sprague Ave	
<b>Project Owner Contact Name &amp; Title</b> Joe Rietcheck - joe@foxtheaterspokane.com		<b>Owner's Telephone Number</b> 509-953-8868	
<b>Notice to Proceed Date</b> 1-1-2024	<b>Final Completion Date</b> 12-31-2028	<b>Awarded Contract Value</b> \$94,512.00	<b>Final Contract Price</b> \$94,512.00
<b>Prime Vendor Name (If Not Bidder)</b>		<b>Vendor Contact Name &amp; Phone Number (If Not Bidder)</b>	
<b>Brief Project Description</b> Service agreement for 23 units including boilers, RTU, AHU's located in downtown Spokane, WA. This is a 5 year contract.			
<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>  Annual Maintenance and preventative repairs of equipment.			

**Attachment to Supplemental Bidder Responsibility Criteria**

**Work Experience Form**

<p>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.</p>			
<b>PROJECT DETAIL</b>			
<b>Bidder's Company Name</b> Carrier Commercial Services		<b>Bidders Contact Name &amp; Phone Number</b> Talia Brestar 509-904-7605	
<b>Project Name</b> Accra-Fab Service Agreement		<b>Project Contract Number</b> 085U15360/ PR0849418	
<b>Project Owner</b> Private Insurance		<b>Project Location</b> 2301 E Appleway Ave - Liberty Lake, WA 99019	
<b>Project Owner Contact Name &amp; Title</b> Private Insurance		<b>Owner's Telephone Number</b>	
<b>Notice to Proceed Date</b> 6-28-2023	<b>Final Completion Date</b> 12-31-2024	<b>Awarded Contract Value</b> \$23,118.00	<b>Final Contract Price</b> \$23,118.00
<b>Prime Vendor Name (If Not Bidder)</b>		<b>Vendor Contact Name &amp; Phone Number (If Not Bidder)</b>	
<b>Brief Project Description</b> Service agreement for 40 RTU's located in Liberty Lake. This was a 1 year contract as they moved the service from external to in house.			
<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>  Annual Maintenance and preventative repairs of equipment.			

**Instructions for the Supplemental Bidder Responsibility Form**

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.

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.

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.

Form Submittal:

Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable) [RRinderle@spokanecity.org](mailto:RRinderle@spokanecity.org)  
with the Email Subject line: RFQ 6315-25 Supplemental Bidder  
Responsibility Criteria and Work Experience Form

Questions: Please call (509) 625-6527

## TERMS AND CONDITIONS

### 1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes *current or former City officers or employees*.

### 2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

### 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### 4. REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

### 5. ACCEPTANCE PERIOD

Quote shall remain in effect for ninety (90) days for acceptance by the City from the Bid Due Date.

### 6. COSTS TO QUOTE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.



**7. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

**8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

**9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

**10. NONDISCRIMINATION**

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

**11. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

**12. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

**13. COMPOST POLICY**

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. ANTI KICKBACK

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

15. DISPUTES

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

16. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

#### 18. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### 19. INSURANCE.

INSURANCE. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

CERTIFICATE HOLDER. Certificate of Insurance shall state:

City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201.



< Business Lookup

**License Information:**

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

**Entity name:** CARRIER CORPORATION

**Business name:** CARRIER CORPORATION

**Entity type:** [Profit Corporation](#)

**UBI #:** 600-340-198

**Business ID:** 001

**Location ID:** 0004

**Location:** Active

**Location address:** 3215 S 116TH ST STE 133  
TUKWILA WA 98168-1973

**Mailing address:** 13995 PASTEUR BLVD  
PALM BEACH GARDENS FL 33418-7231

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bellingham General Business</a>	018643			<a href="#">Active</a>		Feb-10-1995
<a href="#">Bremerton General Business - Non-Resident</a>	18951			<a href="#">Active</a>	Jul-31-2025	Oct-13-1995
<a href="#">Chelan General Business Non-Resident</a>				<a href="#">Active</a>	Jul-31-2025	Sep-21-2021
<a href="#">Federal Way General Business - Non-Resident</a>	03-104848-00-BL			<a href="#">Active</a>	Jul-31-2025	Nov-03-2003
<a href="#">Fife General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2025	Jun-13-2022
<a href="#">Lacey General Business - Non-Resident</a>	7352			<a href="#">Active</a>	Jul-31-2025	Feb-22-2001
<a href="#">Lakewood General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2025	Dec-21-2020
<a href="#">Lynnwood General Business - Non-Resident</a>	008643-06-2004			<a href="#">Active</a>	Jul-31-2025	Jan-03-2019
<a href="#">Pullman General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2025	Aug-30-2021
<a href="#">Redmond General Business - Non-Resident</a>	RED09-000294			<a href="#">Active</a>	Jul-31-2025	Nov-05-2009



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
SeaTac General Business - Non-Resident				Active	Jul-31-2025	Jun-12-2019
Spokane General Business - Non-Resident	T12008729BUS			Active	Jul-31-2025	Oct-15-2012
Tukwila General Business				Active	Jul-31-2025	Mar-27-2019
Yakima General Business - Non-Resident	BL011166			Active	Jul-31-2025	Mar-27-2002

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
CAMPBELL, FRANCESCA	
CENCI, MICHAEL	
CROCKETT, KYLE	
GORIS, PATRICK	
O'CONNOR, KEVIN J.	
O'NEAL, ERIN	

## Registered Trade Names

Registered trade names	Status	First issued
BRYANT HEATING & COOLING SYSTEMS	Active	Jul-02-2001
CARRIER REFRIGERATION OPERATIONS	Active	Oct-23-1998
CARRIER TRANSICOLD DIVISION	Active	Oct-23-1998
INTERNATIONAL COMFORT PRODUCTS	Active	May-15-2013
PAYNE HEATING & COOLING	Active	Jul-02-2001
REFRIGERATED CONTAINER SERVICES	Active	Mar-13-2008
THERMO ENGINE SUPPLY	Active	May-29-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/4/2025 2:48:34 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b>		<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b> Carrier.certrequest@Marsh.com	
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
CN101479273-CCS-GAWX*-24-25	<b>INSURER A:</b> Old Republic Insurance Company		24147
<b>INSURED</b> CARRIER CORPORATION 13995 PASTEUR BLVD PALM BEACH GARDENS, FL 33418	<b>INSURER B:</b> AIU Insurance Co		19399
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-012213918-06      **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input checked="" type="checkbox"/> LOC OTHER:			MWZY 316149-24 \$2,000,000 General Aggregate Per Location \$10,000,000 General Aggregate Per Policy	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY   <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 316148-24	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$			MWZU 316150-24	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 020395994 (CA) WC 020395995 (WI) SEE ACORD 101.	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	Y/N <input checked="" type="checkbox"/> N   <input type="checkbox"/> A

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: 2025 On-Call Boiler, 808 West Spokane Falls Blvd Spokane, WA 9201.

City of Spokane is/are included as additional insured (except Workers Compensation) when required by written contract and/or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
 808 West Spokane Falls Blvd  
 Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC. ◆		NAMED INSURED CARRIER CORPORATION ◆ 13995 PASTEUR BLVD ◆	
POLICY NUMBER		PALM BEACH GARDENS, FL 33418	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

◆◆  
 CONTINUED FROM WORKERS' COMPENSATION: ◆  
 ◆  
 INSURER: AIU Insurance Company ◆  
 POLICY NUMBER: WC 020395993 ◆  
 EFFECTIVE DATE: 04/01/2024 ◆  
 EXPIRATION DATE: 04/01/2025 ◆  
 ADDITIONAL STATES COVERED:  
 AL,AK,AR,AZ,CO,CT,DC,DE,FL,GA,HI,IA,ID,IL,IN,KS,KY,LA,MA,MD,ME,MI,MN,MO,MS,MT,NC,NE,NH,NJ,NM,NV,NY,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WY ◆





# 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)	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: MAKE BEACON HILL PUBLIC – PHASE 2**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **LIBERTY CONCRETE, LLC**, whose address is 3448 North Huetter Road, Coeur d’Alene, Idaho 83814 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Make Beacon Hill Public – Phase 2**, selected via PW ITB 6295-25.

2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor’s Response to PW ITB (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

Contractor will construct the Base Bid and Alternates 2, 3 and 5 of the project scope of work in accordance with the contract documents.

In addition to the contracted scope of work, contractor has agreed to hold bid pricing for Alternate 4 until the completion of construction at Site 1 – John H. Shields Park, which may be added to the contract scope of work by amendment during construction.

Contractor expressly acknowledges its responsibility to comply with the ‘Build America, Buy America’ requirements that are set forth in the project specifications Appendix 8 incorporated by reference herein.

3. **TERM.** The term of this Contract begins on February 17, 2025, and ends on May 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

- A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$1,748,573.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
- B. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of

Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. **BONDS.** The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. **PUBLIC WORKS REQUIREMENTS.** The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. **INSURANCE.** During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW::

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

[ ] Property Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been waived by the City. *Risk Manager must initial.*

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant

shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as “Additional Insured”** specifically for Contractor’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. **EXECUTIVE ORDER 11246.**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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



19. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
28. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

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

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

**LIBERTY CONCRETE, LLC**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**  
Exhibit A - Certification Regarding Debarment  
Exhibit B – Response to PW ITB 6295-25  
Payment Bond  
Performance Bond  
Retainage Bond  
25-024a

**EXHIBIT A**

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

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

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

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

<u>Liberty Concrete, LLC.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Make Beacon Hill Public – Phase 2</u> Program Title (Type or Print)
<u>Thomas Lariviere</u> Name of Certifying Official (Type or Print)	_____ Signature
<u>Managing Member</u> Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

**EXHIBIT B**

**PAYMENT BOND**

We, **LIBERTY CONCRETE, LLC**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$1,748,573.00)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Make Beacon Hill Public – Phase 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on \_\_\_\_\_.

**LIBERTY CONCRETE, LLC,**

AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_

Its Attorney in Fact

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



**PERFORMANCE BOND**

We, **LIBERTY CONCRETE, LLC**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$1,748,573.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Make Beacon Hill Public – Phase 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on \_\_\_\_\_

**LIBERTY CONCRETE, LLC,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_         )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney





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>
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**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

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**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.

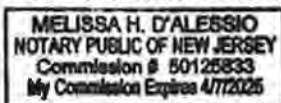
**UNITED STATES FIRE INSURANCE COMPANY**



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	
Project Name <b>Shoshone Valley Municipal Park</b>		Project Contract Number 2445	
Project Owner Black Flag Solutions LLC		Project Location Shoshone, ID	
Project Owner Contact Name & Title Curtis Kilian, Owner		Owner's Telephone Number 208.699.4541	
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
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
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		Bidders Contact Name & Phone Number	
Liberty Concrete LLC		Allison Beard office 208.991.1302; cell 541.953.2195	
Project Name		Project Contract Number	
Bowdish Road Sidewalk and Bike Lane		24-102	
Project Owner		Project Location	
City of Spokane Valley		Spokane Valley, WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
Kelly Lynch, P.E.		509.720.5001	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
05/28/2024	09/30/2024	\$3,046,112.70	\$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.







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 amounts 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 cancelation 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 and 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]*



Worker's Compensation	Statutory Limits pursuant to the Laws of the State where the work is performed.
Commercial General Liability	\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate; Deductible: not greater than \$25,000.00.
Comprehensive Auto Liability	\$1,000,000.00 each occurrence.
Professional Services Liability <b>IF APPLICABLE FOR SERVICES IN PRIME CONTRACT.</b>	\$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.
Commercial Auto Liability <b>(IF APPLICABLE)</b>	\$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.

**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**



< **Business Lookup**

**License Information:**

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

**Entity name:** LIBERTY CONCRETE LLC DBA LIBERTY CONCRETE CDA LLC

**Business name:** LIBERTY CONCRETE LLC DBA LIBERTY CONCRETE CDA LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 605-011-736

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3448 N HUETTER RD  
COEUR D ALENE ID 83814-8905

**Mailing address:** 3448 N HUETTER RD  
COEUR D ALENE ID 83814-8905



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Dec-31-2025	Jan-09-2023
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	Jan-10-2023

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
LARIVIERE III, THOMAS	

The Business Lookup information is updated nightly. Search date and time:  
1/31/2025 9:56:29 AM



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Construction Project(s):**

The projects as specified in the written contracts or agreements

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF GENERAL AGGREGATE LIMIT DESIGNATED CONSTRUCTION PROJECT(S) AND DESIGNATED LOCATION(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

### SCHEDULE

**Ultimate General Aggregate Limit:** \$ 50,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If endorsement(s) CG 25 03 - Designated Construction Project(s) General Aggregate Limit and/or endorsement CG 25 04 - Designated Location(s) General Aggregate Limit is (are) made a part of the policy, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary:

- A.** The Designated Construction Project General Aggregate Limit (CG 25 03) and Designated Location General Aggregate Limit (CG 25 04) are subject to the Ultimate General Aggregate Limit shown in the above Schedule.
- B.** The Ultimate General Aggregate Limit shown in the above Schedule is the most we will pay for the sum of all damages under the Designated Construction Project General Aggregate Limit and Designated Location General Aggregate Limit.
- C.** **SECTION III - LIMITS OF INSURANCE** provisions not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Number of Days' Notice** 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EARLIER NOTICE OF WHEN WE DO NOT RENEW (NONRENEWAL) PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

**Number of Days' Notice** 60

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the When We Do Not Renew (Nonrenewal) policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Liberty Concrete, LLC

**Endorsement Effective Date:** 5/31/2024

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

#### **SCHEDULE**

**Name of Person or Organization:**

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

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

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

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Liberty Concrete, LLC

**Endorsement Effective Date:** 05/31/2024

### **SCHEDULE**

<b>Scheduled Railroad</b>	<b>Designated Job Site</b>
Where required by written contract or agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

#### SCHEDULE

<b>Number of Days' Notice</b> <u>10</u>	(For non-payment of premium)
<b>Number of Days' Notice</b> <u>60</u>	(For any other reason, other than nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EARLIER NOTICE OF NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM/POLICY  
MOTOR CARRIER COVERAGE FORM

#### **SCHEDULE**

**Number of Days' Notice 60**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Nonrenewal, as provided in the Nonrenewal policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

POLICY NUMBER:

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **SCHEDULE**

DATE OF ISSUE:



# OLD REPUBLIC INSURANCE COMPANY

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY EARLIER NOTICE OF CANCELTION OR NONRENEWAL PROVIDED BY US

### SCHEDULE

<b>Number of Days' Notice of Cancellation Non- payment of Premium</b>	<b>Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal</b>	<b>State(s) Applicable</b>
10	60	SEE ITEM 3. A.

