Vendor Qualification Form

Name: _____ **Fax:** _____

Email: _____

Original: _____
2nd Request: _____
3rd Request: _____

	DATE SENT:	DATE REC:	AP LOG:
Credit Application:			
Terms and Conditions:			
Labor Addendum: *If labor on jobsite or DBM Property*			
Cert. of Insurance *If labor on jobsite or DBM Property*	See attached sample		
GENERAL LIABILITY	SEE ATTACHED		
WORKERS COMP	SEE ATTACHED		
AUTO COVERAGE	SEE ATTACHED		
ADDITIONAL INSURED	SEE ATTACHED		
W9:			
PURCHASE ORDER:			

P.O. Number: _____ *Purchase Order Required on all Orders!*

Please review and sign all documents - Return by email to: accounts.payable and dbmcontractors.com

DBM MUST HAVE COMPLETED FORMS AND CERTIFICATE OF INSURANCE FOR PAYMENT
IF YOUR CERTIFICATE OF INSURANCE IS CURRENT WITH DBM - WE DO NOT NEED A NEW ONE.

Any questions please call Mick or Valerie at: 253.838.1402

Outlook Info: Please fill out where needed, if your address has changed from last year, please update.

OUTLOOK INFORMATION

State/Region: _____
Contact: _____
Type: _____
Address: _____
_____
Phone: _____
Fax: _____
Email: _____
L and I Number: _____
UBI Number: _____

Thank you!

Filed: _____
By: _____

###

DBM Contractors, Inc.

Credit Information

Corporate Office
1220 South 356th Street
Federal Way, WA 98003
T: (See Below)
www.dbmcontractors.com

SW Washington/Oregon
T: 503.256.9622

Mailing Address: P.O. Box 6139, Federal Way, WA. 98063

Tacoma Telephone: 253.927.8510 Fax Number: 253.874.6574
Seattle Telephone: 253.838.1402

Incorporation in Washington: 1967

Type of Business: Construction

President: Todd Jarvis

Executive Vice President/Chief Operations Officer: Paul Groneck

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Accounting Supervisor: Francis Santiago – francis.santiago@dbmcontractors.com
Accounts Payable: Valerie Armour – accounts.payable@dbmcontractors.com

Banking Information:	**Columbia Bank** Seattle, WA. 98101
Contact:	Chris Gruenfeld 206-223-4540 (Fax) ChrisGruenfeld@columbiabank.com
Insurance Agent:	**Gallagher Construction Services** 3697 Mt. Diablo Blvd, Suite 300 Lafayette, CA 94549
Contact:	Tyler J. Kannon 925-953-5220 925-299-0328
Bonding Agent:	**Propel Insurance** 1201 Pacific Ave, Suite 1000 Tacoma, WA. 98402
Contact:	Eric Zimmerman 253.759.2200 253-759-6468
Bonding Company:	**Liberty Mutual Surety**

Moved to Current Address 1982

Previous Address:	1515 Center Street, Tacoma, WA.
General Contractors License Number:	WA-DONALI*331RQ CA-462599
Employer Identification Number:	91-0826786
Resale Registration Number:	C278049134

CREDIT REFERENCES

Rainier Welding Supply
2024 S. 112th Street; C-2
Lakewood, WA 98499
253.584.9342
253.983.1596 (Fax)
jeff@rainierweldingsupplies.com

Stoneway Concrete
9125 10th Avenue South
Seattle, WA. 98108
206.762.2566 ext.3535
206.763.2730 (Fax)
SabrinaZ@stonewayconcrete.com

D.S.I.
2159 S. Street
Long Beach, CA. 90805
562.531.6161
562.531.2667 (Fax)
Alesia.Haynes@dsiamerica.com

C and M Manufacturing
9640-B Mission Gorge Rd #165
Santee, CA 92071
800.458.6191
619.449.0018 (Fax)
clayton@centralizers.com

PACO
7400 2nd Avenue South
Seattle, WA 98124
206.762.3550
206.763.4232 (Fax)
farhana@pacoequp.com

International Belt and Rubber
4132 B Place NW
Auburn, WA 98001-2446
253.833.6034
253.833.5700
bgrove@intbelt.com

COMPANY VISION STATEMENT

DBM Contractors, Inc. will be the safest and most respected Specialty Contractor in the Western United States offering our client cost effective, diverse, high quality products and equipment while maintaining satisfactory and steady profit and employing sound business practices with trained personnel.

DBM MISSION STATEMENT

As an accountable specialty construction company, working with our project partners in a team environment, it is the mission of DBM Contractors to lead our industry in service, innovation, safety, equal opportunity and quality of workmanship and to enhance profits with and for the project partners, while always maintaining our integrity. Our employees will be provided with opportunities to improve their quality of life for now and into the future.