<b>Number of Days' Notice of Nonrenewal</b>	<b>State(s) Applicable</b>
60	SEE ITEM 3. A.

- A.** For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B.** For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

## SECTION I – COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
  - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
  - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION III – CONDITIONS**

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### **1. Appeals**

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

#### **2. Bankruptcy**

##### **a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **b. Bankruptcy Of Controlling Underlying Insurer**

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

#### **3. Duties In The Event Of An Event, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **4. First Named Insured Duties**

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

## 5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

## 7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

## 8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

## 9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

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

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

# EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

**THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this insurance restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

### 1. INSURING AGREEMENT

- a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
- b. This insurance is subject to:
  - (1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and
  - (2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".
- c. For the purposes of Paragraph a. above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can only be reduced or exhausted by the following payments:
  - (1) Payments of judgments or settlements for damages that are covered by such "un-

derlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or

- (2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

### 2. DEFENSE OF CLAIMS OR SUITS

- a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.
- b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims or "suits" for damages to which this insurance is likely to apply.
- c. We may investigate and settle any claim or "suit" at our discretion.

EXCESS (FOLLOWING FORM)

d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
- (3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

**3. EXCLUSIONS**

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

**a. Asbestos**

- (1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- (2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph (1) of this exclusion.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or "suit" by or on behalf of a governmental authority because of

testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**b. Employment-Related Practices**

Damages because of injury to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph (1) (a), (b) or (c) of this exclusion.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**c. ERISA, COBRA and Similar Laws**

Any obligation of the insured under:

- (1) The Employees Retirement Income Security Act Of 1974 (ERISA);
- (2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or
- (3) Any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

**d. War**

Damages arising out of:

- (1) War, including undeclared or civil war; or



- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## SECTION II – WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:
  - a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
  - b. The Limits of Insurance of this policy shown in the Declarations; whichever is less; and
2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

## SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except:
  - a. Damages because of injury or damage included in the "auto hazard"; or
  - b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph 2. above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.
4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

## SECTION IV – CONDITIONS

### 1. APPEALS

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

### 2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

### 3. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

## EXCESS (FOLLOWING FORM)

- b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

### 5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT

- a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:
  - (1) How, when and where the "event" took place; and
  - (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
  - (1) Cooperate with the "underlying insurers";

- (2) Comply with the terms of the "controlling underlying insurance"; and

- (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

- d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

### 6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years after the end of the policy period; and
- c. Within one year after final settlement of all claims under this insurance.

### 7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

### 8. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

#### 9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

#### 10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;

- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include any "underlying insurance".

#### 11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

#### 12. PREMIUM

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section II – Who Is An Insured.

**13. PREMIUM AUDIT**

If this policy is auditable:

- a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period, we will compute the earned premium for that period.
- c. Audit premiums are due and payable on notice to such first Named Insured.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

**14. REPRESENTATIONS**

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

**15. SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**17. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

- a. The insured's liability is established by:
  - (1) A court decision; or
  - (2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

**18. WHEN WE ARE PROHIBITED FROM PAYING DAMAGES ON BEHALF OF AN INSURED**

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

**19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED**

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

**20. CURRENCY**

Payments for damages or expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately proceeding the date the payment is processed.

**SECTION V – DEFINITIONS**

- 1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section III – Limits Of Insurance.
- 2. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which

that limit has been reduced solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage; and

- b. The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
3. "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".
  4. "Controlling underlying insurance":
    - a. Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.
    - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
    - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
  5. "Event" means an occurrence, offense, accident, act, error or omission or other unit.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Suit" means a civil proceeding. "Suit" includes:
  - a. An arbitration proceeding which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
8. "Underlying insurance":
  - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
  - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
  - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
9. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

# PERFORM

## CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATIC EXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer shown in the header of the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

### I. INSURING AGREEMENT

#### A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance**, provided that:

1. the **Protective Claim** arises out of:
  - a. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
  - b. a **Pollution Condition** resulting from the performance of **Contractor Activities**;
 by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss**; and
4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity**.

#### B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim**.

#### C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and
2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period**, or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period**, provided that:
  - a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage**, or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition**, which is:
    - i. for **Bodily Injury**, the date of first exposure of any person to that **Pollution Condition**; or
    - ii. for **Property Damage** or **Cleanup Costs**, the date the **Pollution Condition** first commenced; and
  - b. if the date of the first exposure cannot be immediately determined to have been within this **Policy Period**, and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim**), and the **Bodily Injury**, **Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period**, the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim**. No more than one policy issued by us can be applicable to the **Pollution Claim**; and

prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim**.

#### D. Cyber Liability

We will defend you against a **Cyber Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim**.

#### E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services, Media Activities or Information Technology Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim**.

#### F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim, Pollution Claim, Cyber Claim or Media and Personal Injury Claim** that would be covered under this Policy, but has not yet been made, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period**; and
3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim**; and
4. before incurring any **Mitigation Cost**, you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding payment under this Policy on the reasonably expected covered **Claim**, and we provide our prior written consent for such **Mitigation Cost**, such consent not to be unreasonably withheld.

#### SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

##### A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

##### B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

##### C. Subpoena Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena



in a proceeding other than a **Claim** against you or a **Protective Claim**, that is both first served on you and reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

#### F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim**, at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

#### G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

#### H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period**, but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities** or the expiration of the **Policy Period**, whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**.

### III. DEFENSE, SETTLEMENT AND COOPERATION

#### A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:

- a. even if groundless or false;
- b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss**, we shall have the right, but not the duty, to defend you against such **Claim**. You shall have the duty to investigate and defend such **Claims**, and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense**.

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of \$25,000 per **Claim**, towards the costs of having you retain your own counsel to monitor the **Claim**. Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim**.
3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims**; and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim**, and to comply with our reporting and billing guidelines.
4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after all applicable Limits of Liability have been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

#### **B. Settlement and Consent (Coverages B, C, D and E)**

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** incurred up to the time we made our recommendation to you.

#### **C. Settlement (Coverage A)**

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim**.
2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

#### **D. Proactive Resolution of Substantiated Protective Claim (Coverage A)**

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance**, then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss**:

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim**;
2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim**;
3. we will assist you in negotiations with representatives for any **Recoverable Insurance**; and
4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the

refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim**, we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance**.

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VL of this Policy.

#### E. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.
2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim** or **Claim**, such that all such communications shall be protected by all applicable privileges and protections.
3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim** or **Claim**, or incur any **Claim Expense** or **Mitigation Cost**, for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense**. We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim** or **Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.
4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim** or **Claim**, including but not limited to rejecting or demanding arbitration.

#### IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

- A. **Advertising** means material which promotes your products, services or business.
- B. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.
- C. **Claim** means **Professional Claim, Pollution Claim, Cyber Claim, and Media and Personal Injury Claim**.
- D. **Claim Expense** means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this Policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim**. **Claim Expense** includes reasonable and necessary fees in defending such a **Claim**, for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.

**E. Cleanup Costs** means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; or for cleanup, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities**. **Cleanup Costs** also includes **Restoration Costs**.

**F. Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

**G. Contractor Activities** means:

1. any general construction, construction management, or environmental activity; or
2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed to deliver or transport such goods, materials, products, or waste; or
3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or
4. the use of a **Non-Owned Location**.

**Contractor Activities** also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

**H. Cyber Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach**.

**I. Cyber Security Breach** means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;
2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;
3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;
4. the destruction, deletion or corruption of your client's electronic data; or
5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:
  - a. an individual, natural person's private **Content**, or
  - b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insureds direct control.

**J. Damages** mean any amounts you are legally obligated to pay.

**K. Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.

- L. First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.
- M. Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.
- N. Information Technology Services** means:
1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
  2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
  3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
  4. storage of, warehousing of, mining of and processing of data by you;
  5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
  6. activities performed on your website(s);
- but shall not mean **Information Technology Products**.
- O. Insured** means:
1. the **Named Insured**; or
  2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
  3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
  4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
  5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
  6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
  7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
  8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **First Party Claim** or **Claim** being made. However:
  - a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and
  - b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

**P. Insured Contract** means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract**; or
2. a sidetrack agreement; or
3. any easement or license agreement; or
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage, or Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract**.

- Q. Loss** means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.
- R. Media Activities** means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.
- S. Media and Personal Injury Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense**.
- T. Media and Personal Injury Offense** means:
  1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;
  2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark

or service mark;

3. act, error or omission regarding the **Content** of any **Media Communication**, including harm caused through any reliance or failure to rely upon such **Content**;
  4. Misappropriation of trade secret;
  5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;
  6. Invasion or interference with the right to privacy or of publicity;
  7. Misappropriation of any name or likeness for commercial advantage;
  8. False arrest, detention or imprisonment or malicious prosecution; or
  9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping.
- U. Media Communications** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.
- V. Media Material** means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software or **Content**.
- W. Mediation** means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.
- X. Mitigation Cost** means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, provided such fees and direct costs are incurred prior to any **Claim**. In the event of a **Cyber Security Breach, Mitigation Costs** include costs we incur to engage a qualified firm on your behalf to:
1. investigate the **Cyber Security Breach**;
  2. notify any parties affected by the **Cyber Security Breach**;
  3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach**; and
  4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach**.
- Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense**; betterment; or the failure to prevent or detect faulty workmanship.
- Y. Named Insured** means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.
- Z. Natural Resource Damage** means physical injury to or destruction of (including the resulting loss of value) land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

**AA. Non-Owned Location** means:

1. real property rented, leased or managed by you, including temporary job site offices, but only if such real property is utilized on a temporary basis for the storage of goods, materials, equipment, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; or
2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:
  - a. the waste material is generated or removed while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; and
  - b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured**; and
  - c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

**BB. Policy Period** means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

**CC. Pollution Claim** means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities**.

**DD. Pollution Condition** means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

**EE. Pollution Loss** means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs**.

**FF. Principal Personnel** means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured**.

**GG. Professional Claim** means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services**.

**HH. Professional Services** means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or
2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or



3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or
4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling, remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or
5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

**II. Property Damage** means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage.**

**JJ. Protective Claim** means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities.**

**Protective Claim** does not include a demand or proceeding for non-monetary or injunctive relief.

**KK. Protective Loss** means:

1. any amounts you are legally entitled to recover; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity**:

1. due to a negligent act, error or omission in the rendering of **Professional Services**; or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition.**

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities.**

**LL. Recoverable Insurance** means the lesser of either Item 1. or 2. below:

1. all liability insurance applicable to the **Professional Services** or **Pollution Condition** from which the **Protective Claim** arises and providing such applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy that is applicable to the **Protective Claim**, such Limitation of Liability.

**MM. Responsible Entity** means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities.**

**NN. Restoration Costs** means the reasonable and necessary costs incurred by you, with our prior written

consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

**00. Retroactive Date(s)** means the date(s) set forth in Item 6. of the Declarations.

**PP. Third Party Loss** means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense**.

## V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

- A.** any amounts incurred in connection with the making or prosecution of a **Protective Claim**. This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.
- B.** the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, will be upon you.

- C.** any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services**, or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities**, or (4) **Information Technology Products**.
- D.** the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:
  1. Coverages A or B; or
  2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

- E.** any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.
- F.** any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.
- G.** liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract, agreement, warranty or guarantee. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of

others assumed under an **Insured Contract**. This Exclusion shall not apply to that portion of a contract that sets forth the **Insured's** participation in a legal entity that is insured under Definition 0.4. of this Policy.

- H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.
- I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.
- J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim**.
- K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured**. This Exclusion shall not apply to conduct by an entity for which the **Insured's** participation is insured under Definition 0.4. of this Policy.
- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.
- M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:
  1. that wholly or partially owns, controls or operates you; or
  2. in which you have an ownership interest in excess of twenty-five percent (25%); or
  3. that is controlled or operated by you; or
  4. in which you are an officer or director; or
  5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

- N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services**.
- O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.
- P. any **Protective Loss** or **Pollution Loss** resulting from:
  1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location**; or
  2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location**, for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities**.
- Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content**, including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.

- R. any **Professional Services, Contractor Activities, Media Activities, or Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim**, or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

## VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

### A. Limits of Liability

1. Limit of Liability Each **Claim** or **First Party Claim**: Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.
2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.
3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

### B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim**, if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount stated in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss**, though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim**.

**Mediation Credit:** If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation**, and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation**, your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of \$25,000.

## VII. MULTIPLE INSURED

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

## VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions**, or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

- A. a single Each **Claim** or **First Party Claim** Limit of Liability; and

**B.** a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim**, whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims**.

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim**.

## **IX. EXTENDED REPORTING PERIOD**

### **A. Automatic Extended Reporting Period**

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim**) or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

### **B. Optional Extended Reporting Period**

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your option to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

If purchased pursuant to the preceding paragraph, the Optional Extended Reporting Period shall commence upon the termination of the **Policy Period**. The Automatic Extended Reporting Period shall not apply after the termination of the Optional Extended Reporting Period. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

## **X. REPORTING**

### **A. Reporting a Claim or First Party Claim**

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

#### **B. Reporting a Circumstance**

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

### **XI. CONDITIONS**

#### **A. Territory**

The coverage afforded by this Policy applies worldwide.

#### **B. Audit and Inspection**

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

#### **C. Subrogation**

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition 0.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

#### D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

#### E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

#### F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

#### G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.
2. This Policy may only be cancelled by us for one or more of the following reasons:
  - a. non-payment of premium; or
  - b. a material misrepresentation or concealment of facts; or
  - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured**. Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

#### H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

#### I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

#### J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

#### K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

#### L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

#### M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

#### N. Choice of Law



All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

**O. Jurisdiction and Venue**

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.

# 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 checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: NW Playground Equipment, Inc.			
Name: Chris Brummett		Email address: <a href="mailto:chrisb@nwplayground.com">chrisb@nwplayground.com</a>	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 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



< Business Lookup

**License Information:**

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

**Entity name:** NORTHWEST PLAYGROUND EQUIPMENT, INC.

**Business name:** NORTHWEST PLAYGROUND EQUIPMENT, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-691-557

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 345 NW DOGWOOD ST  
ISSAQUAH WA 98027-3216

**Mailing address:** PO BOX 2410  
ISSAQUAH WA 98027-0109

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sedro Woolley General Business - Non-Resident				Active	Feb-28-2026	Jan-15-2023
South Bend General Business - Non-Resident	20-440			Active	Feb-28-2026	Apr-29-2020
Spokane General Business - Non-Resident	T12030274BUS			Active	Feb-28-2026	Oct-15-2012
Tukwila General Business - Non-Resident				Active	Feb-28-2026	Jul-25-2022
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Jan-28-2021
Yakima General Business - Non-Resident	BL190286			Active	Feb-28-2026	Apr-02-2019

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
ARNESON, ERIC	
MC GARVEY, CAROLYN	

---

**Owners and officers****Title**

---

MC GARVEY, ROBERT

---

MCGARVEY, CHRIS

---

The Business Lookup information is updated nightly. Search date and time: 2/4/2025 2:46:31 PM

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**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**REVENUE AGREEMENT AMENDMENT**

Title: **EXCLUSIVE & NON-EXCLUSIVE  
CONCESSIONAIRE & CATERING SERVICES  
FOR CITY OF SPOKANE'S RIVERFRONT PARK**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**, whose address is 980 N Michigan Avenue, Suite 400, Chicago, IL, 60611 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement where the City will receive Concessionaire & Catering Services in and for its Riverfront Park; and

WHEREAS, a change to the agreement is needed, thus, the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 22, 2023, and first amended June 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon the signature of the Parties and shall run through the Term set forth in Section 1 of the Agreement.

**3. AMENDMENTS**

a. The last sentence of Section 4(a) of the Agreement is amended to read as follows:

... The Management Fee shall increase annually by the increase in the U.S. Bureau of Labor Statistics, Consumer Price Index West Region (CPI-W) Class B/C(1) Cities, Urban Workers for the preceding 12-month period.

b. A new Section 5(b)(P) of the Agreement is amended and restated to read as follows:

“(P) Administrative fees paid by the City to the Third-Party engaged under Section 6(b)(1) of this Agreement, which shall not exceed Fifty Thousand Dollars (\$50,000) per Contract Year.”

c. A new Section 6(B)(1)(a) shall be added to the Agreement as follows:

“a. The Contractor shall be entitled to Twenty Percent (20%) of the total gross receipts, less any applicable sales tax, collected by the Third-Party for the services performed under this Section 6(B). This amount shall be included in Gross Receipts. If the Third-Party ceases providing services under this Section 6(B) for any reason, and Contractor desires to engage a new third party subcontractor to provide the same or substantially similar services, the parties shall meet in good faith to mutually agree upon the fees for such replacement third party subcontractor, including administrative fees.”

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

**LEVY PREMIUM FOODSERVICE  
LIMITED PARTNERSHIP**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

Robert Ellis  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

President of its General Partner  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



< **Business Lookup**

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

## License Information:

**Entity name:** LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

**Business name:** LEVY AT SPOKANE RIVERFRONT

**Entity type:** [Limited Partnership](#)

**UBI #:** 602-587-692

**Business ID:** 001

**Location ID:** 0013

**Location:** Active

**Location address:** 574 WEST N HOWARD ST  
SPOKANE WA 99201-0820

**Mailing address:** 980 N MICHIGAN AVE  
STE 400  
CHICAGO IL 60611-4518



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration date	First issuance
Catering	430123			Active	Feb-28-2026	Jul-05-2023
Spokane General Business				Active	Feb-28-2026	Apr-20-2023
Sports Entertainment Facility	430123			Active	Feb-28-2026	Jul-05-2023

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
LEVY GP CORPORATION	
LEVY RESTAURANT LP	

## Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
CHENEY STADIUM	Active	Dec-29-2011
KEY ARENA	Active	Oct-13-2010
LEVY AT CENTURYLINK FIELD	Active	Aug-05-2020
LEVY AT KEY ARENA	Active	Feb-14-2017
LEVY AT SPOKANE CONVENTION CENTER	Active	Oct-12-2020
LEVY AT SPOKANE RIVERFRONT	Active	Apr-20-2023
LEVY AT SPOKANE STADIUM	Active	Jun-13-2023
LEVY AT SPOKANE VETERANS MEMORIAL ARENA	Active	Oct-12-2020
LEVY AT THE PODIUM	Active	Apr-28-2021
LEVY RESTAURANTS	Active	Mar-03-2006
LEVY RESTAURANTS AT VILLAGE ROADSHOW GOLD CLASS CINEMAS	Active	Dec-23-2008
LINE & LURE RESTAURANT	Active	Mar-02-2017



Registered trade names	Status	First issued
MICHAEL JORDAN'S STEAK HOUSE	Active	Mar-01-2017
WOODLAND PARK ZOO	Active	Oct-15-2018

[View Additional Locations](#)

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# CERTIFICATE OF LIABILITY INSURANCE

OR 01R 2023-0551

DATE (MM/DD/YYYY)

09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326		<b>CONTACT NAME:</b> Randi K. Nowell, CPCU, ARM <b>PHONE (A/C, No, Ext):</b> 404-995-3102 <b>E-MAIL ADDRESS:</b> Compasscerts@Marsh.com <b>FAX (A/C, No):</b>	
CN102832071-Compa-UMB10-24-      LEVY      LEPFS		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Levy Premium Foodservice Limited Partnership A Division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217		<b>NAIC #</b> INSURER A: National Union Fire Ins Co. of Pittsburgh PA      19445 INSURER B: AIU Insurance Co.      19399 INSURER C: ACE Property And Casualty Ins Co      20699 INSURER D: INSURER E: INSURER F:	

RECEIVED

OCT 18 2024

CITY CLERK'S OFFICE

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005604562-04      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 6547187	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AL 7030999 (AOS) AL 7030999 (MA) AL 7031003 (Garage Liability) Self Insured for Physical Damage	09/30/2024 09/30/2024 09/30/2024	09/30/2025 09/30/2025 09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 14111814 (AOS) WC 1411816 (CA) See Acord 101	09/30/2024 09/30/2024	09/30/2025 09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL6547185 SIR: \$1,000,000	09/30/2024	09/30/2025	Each Common Cause \$ 1,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Spokane, its officers and employees is/are included as Additional Insured as respects the General Liability policy referenced herein per written contract or agreement subject to policy terms, conditions, and exclusions and where permitted by law.

<b>CERTIFICATE HOLDER</b> City of Spokane 808 West Spokane Falls Blvd, Spokane, WA 99201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
---	--



0000691 SP 0280 -C01-P00691-I

City of Spokane  
808 West Spokane Falls Blvd.,  
Spokane, WA 99201





Dear Certificate Holder:

To streamline certificate delivery for our clients and in an effort to support our firm's commitment to sustainability, going forward, we will only be providing renewal certificates of insurance electronically.

If you need to continue receiving a copy of the attached certificate, please send an email to [USOperations.email@marsh.com](mailto:USOperations.email@marsh.com) and include the following:

- Certificate # (Shown below Insured Name – e.g., ABC-123456789-01)
- E-Mail for future delivery

For your convenience, if we do not receive your response, we will conclude that you no longer require proof of insurance from the named insured and will remove you from our records.

Thank you,

US Operations, Marsh USA, LLC

A business of Marsh McLennan

SCHEDULE

NAME OF PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION  
THAT IS REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT.

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

ANY ADDRESS THAT THE INSURED IS  
CONDUCTING BUSINESS.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM forms a part of Policy No. WC 14111814

Issued to COMPASS GROUP USA, INC.

By A I U INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided the Insurer, either directly or through its broker of record, either:
  - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
  - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the Named Insured confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the Insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the Named Insured in writing to be correctly a part of the Schedule within 30 days after the Named Insured confirms the accuracy of the Schedule below with the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured confirms the accuracy of the Schedule below with the Insurer.

Proof of the Insurer emailing the Advice, using the information provided and subsequently confirmed by the Named Insured in writing, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

## ENDORSEMENT

This endorsement,  
 forms a part of Policy No. 654-71-87  
 issued to Compass Groups USA Investments, Inc.,  
 by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

*Barbara Stuch*

Authorized Representative



**ENDORSEMENT**

This endorsement  
forms a part of Policy No. 703-09-98  
issued to COMPASS GROUP USA INVESTMENTS, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Authorized Representative



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, LLC.		<b>NAMED INSURED</b> Levy Premium Foodservice Limited Partnership A Division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation Continued:

Workers Compensation Policy #WC49154356(AOS POLICY) Covers ALL States except: CA, WI and OH

Carrier: New Hampshire Insurance Company

Policy Number: WC 14111817

Effective Date: 09/30/2024

Expiration Date: 09/30/2025

Policy Covers States of: WI

Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: National Union Fire Ins. Co. of PA

Policy Number: XW 6583229

Effective Date: 09/30/2024

Expiration Date: 09/30/2025

Policy Covers States of: OH (Excess WC)

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

**ADDITIONAL INFORMATION**

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf	<b>Committee meeting date:</b> 2.11.25	
<b>Requester</b>	Mark Poirier	<b>Phone number:</b> 509.625.4653	
<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)	N/A	<b>Master Plan Priority Tier:</b>	N/A (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	2025 Golf/Parks chemical/fertilizer value blanket NTE \$325,000.		
<b>Begin/end dates</b>	Begins: 03/01/2025	Ends: 02/28/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>This annual bid goes out to distributors each spring, for various turf chemicals used throughout Golf and Parks systems. With new products, rising shipping/fuel/fertilizer costs, this gives Golf and Parks the best chance to acquire the lowest prices. This value blanket also locks us in for a year to help with consistent pricing for budgetary purposes.</p> <p>Attached is a tabulation sheet for these quotes as prepared by City Purchasing Department using required purchasing guidelines.</p>			
<b>Motion wording:</b>			
To approve the 2025 Golf/Parks chemical/fertilizer value blanket NTE \$325,000.			
<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	Thea Prince		
Parks – Sarah Deatrich	Al Vorderbrueggen		
Requester: Mark Poirier	Garrett Jones		
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
NTE \$325,000	4600-55200-76680-53201		
	4600-55300-76680-53201		
	4600-55400-76680-53201		
	4600-55500-76680-53201		
<b>Vendor:</b> <input 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 type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: n/a	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date:			



<b>Soil Technologies Corp.</b>	<b>HORIZON DIST</b>	<b>Ewing Irrigation Products Inc</b>	<b>Planet Turf</b>	<b>SiteOne Landscape Supply</b>	<b>Simplot Turf &amp; Horticulture</b>	<b>Heritage landscape supply group</b>	<b>Helena Agri-Enterprises</b>	<b>WILBUR ELLIS</b>
2103 185th Street	4004 E Francis Ave	5550 Soquel Ave	6422 E 2nd Ave	3718 E Decatur Ave	11600 NE Marx St	Group 7440 State Highway	4802 N Florida st	12001 E EMPIRE AVE
Fairfield, IA 52556	Spokane WA 99217	Santa Cruz, CA 95062	Spokane WA 99212	Spokane, WA 99217	Portland OR 97220	McKinney, TX 75070	Spokane, WA 99217	Spokane Valley, WA 99206
<b>VB #</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>	<b>VB#</b>
Xavier Dupoux	Nick Newman	Jeremy Smith	Jordan Anderson	Jonathan Caldera	Jacob Close	Jeff Baker	Chris Concienne	Brent Radford
xavier@soiltechcorp.com	nick.newman@horizon	jeremysmith@ewingos.c	jordan@planeturfusa.com	joncalder@siteone.com	jacob.close@simplot.com	jeff.baker@heritageppg.co	conciennec@helenaagri.c	bradford@wilburellis.com
(641) 781-1879	(208)929-2522	(831)464-6777	(816) 217-7363	(509) 873-1455	(425) 293-9773	(207) 606-9119	(509)795-9175	(509) 994-4735

Reference Number	Description	UOM	Quantity							
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Reference Number	Description	UOM	Quantity									
1	16-16-16 Standard Grade	50 lb bag	1		\$24.89			\$22.00	\$24.46	\$16.70	\$21.00	
2	Earthworks Replenish 5-4-5 greens grade	50 lb bag	1								\$40.00	
3	Earthworks Replenish 5-4-5 standard grade	50 lb bag	1								\$38.00	
4	Earthworks Replenish 10-2-5 standard grade	50 lb bag	1								\$46.31	
5	Earthworks Replenish 10-2-5 greens grade	50 lb bag	1								\$49.47	
6	Earthworks Myco-Replenish 3-3-3 greens grade	50 lb bag	1								\$41.05	
7	Earthworks Trilogy 1-5-5 Liquid	gal	2.5								\$315.75	
8	Earthworks Replenish 8-2-2 standard grade	50 lb bag	1								\$30.52	
9	Helena Pro-Mate 23.9-11.7-3.8 standard grade	50 lb bag	1							\$35.00		
10	28-0-0 Coron Metra Liquid	5 gal	1							\$70.00		
11	28-0-0 Coron Metra Liquid	265 gal	1							\$3,643.75		
12	Nucleus 0-0-21	5 gal	1							\$70.00		
13	Hydra-Hume 0-0-1	5 gal	1							\$70.00		
14	Super Trace 2-0-4 6% FE	2.5 gal	1								\$60.67	
15	Earthworks Protein Plus 14-2-5 Liquid	2.5 gal	1								\$123.67	
16	46-0-0 Umaxx Mini	50 lb bag	1						\$49.75		\$60.04	
17	46-0-0 Urea Solution Grade	50 lb bag	1		\$27.80	\$55.59		\$25.32	\$25.25	\$20.50	\$26.00	
18	Ammonium Sulfate 21-0-0 Solution Grade	50 lb bag	1		\$20.44	\$19.41		\$18.60	\$19.10	\$15.18	\$20.83	
19	25-0-0 (1/4 nitrate 3/4 ammonium sulfate)	50 lb bag	1			\$27.19					\$25.47	
20	25-3-15 Perfection Mini Eagle	50 lb bag	1								\$38.89	
21	Micro Sea	2.5 gal	1				\$97.50					
22	Andersons 18-0-4 w/Dimension	50 lb bag	1			\$21.18		\$27.06	\$32.59		\$35.48	
23	WETCIT	2.5 gal	1				\$200.00				\$164.17	
24	ORO-RZ	2.5 gal	1				\$200.00					
25	Perfect Blend Organics 4-4-4 sgn 150	50 lb bag	1			\$19.71		\$25.75		\$25.50	\$25.36	
26	21-3-5 w/Surge	50 lb bag	1						\$39.24	\$36.50	\$43.00	
27	Andersons 16-0-9 w/Surge Mini	40 lb bag	1			\$26.24		\$30.12		\$26.81	\$42.14	
28	Andersons DG 12-3-12 greens grade	40 lb bag	1			\$38.59		\$59.00	\$55.65	\$59.00	\$59.00	
29	Andersons DG 14-7-14 greens grade	40 lb bag	1			\$45.88		\$63.80	\$57.50	\$66.10	\$66.10	
30	Turface MVP Infield Conditioner	50 lb bag	1		\$16.56	\$7.94		\$12.88	\$14.36	\$23.09	\$14.00	\$16.91
31	SuperCal SO4 standard sgn plus Infiltrate	50 lb bag	1									\$18.00
32	SuperCal SO4 standard sgn	50 lb bag	1			\$10.26						
33	Watersolv Curative	5 gal	1				\$332.15					\$332.14
34	Watersolv Curative	55 gal	1				\$3,188.90					\$3,189.12