Date: Calendar Year 2025 **Supplier: _____**

TERMS AND CONDITIONS OF PURCHASE ORDER

1. Buyer's receipt of the goods covered by the Purchase Order shall not constitute waiver of any claims for damages due to delay in delivery, defective goods, or goods not in conformance with this Purchase Order. Buyer shall have the right to reject the goods delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
2. Buyer reserves the right to postpone delivery of goods covered by this Purchase Order for a reasonable period.
3. Deliveries must be made within the time(s) stated on this Purchase Order. Late delivery can cause Buyer to incur substantial extra costs (including liquidated damages for late project completion, added costs of project performance, and other forms of incidental and consequential damages). Because time is of the essence under this Purchase Order, the Seller expressly agrees to reimburse Buyer for all penalties, damages and other expenses that may arise from failure to deliver in accordance with the deadlines(s) or schedule established in this Purchase Order.
4. If Seller fails to maintain progress consistent with the delivery deadline(s) or schedule established under this Purchase Order, Buyer may, without prejudice to any other legal right, elect (after three days' written notice) to terminate all or part of this Purchase Order. In that event, Buyer may in addition to any other remedies backcharge or otherwise obtain reimbursement from Seller for the cost of procuring if ordered from another source.
5. Upon termination of the project or contract for which Buyer placed this Purchase Order, Buyer may (upon written notice) terminate this Purchase Order with Seller's compensation to be equitably adjusted as a change under Paragraph 11 herein.
6. All deliveries to Buyer's jobsite must be accompanied by delivery slips. Signed delivery slips must accompany invoices as a prerequisite for payment under this Purchase Order. Signatures made by project personnel at the time of product delivery shall constitute acknowledgement of delivery only. Modifications to Buyer's obligations under this Purchase Order shall be negotiated and/or executed by Purchasing manager or corporate officers only.
7. All costs of delivery shall be prepaid by Seller. Seller agrees to defend, indemnify and hold Buyer harmless against all costs, damages, or claims arising out of or related to transportation, freight, express and other charges incidental to delivery of goods under this Purchase Order.
8. If shop drawings are required they shall be prepared and submitted timely, and as required by Buyer.
9. This Purchase Order is subject to all warranties, express or implied, provided in the Uniform Commercial Code, none of which is waived by Buyer or disclaimed by Seller.
10. Seller agrees to defend and hold Buyer harmless from all liens, claims, or assessments arising from purchase, manufacture, or delivery pursuant to this Purchase Order. This applies (without limitation) to all labor costs, material costs, and taxes, provided, however, that Buyer shall be responsible for all sales taxes imposed on this purchase transaction.
11. Buyer reserves the right to make changes, deviations, additions, and deletions to the work herein contracted, and in that event the price shall be equitably adjusted, If such changes have been initiated by a project owner or other party for whom Buyer entered this Purchase Order, then the change in the Seller's prices shall be controlled by the change in Buyer's compensation from the third party.
12. With regard to goods delivered under this Purchase Order, Seller agrees to defend, indemnify and save harmless the Buyer and any other transferee of the goods on the Project referenced herein from all liability for patent or trademark infringement, or for injuries or damages to any persons, employees and or property, and from damages by any fire, in any way caused by Seller, its agents, employees, subcontractors or their employees or agents or persons, firms or corporations to whom Seller sublets work arising out of or related to the execution of the work under this Purchase Order, and from all damages judgments, charges and other related expenses arising out of or related to third parties, employed, used or hired or to arise, through any act or omission of any of the said persons, including damages resulting from actions or inactions of third parties employed, used or hired by Seller to deliver goods to any DBM location. Seller also expressly assumes, with respect to the goods to be furnished hereunder, all of the liability imposed on Buyer by the construction contract between Buyer and its project owner or prime contractor. If there are any claims for injuries to persons or property unsettled upon completion of this Purchase Order, final settlement between Buyer and Seller maybe deferred at buyer's option until such claims are adjusted or until Seller furnishes indemnity acceptable to Buyer.
13. In the event that Seller totally or partially breaches this contract, resulting in litigation, the prevailing party shall be entitled to recover its actual attorney's fees. Seller agrees to provide a Vendor's Endorsement in a form equivalent to ISO CG2015 04 13.
14. Seller agrees not to assign any portion of the work covered by this Purchase Order without the Buyer's written consent.
15. Any limitation of Liability of seller shall not be valid to the extent that a loss is not covered by valid insurance

Supplier: _____ **UBI NO. _____** **Date: _____**

Donald B. Murphy Contractors Inc.: _____ **Date: January, 2025**

LABOR ADDENDUM

Seller: _____ License No: _____

Purchase Order No. _____ L & I Number: _____

Unemployment Insurance No: _____ UBI No: _____

Donald B. Murphy Contractors Inc. (DBM Contractors Inc.) and Seller agree to the following additional Terms and Conditions

1. Seller agrees to perform and complete all work in strict accordance with the general contract plans, specifications and documents which are hereby made a part of the this Agreement and are incorporated by reference. Seller agrees to be bound by the change provisions of the prime contract.