Fertilizers

35	Gypsum standard sgn	50 lb bag	1		\$16.53	\$4.35	\$13.00	\$13.10	\$15.87		\$11.80	\$15.00
36	Flu Gent	2.5 gal	1				\$57.50					
37	Amend Simplot	2.5 gal	1						\$58.45			

**Grass Seed**

1	Pure Distinction Bentgrass non coated	25 lb bag	1				\$320.15	\$376.50		\$417.00	\$448.52
2	L-93 XD Bentgrass non coated	25 lb bag	1			\$312.50					\$412.50
3	TTTTF (85-95%) /KBG(5-15%) mix	50 lb bag	1		\$75.00						\$112.25
4	(70/80%) KBG (30/20%) PRG	50 lb bag	1		\$80.00		\$87.50	\$93.47	\$89.50		\$122.50
5	Regenerated Perennial Ryegrass Certified non coated	50 lb bag	1		\$72.00				\$86.81		\$142.50
6	Regenerating Perennial Ryegrass Certified	50 lb bag	1		\$72.00		\$85.00		\$86.81		\$142.50
7	T-1 Bentgrass	25 lb bag/bucket	1				\$236.99	\$271.75			\$281.25

**Fungicides**

1	Headway G	30 lb bag	1		\$54.71		\$50.00	\$55.98	\$50.17	\$50.50	\$51.60
2	Turficide 10G	50 lb bag	1		\$149.41	\$151.50		\$151.50	\$159.50	\$159.50	\$159.50
3	Affirm	2.4 lb bag	1				\$265.92	\$265.92	\$267.78	\$265.92	\$265.92
4	Chipco 26019	2.5 gal	1		\$172.65		\$167.13	\$187.30		\$163.05	\$180.70
5	Dorado	2 gal	1					\$188.35	\$169.38	\$170.00	\$174.12
6	Insignia Sc Intinsic (AGENCY)	30.5 oz	1		\$575.84		\$575.84	\$575.84	\$575.84	\$575.84	\$575.84
7	Instrata (Volume Order >25 gals) (AGENCY)	2.5 gal	1				\$473.30	\$402.80	\$473.30	\$402.80	\$402.80
8	Turficide 400 PCNB	2.5 gal	1		\$181.71	\$210.15		\$210.15	\$222.19	\$220.65	\$220.65
9	Velista (AGENCY)	22 oz	1				\$288.20	\$288.00	\$288.20	\$288.00	\$288.20
10	Premion	2.5 gal	1					\$240.45	\$272.24	\$270.35	\$270.35
11	Signature XTRA STRESSGUARD (AGENCY)	5.5 lb	1				\$211.88	\$211.88	\$211.88	\$211.88	\$211.88
12	Maxtima (AGENCY)	26 oz	1				\$239.20	\$239.20	\$2,374.00	\$239.20	\$239.20
13	Tekken	2.5 gal	1				\$425.00	\$425.00	\$427.98	\$425.00	\$425.00
14	Navicon (AGENCY)	37 oz	1				\$577.20	\$577.20	\$581.24	\$577.20	\$577.20
15	Secure Action (AGENCY)	0.5 gal	1				\$413.38	\$413.37	\$413.38	\$413.37	\$413.38
16	Segway SC	39.2 oz	1		\$367.47		\$430.00	\$430.00	\$433.01	\$430.00	\$430.00
17	Union SC	2.5 Gal	1					\$702.50	\$702.50	\$702.50	\$702.50
18	Appear II (AGENCY)	2 Gal	1				\$418.92	\$418.91	\$523.65	\$418.91	\$418.92
19	Pedigree SC	2.5 Gal	1				\$875.00	\$875.00	\$875.00	\$875.00	\$875.00
20	Densicor (AGENCY)	51 oz	1				\$744.78	\$744.78	\$744.78	\$744.78	\$744.78
21	Subdue Maxx (AGENCY)	1 Gal	1		\$682.35		\$615.28	\$615.28	\$615.28	\$615.28	\$615.28
22	Posterity XT (AGENCY)	2.5 gal	1				\$644.50	\$644.48	\$644.50	\$644.48	\$644.50
23	Serata (AGENCY)	35 oz	1				\$503.30	\$503.30	\$503.30	\$503.30	\$503.30
24	Ascernity (AGENCY)	1 gal	1				\$500.48	\$500.48	\$500.48	\$500.48	\$500.48

**Generic Fungicides (any brand)**

1	Chlorothalonil	2.5 gal	1		\$79.49	\$58.82	\$65.00	\$59.89	\$90.94	\$59.64	\$62.50	\$68.32
2	Propiconazole 14.3%	2.5 gal	1		\$179.76			\$147.63	\$271.00	\$134.83	\$124.00	\$164.27

3	Iprodione	2.5 gal	1		\$194.85		\$171.00	\$159.88	\$174.82	\$158.19	\$144.25	\$158.82
4	Fluazinam	1 gal	1				\$280.00	\$345.00	\$255.47	\$350.46		\$633.25
5	Tebuconazole	1 gal	1		\$58.18	\$42.06	\$55.00	\$49.02	\$53.45	\$47.70	\$45.00	\$52.50
6	Thiophanate-Methyl	2.5 gal	1		\$143.00		\$107.00	\$103.06	\$144.00	\$311.83	\$91.57	\$108.10
7	Prohexadione calcium 27.5%	1 lb	1				\$67.00					
8	Trinexapac ethyl 11.3%	1 gal	1		\$145.69		\$100.00		\$162.00	\$102.68	\$93.18	\$116.47
9	Ethephon 21.7%	2.5 gal	1		\$115.74	\$89.12	\$73.00	\$72.42	\$99.68	\$82.76		\$81.00
10	Azoxystrobin 50 WDG	1 lb	1		\$111.00			\$85.79				\$369.57

Wetting Agents

1	Aristocracy	2.5 gal	1								\$175.00	
2	Duplex (AGENCY)	20 gal	1				\$860.00					\$762.40
3	Rely III	2.5 Gal	1						\$215.00			
4	Rely III	30 Gal	1						\$1,900.00			
5	Dispatch Injectable	30 Gal	1		\$1,202.00			\$1,300.50		\$1,309.60		\$1,300.50
6	Soaker +	2.5 Gal	1								\$112.50	
7	Soaker +	30 Gal	1								\$1,350.00	
8	Revolution	2.5 gal	1		\$323.00			\$323.00				\$323.00
9	Vivax	20 gal	1				\$1,581.00	\$1,247.83				\$1,400.00

Herbicides

1	Desperado	2.5 gal	1			\$222.94						\$197.12
2	Battleship III	2.5 gal	1								\$187.50	
3	Defender (AGENCY)	32 oz	1					\$203.00	\$203.00	\$204.42	\$203.00	\$203.00
4	Roundup Quick Pro SC Total	2.5 gal	1					\$204.46	\$265.30	\$160.02	\$210.55	\$239.87
5	Dithiopyr 20-25%	2.5 gal	1					\$220.82				\$613.00
6	Pathfinder II	2.5 gal	1							\$150.87	\$151.40	
7	On Deck Icon	2.5 gal	1								\$100.00	
8	Glyphosate 41%	2.5 gal	1					\$40.78	\$51.00	\$41.79	\$41.25	\$36.25
9	Drive XLR8	.5 gal	1			\$53.68		\$50.29	\$54.00	\$50.19	\$49.98	\$52.97
10	Vastlan	2.5 gal	1							\$256.79	\$255.00	\$255.00
11	Quicksilver	8 oz	1			\$188.24		\$119.58	\$189.50	\$174.22	\$179.14	\$200.00
13	Speedzone EW	2.5 gal	1		\$228.00	\$211.76		\$182.50	\$225.00	\$226.58	\$225.00	\$225.00

Other

1	Podium	1 gal	1					\$149.29	\$172.06	\$153.35	\$154.00	\$155.00
2	In-Place	2.5 gal	1									\$155.25
3	Tea Seed Meal	50 lb	1				\$65.00		\$76.20			\$76.20
4	Peaco peat moss hypnum peat	2.0 cbft	1									\$13.88
5	Premier Pro Mix HP w/Mycorrhizae	3.8 cbft	1									\$43.82
6	Premier Pro Mix HP	3.8 cbft	1									\$45.41
7	Bac-Pack, Soil Tech Corp	2.5 gal	1		\$706.27							
8	Anuew	1.5 lb	1					\$118.20	\$118.20	\$119.03	\$118.20	\$118.20

9	Anuew EZ	2.5 gal	1					\$738.00	\$738.00	\$743.17	\$738.00	\$738.00
10	Quanta	2.5 Gal	1								\$125.00	
11	DuraPhite 12	2.5 Gal	1						\$115.00			
12	Flash	2.5 gal	1					\$460.00			\$100.00	
13	Transition HC pigment	1 gal	1					\$194.97			\$195.00	\$218.75

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf		<b>Committee meeting date:</b> 2.11.25
<b>Requester</b>	Mark Poirier		<b>Phone number:</b> 509.625.4653
<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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" 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)	Toro equipment pool purchase from Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. in the amount of \$379,842.58 plus tax		
<b>Begin/end dates</b>	Begins: 02/13/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>City Golf would like to purchase (6) new fully furnished bundled pieces of maintenance equipment. These pieces include (2) Toro tank sprayers and (4) Toro Triflexes. Our existing equipment, that these pieces would replace, are long past expected life, are in constant need of maintenance, and have the ability to impact turf conditions/customer experience if not replaced. Tank sprayers are used to apply both chemical and organic applications for turf health, and the Triflexes are greens mowers that mow our most sacred asset (greens) each and everyday. Toro brand equipment falls under the Omnia State contract, to satisfy procurement needs, and allows us to tap into the best price point available for this equipment. Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. is the sole provider for Toro equipment in this geographic area.</p>			
<b>Motion wording:</b>			
To approve the Toro equipment pool purchase from Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. for the amount of \$379,842.58 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:	Email address:	Phone:	
<b>Distribution:</b>			
Parks – Accounting	Al Vorderbrueggen		
Parks – Sarah Deatrich	Garett Jones		
Requester: Mark Poirier			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
\$414,028.41	4600-55100-94000-56401-99999		
<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: 603-059-455    Business license expiration date: 11/30/25	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



Pacific Northwest Division  
 PO Box 748728  
 Los Angeles, CA, 90074-8728  
 Phone: 800-585-8001

# QUOTE

**Quote Nbr.:** Q006560  
**Order Date:** 1/28/2025  
**Valid Until:**  
**Sales Person:** Kelly Bowen  
**Customer ID:** 03544  
**Reference:**  
**Payment Terms:**  
**For:** Poirier, Mark

Notes: Pricing on the OMNIA contract #2023261  
 City of Spokane Parks Member #1140978

FOR:	SHIP TO:	BILL TO:
City of Spokane Park & Rec W 808 Spokane Falls Blvd 5th Floor Municipal Bldg Spokane WA 99201 United States of America	City of Spokane Park & Rec W 808 Spokane Falls Blvd 5th Floor Municipal Bldg Spokane WA 99201 United States of America	City of Spokane Park & Rec W 808 Spokane Falls Blvd 5th Floor Municipal Bldg Spokane WA 99201 United States of America

NO.	ITEM	QTY.	UOM	PRICE	SALES TOTAL
1	41394: Multi Pro 5800Gwith Excelarate	1.0000	EA	65,466.1800	65,466.18
2	41614: 30 Gallon Fresh Water Rinse Kit	1.0000	EA	1,876.6800	1,876.68
3	41622: Chemical Pre-Mix KitMP5800 KZ Valve	1.0000	EA	3,270.5400	3,270.54
4	136-0458: FINISH KIT - FOAM MARKER, MP5800 (Supersedes 130-8292)	1.0000	EA	529.0896	529.09
5	41249: Foam Marker KitMulti Pro Sprayer	1.0000	EA	2,506.9200	2,506.92
6	41219: Ultra Sonic Boom IIMulti Pro Sprayers	1.0000	EA	3,838.3800	3,838.38
7	130-8229: MP5800 SONIC BOOM KIT	1.0000	EA	642.1974	642.20
8	FSD1: Setup MP5800	1.0000	EA	1,400.0000	1,400.00
9	41188: Multi Pro 1750	1.0000	EA	44,015.4000	44,015.40
10	41249: Foam Marker KitMulti Pro Sprayer	1.0000	EA	2,506.9200	2,506.92
11	136-0457: FINISH KIT - FOAM MARKER, MP1750 (Supersedes 125-8120)	1.0000	EA	593.2446	593.24
12	FSD1: Setup MP1750	1.0000	EA	840.0000	840.00
13	04530: Greenmaster 3320 TriflexHybrid-Gas 21HP	4.0000	EA	39,289.3800	157,157.52
14	04714: 3WD Kit-Triflex	4.0000	EA	3,273.6600	13,094.64
15	04554: LED Light KitRiding Greensmower	4.0000	EA	702.0000	2,808.00
16	04655: DPA 14bld C/U TriFlex	12.0000	EA	3,385.9800	40,631.76
17	04255: Front Narrow WiehleRoller .200 Spacing (Supersedes 115-7360, 107-9037,104-9795,106-6944,106-2628)	12.0000	EA	367.3800	4,408.56
18	04655: DPA 14bld C/U TriFlex	8.0000	EA	3,385.9800	27,087.84
19	04255: Front Narrow WiehleRoller .200 Spacing (Supersedes 115-7360, 107-9037,104-9795,106-6944,106-2628)	8.0000	EA	367.3800	2,939.04
20	04655: DPA 14bld C/U TriFlex	4.0000	EA	0.0000	0.00
21	117-6774-03: WEIGHT-ELECTRIC	2.0000	EA	0.0000	0.00
22	04255: Front Narrow WiehleRoller .200 Spacing (Supersedes 115-7360, 107-9037,104-9795,106-6944,106-2628)	4.0000	EA	0.0000	0.00
23	117-6774-03: WEIGHT-ELECTRIC	2.0000	EA	89.6844	179.37
24	322-13: SCREW-HH (Supersedes 01-178-0522)	24.0000	EA	2.0124	48.30
25	FSD1: Setup GR3320	1.0000	EA	4,002.0000	4,002.00

Signature:

**Quote Total:** 379,842.58  
**Tax Total:** 34,185.83  
**Total (USD):** 414,028.41



# QUOTE

Quote Nbr.:

Q006560

## **Standard Terms and Conditions:**

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at the time of shipment. Delivery is FOB point of origina unless otherwise stated.

## **Office Locations:**

### **Northern California:**

3928 N. Blattela Lane  
Fresno, CA 93727

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742

### **Southern California:**

79-893 Country Club Drive  
Bermuda Dunes, CA 92203

955 Beacon Street  
Brea, CA 92821

2255 Meyers Avenue  
Escondido, CA 92029

### **Pacific Northwest:**

1750 Industrial Dr. NE  
Salem, OR 97301

5869 South 194th  
Kent, WA 98032

2824 East Garland  
Spokane, WA 99207

**(800) 585-8001**



### **WARNING:**

Cancer and Reproductive Harm - <http://www.P65Warnings.ca.gov>  
For more information, please visit <https://www.ttcocaprop65.com>

### **CALIFORNIA SPARK ARRESTER WARNING:**

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation  
A spark arrestor may be required.  
The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements



< Business Lookup

**License Information:**

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**Entity name:** WESTERN EQUIPMENT DISTRIBUTORS, INC.

**Business name:** TURF STAR WESTERN

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-059-455

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 5869 S 194TH ST  
STE 102  
KENT WA 98032-2142

**Mailing address:** 955 BEACON ST  
# BREA  
BREA CA 92821-2925

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Asotin County General Business - Non-Resident</a>				Active	Nov-30-2025	Nov-20-2023
<a href="#">Bainbridge Island General Business - Non-Resident</a>				Active	Nov-30-2025	Nov-20-2023
<a href="#">Burien General Business - Non-Resident</a>				Active	Nov-30-2025	Nov-28-2023
<a href="#">Federal Way General Business - Non-Resident</a>				Active	Nov-30-2025	Nov-20-2023
<a href="#">Lynnwood General Business - Non-Resident</a>				Active	Nov-30-2025	Nov-20-2023
<a href="#">Motor Vehicle Dealer</a>	15467		<a href="#">View Plates</a>	Active	Mar-31-2025	Mar-27-2024
<a href="#">Spokane General Business - Non-Resident</a>	T12111866BUS			Active	Nov-30-2025	Oct-15-2012

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
GUERRA, JOSEPH	





## Registered Trade Names

Registered trade names	Status	First issued
WESTERN EQUIPMENT	Active	Nov-01-2010
WESTERN EQUIPMENT DISTRIBUTORS INC	Active	Nov-01-2010

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b>	
<b>Requester</b>	Josh Oakes		<b>Phone number:</b>		
<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 K: Maintain and Care	<b>Master Plan Priority Tier:</b>	1 (pg. 171-175)		
<b>Item title:</b> (Use exact language noted on the agenda)	SCP Distributors, LLC / Three-Year Aquatics Chemical Value Blanket / \$167,904 annually, plus tax and delivery fee not to exceed \$180,000				
<b>Begin/end dates</b>	Begins: 04/01/2025	Ends: 03/31/2028	<input type="checkbox"/> 06/01/2525		
<b>Background/history:</b>	Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2024 and bid responses were collected for the 2025 season. There was one bid response. If approved, the City would purchase chemical supplies from SCP Distributors, LLC. for the amount of \$167,904 annually, plus tax and delivery fee not to exceed \$180,000 for 3 years with the option to renew for an additional 2 years.				
<b>Motion wording:</b>	Move to approve a three-year Aquatics Chemical Value Blanket with SCP Distributors, LLC. for the amount of \$167,904 annually, plus tax and delivery fee not to exceed \$180,000.				
<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>	Jennifer Papich				
Parks – Accounting	Garrett Jones				
Parks – Sarah Deatrich	Thea Prince				
Requester: Josh Oakes					
Grant Management Department/Name:					
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue					
Amount:	Budget code:				
NTE \$180,000	1400-54150-76902-53203				
<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: 602-091-347 Business license expiration date: 1/31/26	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

## Bid Response Summary

**Bid Number** RFQ 6274-24  
**Bid Title** Swimming Pool Chemicals  
**Due Date** Thursday, November 21, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** melissa.georgesesen@poolcorp.com  
**Submitted By** melissa.georgesesen@poolcorp.com melissa.georgesesen@poolcorp.com - Thursday, November 21, 2024 2:05:59 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 melissa.georgesesen@poolcorp.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Contact Information			
	#1	List Company Name & Address and Name of person submitting this bid response, including e-mail address and telephone number	SCP Distributors, LLC dba Lincoln Aquatics 1848 Arnold Industrial Pl Concord, CA 94520-5319 poolcorpcommercial@poolcorp.com 985-801-5239
	#2	How many Addenda do you acknowledge receipt of?	0
Delivery			
	1.	Delivery is required within 24-48 hours of order or as set up between Vendor and City of Spokane Parks and Recreation Staff.	I acknowledge
	2.	These items will be purchased on an "As Needed" basis by the Parks & Recreation Department	I Acknowledge

<p>#3</p>	<p>Vendors must have a vehicle that is able to make bulk delivery of all bulk and miscellaneous chemicals to the pump rooms of the following five (5) swimming pools. It is suggested that vendors send out their delivery trucks to the various locations to verify that delivery can be made. Cannon - 1900 W Mission (Maxwell &amp; Elm); Hillyard - 2600 E. Columbia (Columbia &amp; Market); Liberty - 1300 E 5th (5th &amp; Pittsburg); Shadle - 2005 W. Wellesley (Wellesley &amp; Belt); Witter - 1300 E. Mission (Mission &amp; Upriver Drive)</p>	<p>I acknowledge</p>
<p>#4</p>	<p>If you are charging a delivery fee... please indicate how it is going to be calculated or charged. Per stop or ?? If you do not charge delivery fees - please just indicate n/a.</p>	<p>Per site/stop</p>

#4	<p>Vendor will deliver product to the Comstock Pool – 800 W. 29th (29th &amp; Howard) as follows: Sodium Hypochlorite &amp; Muratic Acid 55 gallon barrels will be delivered on-site on a set weekday (Mon-Fri) to be determined with vendor. Delivery must take place between 6:30 am – 8:30 am Up to six (6) barrels of Sodium Hypochlorite will need to be delivered at a time Up to three (3) barrels of Muratic Acid will need to be delivered at a time. The delivery truck will need to park on the street adjacent to the bath house at Comstock Pool. Barrels will need to be moved with a barrel jack from the delivery truck around the pool on the sidewalk to the pump room. Product will be immediately pumped by Spokane Parks &amp; Recreation Department staff into on-site bulk tanks. Vendor will need to pick up empty barrels at location within one (1) hour of them becoming pumped into the bulk tanks.</p>	I acknowledge
#5	The first deliveries will need to take place in mid April, 2025	I acknowledge
Term of Value Blanket Order		
#1	The Value Blanket Order resulting from this Request for Quote will be for a five (5) year term. Pricing must remain firm for the first year but may be changed, with sufficient justification at the anniversary date.	I acknowledge
Special Instructions		
#1	All chemicals furnished will be suitable for use in swimming pools	I acknowledge
#2	All chemicals delivered will include Safety Data Sheets (SDS).	I acknowledge

#3	Bulk delivery will be made through safe and consistent practices that meet industry, state and federal safety standards. Delivery shall be completed by 9am by the contracted vendor. It is the intention of the City of Spokane that the vendor handles all hoses and chemicals in the delivery and shall only need limited assistance; such as unlocking doors. All chemical lines and hoses shall be free of product at the conclusion of delivery to ensure safety.	I acknowledge
Payment Terms		
1.	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Acknowledge
Sales Tax		
1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.	I Acknowledge
Additional Items		

1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration		
1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I Acknowledge
2.	Suppliers Business Registration No.	602374701
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge

3.	The supplier must be able to service any items purchased by the City. The supplier, therefore, must comply with one of the following: A. Be an authorized factory dealer for the area including the City of Spokane. B. provide satisfactory proof by the manufacturer that service will be guaranteed. C. Submit a 100% Performance Bond for the life of the equipment.	I Acknowledge
4.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I Acknowledge
5.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I Acknowledge
6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
7.	Supplier ( ___ IS) ( ___ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not



8.	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
9.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I Acknowledge
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I Acknowledge
11.	If the product differs from the provisions contained herein, these differences must be explained in detail.	n/a
12.	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I Acknowledge

13.	<p>Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.</p>	I Acknowledge
14.	<p>Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I Acknowledge
15.	<p>Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.</p>	I Acknowledge

16.

Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

I understand and I agree

17.	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I understand and I agree
Polychlorinated Biphenyls (PCBs)		
2.	If so, were PCBs found at a measureable level?	Don't Know
3.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
4.	If so, attach the results or note from whom the results can be obtained.	
5.	Do you have reason to believe the product contains measureable levels of PCBs?	No
6.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Evaluation of Quotes		

1.	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I Acknowledge
----	--	---------------

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product								
	#1	CALHYPO 100 LB BUCKETS (NO 50 LB BUCKETS)	Base	Buckets	5.00	\$338.61	\$1,693.05	AWC-50-5100
	#2	SODIUM THIOSULFATE 50 LB BAGS	Base	Bags	20.00	\$63.87	\$1,277.40	AAA-50-8625
	#3	MURATIC ACID 4 GAL BOTTLES/BOX	Base	BOX	20.00	\$37.93	\$758.60	HAS-50-115

#4	SODIUM BICARBONATE 50 LB BAGS	Base	BAG	300.00	\$24.04	\$7,212.00	AAA-50- 8604
#5	SODIUM HYPOCHLORITE 12.5% - 40% 55 GAL	Base	BARRELS	50.00	\$56.03	\$2,801.50	AAA-50- 8614
#6	MURATIC ACID 55 GAL	Base	BARRELS	20.00	\$246.43	\$4,928.60	AAA-50- 1846
#7	CALCIUM CHLORIDE 50 LB BAGS	Base	BAGS	96.00	\$22.86	\$2,194.56	AAA-50- 8650
#8	CYANURIC ACID 50 LB BAGS	Base	BAGS	18.00	\$102.91	\$1,852.38	AAA-50- 8642
#9 BULK DELIVERY	SODIUM HYPOCHLORITE - 12/5%	Base	GALLONS	17,000.00	\$6.44	\$109,480.00	330 GAL TOTE
#10 BULK DELIVERY	HYDROCHLORIC ACID - 15%	Base	GALLONS	8,000.00	\$4.46	\$35,680.00	330 GAL TOTE
#11	Delivery Fee - if any	Base	ea	1.00	\$25.00	\$25.00	HAZMAT FEE PER TOTE
<b>Total Base Bid</b>	<b>\$167,903.09</b>						



< Business Lookup

**License Information:**

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

**Entity name:** SCP DISTRIBUTORS LLC

**Business name:** SCP DISTRIBUTORS LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 602-091-347

**Business ID:** 001

**Location ID:** 0005

**Location:** Active

**Location address:** 2651 E FERRY AVE  
SPOKANE WA 99202-3816

**Mailing address:** 109 NORTHPARK BLVD  
COVINGTON LA 70433-5005

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business</a>				Active	Jan-31-2026	Jun-22-2021

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
ARVAN, PETER	
CANADAY, TOMMY	
DOWDY, GARY	
FRANTZ, SCOTTY	
HART, MELANIE	
LARGE, KENDALL	
MARSHALL, TODD	
MIHALY, IKE	
NEFF, KRISTOPHER	
NEIL, JENNIFER M	



---

**Owners and officers****Title**

---

ST ROMAIN, KENNETH

WILLEMS, LUTHER

WILLIAMS, DONNA

---

**Registered Trade Names**

---

**Registered trade names****Status****First issued**

---

COMMERCIAL POOL SOLUTIONS

Active

Dec-11-2006

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance	<b>Committee meeting date:</b> February 11, 2025	
<b>Requester</b>	Fianna Dickson	<b>Phone number:</b> X6297	
<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 type="radio"/> New <input checked="" 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 #)	OPR-2021-0398		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal H., Objective 2	<b>Master Plan Priority Tier:</b>	First (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	DH contract renewal (\$112,000, tax inclusive)		
<b>Begin/end dates</b>	Begins: 05/14/2025	Ends: 05/13/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In 2021, DH was awarded a 3-year contract for marketing, communication, and advertising services through a request for proposals. The contract allows for 2 1-year renewal options. This would be the second renewal.			
<b>Motion wording:</b> Move to approve a one-year renewal of the contract with DH, to extend to May 13, 2026, in the amount of \$112,000, tax inclusive.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Desautel Hege Name: Christine Varela                      Email address: christinev@wearedh.com                      Phone:			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Fianna Dickson Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: \$67,000/year    1400-30210-76120-54451 \$45,000/year    4600-30210-76611-54451			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input 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 checked="" type="checkbox"/> UBI: 601-980-540    Business license expiration date: 9/30/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane Parks  
And Recreation Department**

**CONTRACT RENEWAL  
2 of 2**

**Title: PARKS AND RECREATION MARKETING,  
COMMUNICATION, & ADVERTISING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide non-exclusive Marketing, Communication and Advertising Services to the City of Spokane Parks and Recreation Department; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 20, 2021 and May 27, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on May 14, 2025 and shall run through May 13, 2026.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$112,000.00)**, including applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

**DESAUTEL HEGE**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

23-247

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

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

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

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

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



< Business Lookup

**License Information:**

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

**Entity name:** DESAUTEL HEGE, INC.

**Business name:** DESAUTEL HEGE

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-980-540

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 313 W RIVERSIDE AVE  
SPOKANE WA 99201-0209

**Mailing address:** 313 W RIVERSIDE AVE  
SPOKANE WA 99201-0209

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Mercer Island General Business - Non-Resident</a>	240084			Active	Sep-30-2025	Jan-18-2024
<a href="#">Spokane General Business</a>	T11099729BUS			Active	Sep-30-2025	Oct-15-2012

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
ARCHER, NICOLAS	
HEGE, MICHELLE	
JOHNSTON, SARA	
MYLROIE, ANDREI	
VARELA, CHRISTINE	

**Registered Trade Names**

Registered trade names	Status	First issued
DESAUTEL HEGE	Active	Dec-18-2024
DESAUTEL HEGE COMMUNICATIONS	Active	Dec-15-1999



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**Registered trade names**

**Status**

**First issued**

---

DH

Active

Jun-08-2017

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The Business Lookup information is updated nightly. Search date and time: 2/5/2025 12:45:14 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Curtis Luken

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<b><u>SECTION</u></b>	<b><u>SUBJECT</u></b>
<b>A.</b>	Supplementary Payments Bail Bonds Loss Of Earnings
<b>B.</b>	Broadened Coverage For Damage To Premises Rented To You
<b>C.</b>	Incidental Medical Malpractice Injury
<b>D.</b>	Mobile Equipment
<b>E.</b>	Blanket Additional Insured (Owners, Contractors Or Lessors)
<b>F.</b>	Newly Formed Or Acquired Organizations
<b>G.</b>	Aggregate Limits
<b>H.</b>	Duties In The Event Of Occurrence, Offense, Claim Or Suit
<b>I.</b>	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

**Section II – Liability** is amended as follows:

**A. Supplementary Payments**

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.