2. DBM Contractor's Inc. will pay for extra work performed and/or material or equipment furnished, only upon prior written authorization by General Contractor. Any claim of Seller for extra work, materials or equipment not so authorized, or for damages of any other nature whatsoever, shall be deemed waived by Seller.

3. Seller and all of its employees shall take reasonable safety precautions pertaining to its work and the performance thereof, including but not limited to, compliance with all applicable laws, ordinances, rules, regulations and orders issued by any public authority, whether federal, state, local or otherwise, the Federal Occupational Safety and Health Act, any similar state laws and, in addition, the safety measures called for by the General Contractor. Safety of Seller's employees, whether or not in common work areas, is the responsibility of the Seller. Seller shall procure and pay for all permits, licenses and inspections required by a governmental authority for any part of the work hereunder.

4. Seller shall procure and maintain on all of its operations the following insurance coverage through companies satisfactory to General Contractor and DBM Contractors Inc.: Workers' Compensation with statutory limits; general liability insurance including property damage, personal injury, and employers' liability insurance covering all of its employees, automotive insurance covering all owned and leased autos. Limits of all insurance shall conform to the requirements of the main contract but in all cases will be at least $2,000,000 as to any one occurrence. Seller shall furnish to DBM Contractors Inc. prior to commencement of work by Seller a certificate of insurance evidencing that such insurance is in force and will not be canceled without 30 days written notice to DBM Contractors Inc. Seller agrees to furnish to DBM Contractors Inc. evidence (in the form of an endorsement to the policy) that DBM Contractors Inc. and General Contractor has been named as an additional insured on all liability policies and that such Seller furnish insurance is primary and non-contributory.

5. DBM Contractors Inc. agrees to pay Seller within 10 days of the time that DBM Contractors Inc. receives payment from Owner. DBM Contractors Inc. may withhold from Seller retention in the same percentage that Owner withholds retention from DBM Contractors Inc. Retention shall be released to DBM Contractors Inc. within 5 days of release of retention by Owner.

6. These terms are agreed to in full for Calendar year **2026.**

7. Seller agrees to defend, indemnify and hold Donald B. Murphy Inc., the Owner, General Contractor, and their respective employees, agents, licensees, or representatives harmless from any and all claims, demands, losses, and liabilities, arising out of, resulting from, or connected with work performed or to be performed under this Agreement by Subcontractor or Subcontractor's agents or employees including without limitation trucking and transportation companies employed by, under the control of or used by Seller to the fullest extent permitted by law and to the extent of the Seller's negligence. For purposes of this indemnity agreement only, Seller specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW or any similar state or federal statute. _____**INT.**

ACCEPTED BY: _____ Date: _____

ACCEPTED BY: _____ Date: January 2026

Donald B. Murphy Contractors, Inc.

REV. 11/23

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 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
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc. | LIC #0726293
1255 Battery Street, Suite 450
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic General Insurance Corp	24139
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Your Name
Your Address SAMPLE

COVERAGES **CERTIFICATE NUMBER:** 1613248639 **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	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y				EACH OCCURRENCE	$2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Stop Gap						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y				COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll	$1,000
B	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y				X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

ADDITIONAL INSURED(S): Donald B. Murphy Contractors, Inc. on a primary and non-contributory basis.
The Producer will mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date.

CERTIFICATE HOLDER

Donald B. Murphy Contractors, Inc.
P.O. Box 6139
Federal Way, WA 98063-6139

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

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

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

Designated Construction Project(s): **EACH OF YOUR CONSTRUCTION PROJECTS.**

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

A. **Section** II - **Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

Named Insured:	**DONALD B. MURPHY CONTRACTORS, INC.**		
Policy Number:	**CLP3750194**	Endorsement No.:	**5345**
Policy Period:	**10/31/2024** to **10/31/2025**	Endorsement Effective Date:	**10/31/2024**
Producer's Name:	**Arthur J. Gallagher Risk Management Services, LLC**		
Producer Number:	**06P09**		

AUTHORIZED REPRESENTATIVE

DATE

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:	DONALD B. MURPHY CONTRACTORS, INC.
Endorsement Effective Date:	10/31/2024

SCHEDULE

Name Of Person(s) Or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
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.