## **B. Broadened Coverage For Damage To Premises Rented To You**

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

## **C. Incidental Medical Malpractice Injury**

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

- (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

## **D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

## **E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and

- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:
  - a. The person or organization is only an additional insured with respect to liability arising out of:
    - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
    - (2) Caused in whole or in part by your ongoing operations performed for that insured.
  - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
  - c. The insurance afforded to the additional insured does not apply to:
    - (1) Liability arising out of the sole negligence of the additional insured;
    - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      - (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      - (b) Supervisory, inspection, architectural or engineering activities.
    - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
    - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

#### **F. Newly Formed Or Acquired Organizations**

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section **A.1. Business Liability** does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **G. Aggregate Limits**

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

#### **I. Section F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:
  3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
2. Paragraph **F.9.** is replaced by the following:
  9. "Insured contract" means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
    - b. A sidetrack agreement;
    - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
    - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

## Spokane Youth & Senior Centers Association

### 2024 Q4 CENTER RECREATION PARTICIPATION TOTALS

	OCTOBER	NOVEMBER	DECEMBER	Q4
Hillyard	2,096	1,254	1,313	4,663
Sinto	1,392	955	1,005	3,352
Corbin	3,094	2,445	2,005	8,064
Southside	2,601	1,810	2,525	5,912
Southwest	127			127
MLK	1,581	1,298	1,177	4,056
NEYC	2,107	1,505	1,424	5,036
WCCC	2,753	1,898	2,275	6,926
Project Joy	673	677	1,179	2,529
Mid City	1,337	1,338	1,258	3,933
	<b>Q4 PARTICIPANT TOTALS</b>			<b>44,598</b>

# 2024 Q4 SYSCA Center Volunteer Numbers/Hours

	Oct.		Nov.		Dec.		Q4 Totals	
<b>Hillyard</b>	171	378 hrs.	146	354 hrs.	166	335 hrs.	483	1,067 hrs.
<b>Sinto</b>	179	457 hrs.	117	424 hrs.	115	331 hrs.	411	1,212 hrs.
<b>Corbin</b>	325	1,509 hrs.	316	1,378 hrs.	295	1,445 hrs.	936	4,332 hrs.
<b>Southside</b>	531	2,125 hrs.	429	1,716 hrs.	324	1,248 hrs.	1,284	5,089 hrs.
<b>Southwest</b>	26	79 hrs.					26	79 hrs.
<b>MLK</b>	25	57 hrs.					45	144 hrs.
<b>NEYC</b>	0	0	0	0	0	0	0	0
<b>WCCC</b>	25	50 hrs.	0	0	3	25 hrs.	28	75 hrs.
<b>Project Joy</b>	75	1,464 hrs.	75	170 hrs.	171	960 hrs.	416	3,762 hrs.
<b>Mid City</b>	54	191 hrs.	45	45 hrs.	46	155 hrs.	145	502 hrs.
<b>Equivalent to \$264,745 in min. wage</b>			<b>Q4 Total Volunteers</b>				<b>3,774</b>	
			<b>Q4 Total Hours</b>				<b>16,262</b>	

# Corbin Senior Center

Executive Director: Claudia Ouwerkerk

## SYSCA

Spokane Youth & Senior Centers Association

### NEW PROGRAMS:

- Brightstar Care Spokane – New Foot Care Program
  - Time of Your Life Media – Legacy Video & Photo Restoration
  - Tuesday Afternoon Dance
  - Podcasts beginning January 2025
  - Income Tax Filing Assistance
- 
- 35+ Community Partners
  - 80 Tours since January
  - Over 9,300 Meals served
  - Received Additional grants from Community Foundations
  - Boutique Remodel – Funded by STCU, Innovia, Rotary 21, Smith & Barbieri and Several Private Donors



**CORBIN**  
SENIOR ACTIVITY CENTER

# SYSCA

Spokane Youth & Senior Centers Association

## Hillyard Senior Center

Executive Director: Tony Cane



Quarter 4 was full of excitement, with a **great trip to Walla Walla**, a festive holiday photo shoot, and special events like our Halloween party, where we wrapped two seniors in toilet paper for a contest.

- Our **Silver Striders Walking Group** continued exploring new Spokane locations each week, keeping members active and engaged.
- We also navigated **rising operational costs**, leading to the introduction of a **membership increase and referral program** to support future sustainability.
- Looking ahead, we are preparing for **our 2025 Silent Auction, expanded programming, and new member orientation.**





# MLK Center

Executive Director: Freda Gandy

## SYSCA

Spokane Youth & Senior Centers Association



WSU nursing students visit the MLK Center to conduct blood pressure checks, give flu and COVID shots, and answer any questions the seniors may have regarding their health.



# SYSCA

Spokane Youth & Senior Centers Association

## Northeast Youth Center

Executive Director: Sheila Geraghty



Northeast Youth Center started the 4th quarter of 2024 with 71 students in before and after-school care.

- In October, the kids visited a pumpkin patch, and on Veteran's Day, they sang carols at the Veterans Home.
- For Thanksgiving, we provided 28 families with turkey baskets.
- In December, we adopted 12 families through Jubilant Holister Stier, with each child receiving a wrapped gift from Jackson Street Bar & Grill and families getting hams for Christmas.
- Coats for Kids donated coats for all 120 students, and Mr. & Mrs. Santa visited. The kids had a fantastic holiday season!

# Mid City Concerns

Executive Director: Owen Esparas

# SYSCA

Spokane Youth & Senior Centers Association

Birthday Partys at Mid-City



Veterans Day



Haircuts



Christmas Party

Friendsgiving



Monster Mash



# SYSCA

Spokane Youth & Senior Centers Association

## Project Joy

Executive Director: Harlan Henderson



Les Femmes



Senior Serenaders



Skylarks



Larry Jones

- During the 4th quarter, Project Joy continued to provide entertainment to the care and retirement community.
- This quarter the performances included Veteran's Day and Holiday programs. Our entertainers really enjoyed supporting our Veterans and spreading Holiday Cheer to the many people they entertained.
- Project Joy provided 84 performances during the 4<sup>th</sup> quarter.
- Some of our performers who provided entertainment this quarter are pictured here.
- We continue to receive feedback from the care and retirement community about the positive impact our entertainers have on their residents

# Sinto Senior Center

Executive Director: Donna Holten



- In the 4th Quarter, Sinto members enjoyed several outings, including two visits to Cedar's Floating Restaurant and the Davenport Christmas Tree Elegance event.
- We hosted our annual Craft Fair in October, raising over \$1,000 for the Center.
- A free Veterans Day lunch brought together over 50 members, fostering connections and camaraderie.
- We also celebrated Thanksgiving with a potluck.
- 30 members gathered with soup to ring in the new year, enjoying a performance from the Silver Spurs Youth Folk dancers.

# SYSCA

Spokane Youth & Senior Centers Association

# West Central Community Center

Executive Director: Kim Ferraro



During the last quarter of 2024, WCCC served 71 kids in our Youth Development program.

- Thanksgiving Break, 40 kids went to Garland Theater to watch Frozen 2 and 24 kids went to the trampoline park.
- Winter Break, 28 kids went ice skating at Eagles Ice Arena, 28 kids went skating at Pattison's North roller rink, and 22 kids went rock climbing at Bloc Yard.

It was a wonderful time for all the children and staff!

# SYSCA

Spokane Youth & Senior Centers Association

# Southside Community Center

Executive Director: Steve Yunk



**SYSCA**

Spokane Youth & Senior Centers Association

**Thank you, Park Board  
For your Continued Support**



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Park Board		<b>Committee meeting date:</b> Feb. 13, 2025
<b>Requester</b>	Fianna Dickson		<b>Phone number:</b> 6297
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input checked="" type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" 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 adopted plan)	Goal B, Obj 2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	2024 communications recap		
<b>Begin/end dates</b>	Begins:	Ends:	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Our annual recap of 2024 communications work for our division			
<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 Deatrich Requester: Fianna Dickson Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: N/A		Budget code: N/A	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input 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"/> ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
<input type="checkbox"/> UBI:	Business license expiration date:		

# 2024 Communications Report

February 2025



# Our Team

Fianna Dickson  
Parks & Recreation  
Communication Manager



Josh Morrisey  
Parks & Recreation  
Marketing Coordinator



DH, agency



Amy Lindsey  
Riverfront  
Programming &  
Marketing Manager



Regan Farmer  
Riverfront Marketing  
Coordinator



City Communication Team

# Our Purpose



**Growth:** increase revenue, utilization, and registrations in alignment with departments' goals for growth



**Informed Community/Engagement:** help ensure our community feels well informed about projects that impact them, and opportunities available through their tax dollars



**Trust:** continue to build community trust, pride, and affinity for Parks & Recreation as excellent stewards of taxpayer dollars



**Partnerships:** grow partnerships and sponsorships to cross-promote programs and spaces

# Print & Digital Ads, Site Signs

**FOUR CITY COURSES WITHIN 10 MINUTES OF DOWNTOWN!**

**INDIAN CANYON**  
Scenic vistas of downtown, rise above the stress and rise to the challenge of this historic course.

**DOWNRIVER**  
A 180 year favorite, just down the river, just far enough away from everything else.

**ESMERALDA**  
Where the obsession starts, open spaces and flat fairways for all skill levels. Warm up your swing here.

**THE CREEK AT QUALCHAN**  
A grand challenge, modern layout style golf course into downtown, into a beauty with panoramic views.

VISIT [SPOKANE.GOLF.ORG](http://SPOKANE.GOLF.ORG) TO BOOK YOUR ONLINE TEE TIME OR CALL MYSPokane AT (509) 755-2443

**Spokane starts here**

Riverfront is the height of the urban experience—a place to explore scenic green spaces surrounded by the best dining, shopping, and entertainment in the region.

Whirl around on a historic carousel. Skate at the Ribbon and soar on the SkySlide. Explore miles of trails. Take a shoreline stroll on the boardwalk. Step into a world of waterfalls.

These and other attractions await at the roaring heart of Spokane.

[RiverfrontSpokane.org](http://RiverfrontSpokane.org)  
Call 509.425.6600

**GET MORE ROUNDS IN** Choose from four beautiful Spokane City courses just 10 minutes from downtown. Book your tee time now!  
Call 311 or 509.755.2443 [SPOKANE.GOLF.ORG](http://SPOKANE.GOLF.ORG)

**Indian Canyon Golf Course**  
The City of Spokane's 1st Golf Course

**Downriver Golf Course**  
A grand challenge, modern layout style golf course into downtown, into a beauty with panoramic views.

**Qualchan Golf Course**  
A grand challenge, modern layout style golf course into downtown, into a beauty with panoramic views.

**Esmeralda Golf Course**  
Where the obsession starts, open spaces and flat fairways for all skill levels. Warm up your swing here.

**SATURDAY, OCTOBER 5**

**WSECU Fall Fest**

AT RIVERFRONT PARK & RIVER PARK SQUARE MALL

**FEATURED ACTIVITIES**

- VENDOR MARKET
- ARTIST FAIR
- PUMPKIN PATCH
- FALL PHOTO STATION
- FREE HORSE & CARRIAGE RIDES
- BEER GARDEN & MORE!

SPONSORED BY **WSECU** IN PARTNERSHIP BY **Spokane Falls Community College** **Spokane Public Library** **Spokane Valley Chamber of Commerce**

[WWW.WSECUFALLFEST.ORG](http://WWW.WSECUFALLFEST.ORG)

**PRIVATE GROUP TOURS**

Book a private snowshoe or cross country ski tour through City of Spokane Parks & Recreation!

Call 509.363.5414 or email [afuzak@spokanecity.org](mailto:afuzak@spokanecity.org)

- Spokane Visitor Guide
- Inlander Annual Manual
- Inlander Winter Gift Guide
- NW Golf Maps
- “We’re hiring” banners in parks
- Event banners in Riverfront
- Activity Guide ads
- Riverfront Digital Sign
- Visit Spokane Promotional Partnership



**winter ACTIVITY guide**

City of Spokane **PARKS & RECREATION**

AVAILABLE AT GROCERY STORES, PUBLIC LIBRARIES, OR [SPOKANEREC.ORG](http://SPOKANEREC.ORG)

**GOLF 4-PACK** One round at each course in 2025 **\$169** (\$39 savings) Makes a great gift!

**Indian Canyon Golf Course** **Downriver Golf Course** **Qualchan Golf Course** **Esmeralda Golf Course** [SpokaneGolf.org](http://SpokaneGolf.org)

**GIFT CARDS AVAILABLE!**



**NUMERICA SKATE RIBBON**

**NOW OPEN!**

Adult: \$9.95  
Youth (ages 3-12): \$6.95  
Skate Rental: \$6.95

[riverfrontspokane.org](http://riverfrontspokane.org)

# Direct Mail & Distributions

- Utility Bill inserts sent in April and July, promoting Recreation and Riverfront activities to 85,000 homes
- Riverfront summer post card to 16,300 households in April and June highlighting spring and summer events, attraction specials and activities
- Activity Guide
  - 46,000 copies through 28 grocery and convenience stores, plus libraries and community centers
  - 53,000 copies through direct mail



# Earned Media Highlights

## Recreation & Golf:

- Groomed trails
- Outdoor trips
- Skateboard lessons
- Summer Adventure Camp
- Summer camp scholarships
- Aquatics season, dog dips
- TRS Sensory Sensitivity Swim
- Summer employment
- Picklefest
- Indian Canyon bunkers
- Junior golf lessons

## Planning:

- South suspension bridge opening
- Palisades improvements
- Corbin Park Sport Court opening
- Downriver Put-In and Whitewater disc golf course opening
- High Bridge Dog Parks soft opening

## Riverfront:

- Skate ribbon
- Peddle carts
- Concerts
- Tree lighting and market
- Easter egg hunt
- Mother's Day special
- Riverfront Moves & Riverfront Eats
- Community engagement programs
- Park Rangers
- Expo 50th programming and merch

## Natural Resources, Operations:

- Tree Equity Spokane grant
- SpoCanopy Expo plantings
- Playground repairs
- Arbor Day
- Duncan Gardens planting
- Manito Holiday Lights

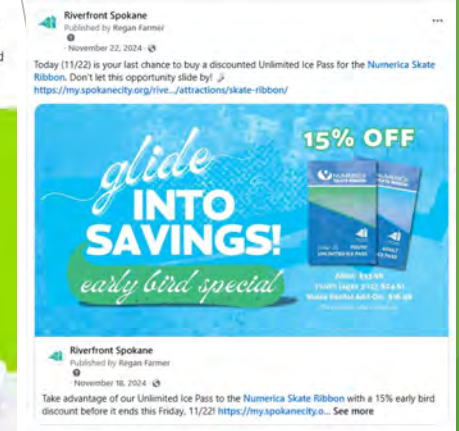
## Total Reach

- Est. 780M impressions in print, broadcast, & radio



# Social Media

- **145,465** followers across all social platforms
  - 18.3% increase from 2023
- **53,506** clicks to learn more/purchase/register
  - 16% increase from 2023
- **100,759** likes, comments, shares, and saves
- **2.6M+** people reached
  - 4.5% increase from 2023





# Website



## Web page visits

Golf tee times  
197,700 views (90%  
increase)

Numerica SkyRide  
75,700 views

Riverfront Visitor  
Info 75,516 views



## Recreation activity guide

25,430 landing page  
views

23,500 guide views

Average e-read time  
of 6minutes



## Most popular blogs

Manito Holiday  
Lights

What should we do  
with the willow?

Why do leaves  
change colors?



## Most popular news releases

High Bridge Dog Park  
Renovation Begins

Riverfront's  
Numerica Tree  
Lighting and Winter  
Market

South Suspension  
Pedestrian Bridge  
Re-Opens



## Launched new Tree Equity Spokane and Levy website

# Digital marketing

## Emails

- Our database (62,000+ contacts)
  - Average open rate 40.3% (national average 21%)
  - Average click-thru rate 2.7% (national average 1.8%)
- Club Prophet (28,000+)
- City-wide e-newsletter (77,000+ contacts)
  - Average open rate 38%
  - Average click-thru rate 2%
  - Employee update – 2,000+
- School District #81 families (33,000 students' families)
  - Average open rate 65% (75% increase)
  - Average click-thru rate .74% (87% increase)

## Google search buy

### Riverfront, Recreation, and Golf

- 148,500 impressions
- Average click-thru rate of 36% (national average 6.4%)

### Employee Update

Mayor Lisa Brown <mayor@spokanecity.org>  
To: Lindsey, Amy

Reply Reply All Forward

Tue 6/25/2024 3:00 PM

If there are problems with how this message is displayed, click here to view it in a web browser.

**Expo '74 Historic Timeline Outdoor Exhibit**  
Step into a life-size journey through history at the Expo '74 Historic Timeline Outdoor Exhibit. This open-air exhibit invites history buffs, environmental advocates, and curious minds to explore the pivotal moments that shaped EXPO '74 and its legacy in environmental consciousness. Beautifully presented on an expansive outdoor timeline, each stop represents a leap in the time capsule. [Click here](#) to learn more.

**ICCU Summer Carnival**  
Celebrate the spirit of Independence Day at the ICCU Summer Carnival at Riverfront Park. Enjoy fun games, exciting rides, and delicious carnival treats like corn dogs and elephant ears. Celebrate Independence Day with us during a thrilling five-day event featuring classic rides, carnival favorites, and games. The ICCU Summer Carnival is July 3 - 7; [click here](#) for more information.

**Volunteer Opportunities**

**Veterans' Advisory Board Looking For Applications**  
The Spokane County Veterans' Advisory Board (VAB) is looking for applicants! Board members serve two-year terms and service on the board is voluntary. All members of the VAB must be current residents of Spokane County and must be honorable discharged veterans of the U.S. military. VAB currently has six vacancies. If you are interested in volunteering visit the [Spokane County website](#).

Ad · my.spokanecity.org/

**Spokane Parks & Recreation | Outdoor family fun | Classes, camps and sports**

Enjoy outdoor family activities. Explore Spokane's hiking trails, lakes and rivers. Guided hikes. Kayaking and Standup Paddleboard lessons and guided tours.

# TV & Streaming

## Cable 5

- Short news-style stories and promotional content

## Riverfront KHQ

- *This Week in Riverfront* :30 segment | Wednesdays, 5pm (April – December)
- 1.4M impressions (about 35,000 people per week)
- Reached 50% of the 18+ demographic with 36 spots

## Recreation

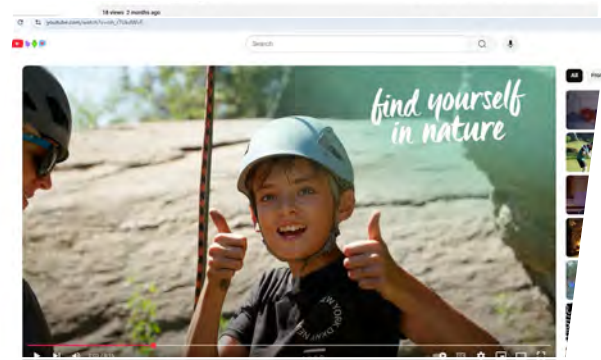
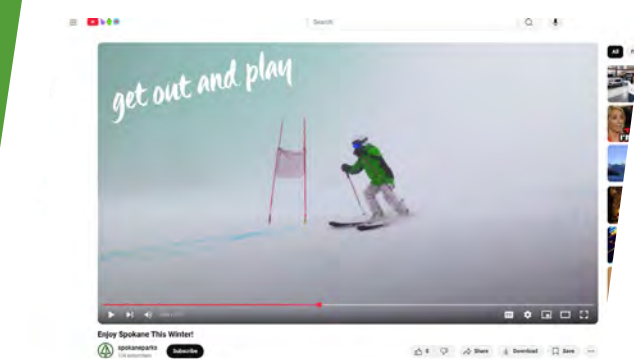
### Streaming/YouTube

- Summer 474,000 impressions, 1,000 clicks to learn more/register
- Winter 662,000 impressions, 950 clicks to learn more/register
- 1.1M impressions

## Golf

- Cable & Broadcast TV targeting Eastern WA, North ID, Western MT, & Southern Canada - 33 spots during high viewing & golf programs, with 300,000 impressions
- Streaming & YouTube – 1M impressions

Nearly 4M TV and streaming impressions



# Sponsorships & Activations

- 2024 Riverfront Partnership Revenue: \$215,225
- Riverfront Community Activations
  - EXPO '74 50<sup>th</sup> Celebration
  - Promotional Booths: WSECU Fall Fest + Numerica Tree Lighting
  - 60+ In-kind + paid partnerships
- Ribbon cutting support
- Support booths at community events
- Support the work of DVC and DVCAC
- Coordination or support for a few hundred volunteers
- Numerica SkyRide Audio Tour: 4,685 Views



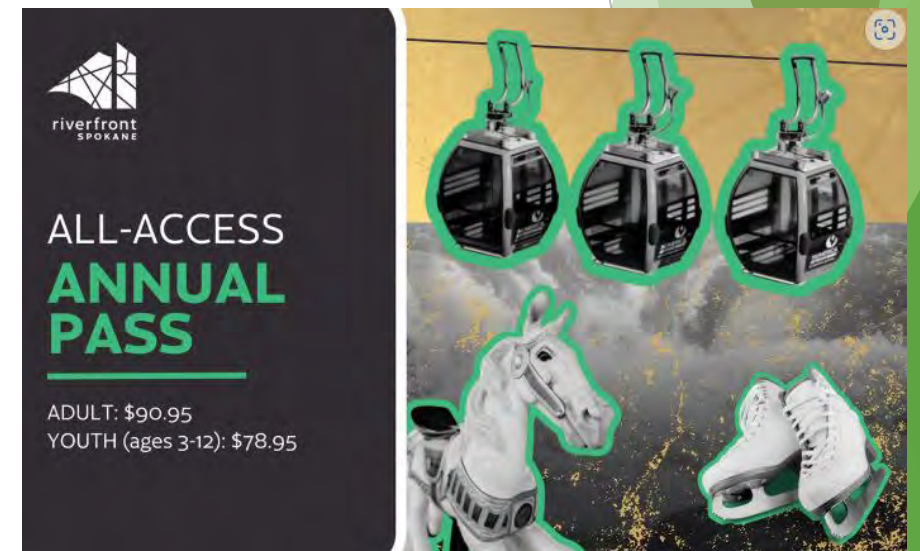
# Special Offers & Passes

## Riverfront Pass Sales

- Unlimited Ice Pass: 1,273
- Winter Value Day Pass: 743
- Gift Card Sales: \$4,262
- All Access Pass: 67

## SkyHigh Savings Promotion

- Targeted cost-conscious locals
- Video promotion (YouTube, Social Media, Geoframing)
- 1,100,470 Total Impressions
- 1,828 Redemptions | \$18,663 Revenue
- ROAS = 210%



# Sponsorships & Partnership Inventory Value

Inventory	Impressions	Value
Earned Media	4,195,000	\$20,970
Digital Sign	2,223,000	\$11,100
Social Media	489,000	\$7,800
Traditional/KHQ	306,000	\$1,600



# Community Engagement Event Impact

Event Name	Attendance	Event Day Revenue	Non-Event Day Revenue	% Change	Difference
Spring Market	3,200	\$7,445	\$4,406	69%	\$3,039
Easter Egg Hunt	2,800	\$14,185	\$9,773	45%	\$4,412
4 <sup>th</sup> of July	25,800	\$13,969	\$7,941	76%	\$6,028
Carnival	40,200	\$72,844	\$25,208	189%	\$47,636

- +\$35,500 Sponsorship Funds
- + \$15,100 Carnival & F&B Commission
- + \$3,800 Spring Market Revenue

**Total Impact: \$115,515+**

## Look Ahead

- Riverfront Video Series
- DH Digital Campaign
- Event Scorecard
- Recreation sponsorship development
- 8-month levy outreach plan





City of Spokane  
**PARKS  
& RECREATION**

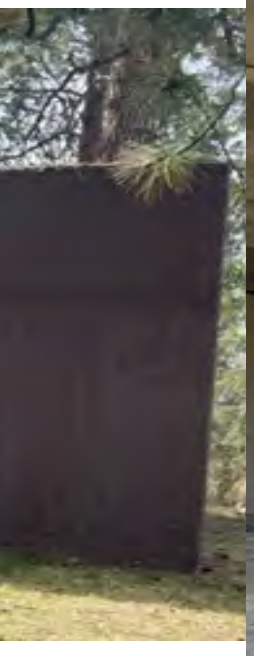
# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Joint Arts Committee	<b>Committee meeting date:</b> 02/03/2025	
<b>Requester</b>	Josh Morrisey	<b>Phone number:</b> 625-6236	
<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 #)	(Cross Ref 2023-0992)		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K; Objective 3	<b>Master Plan Priority Tier:</b>	N/A (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Lower Lincoln Park shelter mural project design (no cost)		
<b>Begin/end dates</b>	Begins: 02/03/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>In fall of 2023 Franklin Elementary Alternative Parenting Participation Learning Experience (APPLE) received approval from the Park Board for the installation of a mural at the lower Lincoln Park shelter, painted by students of Franklin Elementary with the help of parents and other volunteers, designed by and under the direction of a Spokane Arts recommended local mural artist.</p> <p>Artist Corinna Ren was suggested by Spokane Arts and subsequently designed the artwork submitted for approval by the Joint Arts Committee.</p> <p>The artwork was shown at a Lincoln Heights Neighborhood Council meeting and the residents in attendance were all excited for the mural. There were no suggestions for change and all comments were positive.</p> <p>This beautification project will be at no cost to City of Spokane Parks &amp; Recreation</p>			
<b>Motion wording:</b>			
Approve the Lower Lincoln Park shelter mural project design (no cost)			
<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: Josh Morrisey			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
N/A	N/A		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)			
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate	