BITCO General Insurance Corporation

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own;

(2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	DONALD B. MURPHY CONTRACTORS, INC.		
Policy Number	**CAP3750193**	Endorsement No.	000
Policy Period	**10/31/2024 to 10/31/2025**	Endorsement Effective Date:	**10/31/2024**
Producer's Name:	ARTHUR J. GALLAGHER & CO INSURANCE BROKERS OF CALIFORNIA, INC.		
Producer Number:	06P11		

AUTHORIZED REPRESENTATIVE

DATE

CA EN GN 0019 09 06

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:

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.

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

Named Insured: DONALD B. MURPHY CONTRACTORS, INC.

Endorsement Effective Date: 10/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Endorsement No:
This Endorsement, effective: October 31, 2024
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0312-0903
Issued to: Donald B. Murphy Contractors, Inc.
by: Allied World National Assurance Company

AMENDMENT TO DEFINITION OF INSURED – ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT

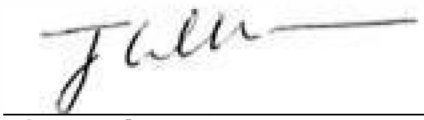
It is agreed that this policy is amended as follows:

Section **VI. DEFINITIONS**, Paragraph F. **Insured** is amended to include the following additional provision:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional **Insured** on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional **Insured** only with respect to liability arising out of **Your Work** at the location designated. Coverage afforded to these additional **Insured** parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.

The above provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Date: **February 10, 2022**

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period,** you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period.**

N. **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured;** and

2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. **Transfer of Rights of Recovery**

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.

2. Any recoveries will be applied as follows:

   a. any person or organization, including the **Insured,** that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

   b. we then will be reimbursed up to the amount we have paid; and

   c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured,** in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

BITCO General Insurance Corporation

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is $0.00

Named Insured	DONALD B. MURPHY CONTRACTORS, INC.		
Policy Number	WC3750195	Endorsement No.	000
Policy Period	**10/31/2024-10/31/2025**	Endorsement Effective Date:	10/31/2024
Producer's Name:	ARTHUR J. GALLAGHER RISK MANAGE		
Producer Number:	06P09		

AUTHORIZED REPRESENTATIVE **DATE**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See Instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DBM YARD SAFETY
PPE REQUIRMENTS

AMENDMENT TO THE YARD SAFETY PLAN

The following PPE requirements are considered a minimum requirement for personnel that are permanently assigned or working temporarily in the yard, vendors that pick up and deliver, vendors that are loading and off-loading heavy equipment; and all visitors. Generally most PPE will conform to applicable American National Standards Institute (ANSI) and/or American Society for Testing and Materials (ASTM) standards.

- **Face and Eye Protection** (WAC 296-800-16050)
  - Safety glasses must comply with 2003 version of ANSI Z87.1
- **Head Protection** (WAC 296-800-16055)
  - Hard Hat must comply with Z89.1-2009
- **Foot Protection** (WAC 296-800-16060)
  - Sturdy work boots that fully cover the foot and ankle must comply with ANSI Z41-1999, ASTM F-2412-2005, and ASTM F-2413-2005.
- **Hand Protection** (WAC 296-800-16065)
  - Gloves must be suitable for the task, conditions present, duration of use, and existing and potential hazards
- **High Visibility Garments** / Class II or III (WAC 296-800-16020 – Table X)
  - Shirts, hoodies or vests must meet ANSI 107-2004 specifications.
  - Type depends on site conditions and presence of traffic, heavy equipment.
- **Hearing Protection**
  - Selected for the specific decibel level and type of noise.
  - 85 dB averaged over 8-hour workday is the minimum level needed for hearing protection.
- **Shirts** must have a minimum 4" sleeve length.
- **Long Pants** (no shorts)

Anyone observed not following the minimum PPE requirements will be asked to leave.

STATE OF WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 360-705-6705

DONALD B. MURPHY CONTRACTORS, INC.
PO BOX 6139
FEDERAL WAY, WA 98063-6139

Account ID: 278-049-134
Permit Number: A17340227
Effective Date: 01-Jan-2026
Expiration Date: 31-Dec-2027

Business Activities:
Water and Sewer Line and Related Structures Construction

This permit can be used to purchase:
- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer, and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:
- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:
- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
  - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
  - May result in this permit being revoked

Notes *(Optional notes such as description of items or services purchased at wholesale, additional NAICS codes or tradenames, etc.)*:

_____

_____

_____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

Reseller: Keep this original permit on file. Provide copies to sellers from which you make purchases.