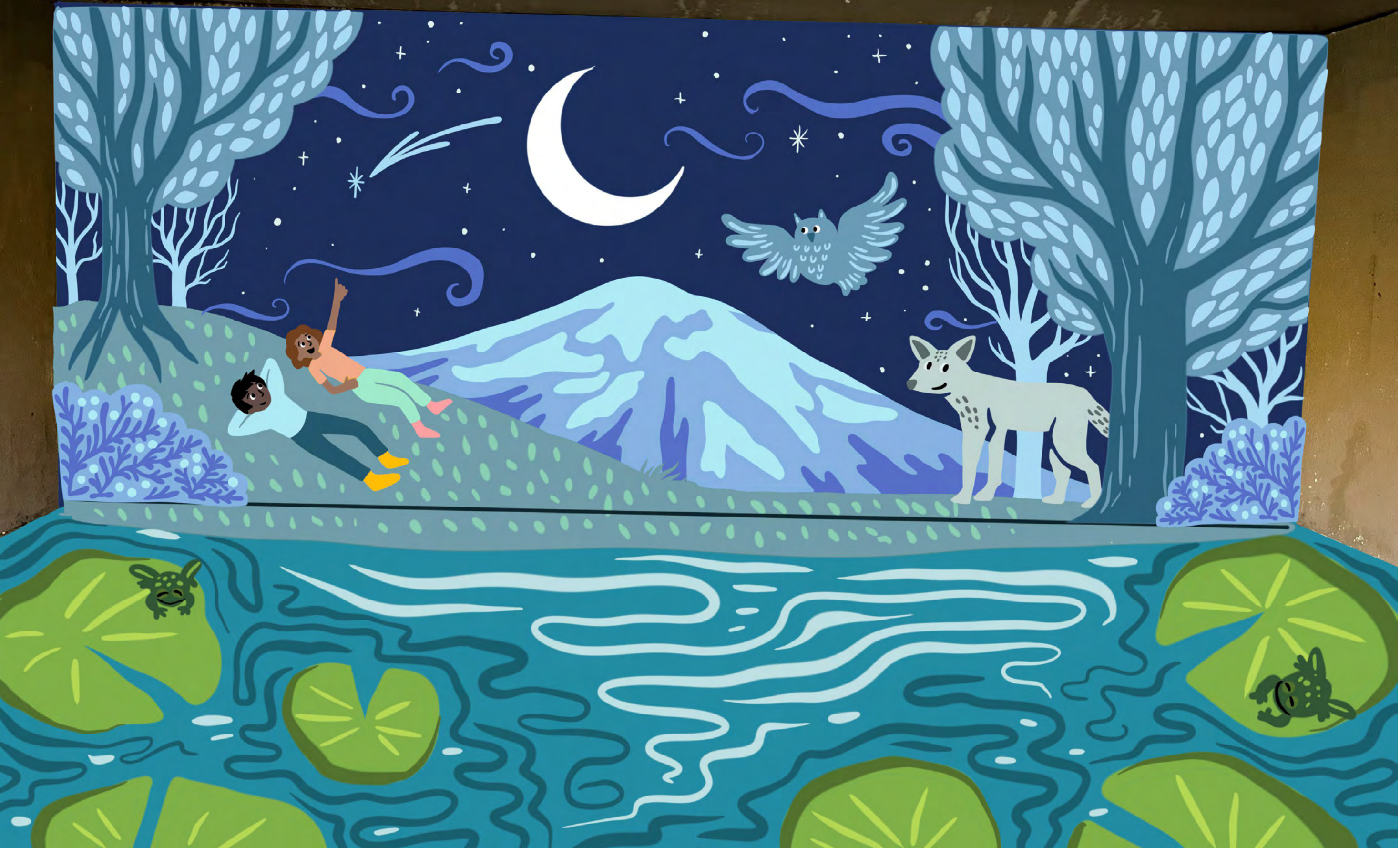
Photos Lincoln Park Shelter/Fire Pit Structure




















**98,725**  
Activity Guides  
Printed

**53,092**  
GUIDES MAILED



**23,500**  
ONLINE GUIDE  
READS

**3,475**  
PROGRAM  
OFFERINGS  
**162 - NEW**

**18,439**  
PARTICIPANTS  
**879**  
TEAMS

**570**  
Little Spokane  
River Shuttles

**136,696**  
OPEN SWIM  
PARTICIPANTS



**4,131**  
Athletic  
Complex Rentals

**=13,726**  
Hours

**2024**

# Seasonal Staffing & Volunteers

Seasonal staff are the backbone of our recreation programs. Allowing us to deliver high quality programs and services to our citizens. These young individuals gain valuable job experience and cultivate essential leadership skills that will guide them throughout their lives turning them into valuable contributing members of our community.

**309**

Seasonal  
Staff

- 4 Wex Interns @ Corbin Art Center, working 1,000 hours = \$16,28
- 38 NFL Youth Flag volunteers - volunteering 1,065 hours = \$17,338
- 92 TRS Volunteers - volunteering 3,162 hours = \$51,477





2024

# INNOVATIVE RECREATION HIGHLIGHTS

## ARTSci CAMP

- 142 Youth
- 6+ Community Partnering Agencies

## PICKLEFEST

- During Expo
- Partnership w/ Spokane Pickleball

## SENSORY SENSITIVITY SWIM

- 12 participants (30-35 total attendees including participants caregivers and family members)

## GENERATIONALLY DIVERSE PROGRAMMING

- Outdoor successfully launched family trips for participants 8yrs. & Up

# AQUATICS

- Continuing to work with the visually impaired, deaf/hard of hearing and neurodivergent communities to bring swimming to all.



# SKATEBOARDING LESSONS

- 30 participants ages 5-12 years.
- Kick off during Expo

# PICKLEBALL LEAGUE

- 140 adult participants



# WATER DISC GOLF

- Course renaming and redesign



TRS Merged Cognitive Developmental & Physical Disability Ski Programs into one inclusive Powderhounds program.

Thanks Recreation Team  
For a remarkable 2024!



# January 2025



*© james richman*



riverfront  
SPOKANE



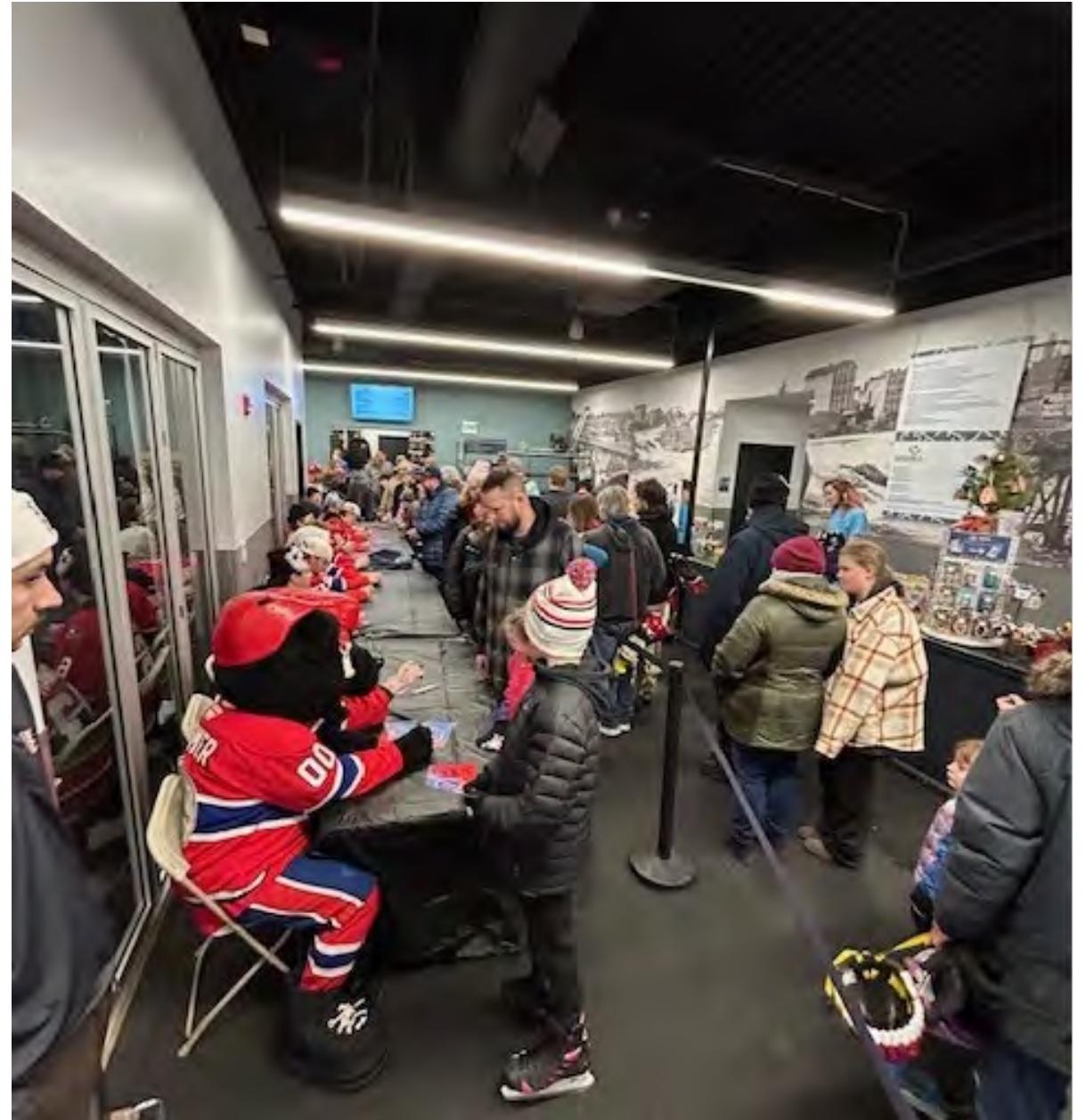






Five Days of **Family Fun**  
in Spokane & North Idaho





# Free Skate Night with the Chiefs!



Numerica Skate Ribbon  
Riverfront Park

Jan. 29, 2025 • 6-8 pm



# Park Operations & Natural Resources



**Park Board Presentation**

February 13, 2025

# INTRODUCTION

- Intro
  - Ops and NR areas of responsibility
    - All developed and undeveloped acreage except golf and RFP
    - UF, display gardens
    - Support services for other divisions



# NATURAL RESOURCES

- Natural Resources
  - Biggest Successes
    - Partnerships/Volunteers
    - USDA Grant
  - Biggest Challenges
    - Trails
    - Beetle kill tree removal
  - Levy Impacts
    - Staff in undeveloped properties
    - Trailheads/Parking
    - Wayfinding



# OPERATIONS

## ■ Operations

### ■ Biggest Successes

- ROW Pilot Program Year 1
- Internal Irrigation Team
- LPM Grant for Playground Pieces

### ■ Biggest Challenges

- Funding for Park Maintenance Equipment
- Keeping Restrooms Open
- Vandalism/Graffiti

### ■ Levy Impacts

- Ranger presence
- Higher maintenance service level
- New Playgrounds and other amenities





# FOLLOWUP

- Questions



**From:** [Jones, Garrett](#)  
**To:** [Jessie Norris](#)  
**Cc:** [REDACTED]  
**Subject:** Re: Please don't sell naming rights to the Pavilion  
**Date:** Monday, February 3, 2025 2:56:14 PM

---

Hi Jessie,  
Thank you for your comments. Much appreciated and I will make sure the Park Board receives these.  
Thank you,  
Garrett Jones

On Feb 3, 2025, at 2:32 PM, Jessie Norris [REDACTED] wrote:

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

Dear Garrett,  
I'm writing to you in your role as City of Spokane staff liaison to the Park Board. I *\*strongly\** oppose selling the naming rights to the U.S. Pavilion to anyone. The Pavilion exists in an entirely different category than a feature like the skate ribbon. The Pavilion, along with the Riverfront Park Clock Tower, is one of the iconic images of Spokane in the minds of the public, a cogent reminder of Expo '74, which transformed an industrial railyard into the much-loved park, the anchor of downtown Spokane, that we know today. It should continue to be known, now and in the future, as the U.S. Pavilion, which is its original identity. To sell that designation to the highest bidder would be a travesty of its true meaning.

Respectfully,  
Jessie Norris  
Spokane

**Deatrich, Sarah**

---

**From:** Jones, Garrett  
**Sent:** Wednesday, February 5, 2025 11:28 AM  
**To:** [REDACTED]  
**Subject:** Fwd: Spokane Pavilion

Thank you,  
Garrett Jones

Begin forwarded message:

**From:** Marc Fryt [REDACTED]  
**Date:** February 5, 2025 at 11:05:18 AM PST  
**To:** Mayor <mayor@spokanecity.org>, City Council Members and Staff  
<citycouncil@spokanecity.org>, "Jones, Garrett" <gjones@spokanecity.org>  
**Subject: Spokane Pavilion**

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a Spokane resident, I would just like to say thank you Mayor Brown for not selling naming rights to the pavilion. In an era where we are bombarded by relentless advertisements, keeping landmarks like the pavilion free of becoming a billboard helps maintain it as focus for community and identity.

Thank you

-Marc Fryt

## Deatrich, Sarah

---

**From:** Jones, Garrett  
**Sent:** Wednesday, February 5, 2025 1:56 PM  
**To:** B Chapman  
**Cc:** [REDACTED]  
**Subject:** RE: sale of naming rights for the US Pavilion

Thank you for the email Mr. Chapman. Appreciate you taking the time to send your thoughts and concerns. We will make sure the Park Board sees your comments.

Thanks,



**Garrett Jones, PLA** | Director of Parks and Recreation | City of Spokane Parks & Recreation  
|Desk: 509.363.5462 | Cell: 509.795.9936 | [gjones@spokanecity.org](mailto:gjones@spokanecity.org) | [SpokaneParks.org](http://SpokaneParks.org)

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

---

**From:** B Chapman [REDACTED]  
**Sent:** Wednesday, February 5, 2025 1:53 PM  
**To:** Jones, Garrett <[gjones@spokanecity.org](mailto:gjones@spokanecity.org)>  
**Subject:** sale of naming rights for the US Pavilion

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

Dear Mr. Jones,

I am writing to you in your role as Director of Parks and Recreation in the City of Spokane. I write to express my strong opposition to the proposal to sell naming rights for the U.S. Pavilion in Riverfront Park. Its current name has historical significance to both the park and to the City of Spokane. That history, as you know, dates to the era of Expo '74 when the center of the city was transformed from being a railyard to having a beautiful park that makes the Spokane River the centerpiece of Spokane. For fifty years now, the Pavilion along with the Clocktower, as key features of Riverfront Park, have highlighted and signified the city's transformation and the beginning of its commitment bringing Spokane into a new maturation of its

development. This historical significance would be completely diluted by commodifying the Pavilion and changing its name.

If more funding is needed, surely there are other options for bringing in funds? For example, I've attended events at the Pavilion and elsewhere that have corporate sponsors. Let's not commodify Spokane landmarks! Thank you for considering my comments and for your service to our city. (I have sent similar comments to Jonathon Bingle in his role as liaison between the City Council and the Park Board.)

Sincerely,  
Barry Chapman,  
Spokane