

**Project title:** Interlocal Agreement between Public Utility District No. 1 of Snohomish County and the City of Everett**Council Bill #** *interoffice use***Agenda dates requested:**

October 20, 2021

Briefing

Proposed action

Consent 

Action

Ordinance

Public hearing

Yes  No **Budget amendment:**Yes  No **PowerPoint presentation:**Yes  No **Attachments:**

Interlocal Agreement

**Department(s) involved:**

Transportation Services

**Contact person:**

Melinda Adams

**Phone number:**

425-257-8915

**Email:**

madams@everettwa.gov

**Initialed by:***TEH*

Department head

Administration

Council President

**Project:** Resonant Magnetic Induction Charging System**Partner/Supplier:** Public Utility District No. 1 of Snohomish County**Location:** Eclipse Mill Park (Riverfront)**Preceding action:** None**Fund:** 425 Transportation Services**Fiscal summary statement:**

Everett Transit will manage the project installation and PUD will manage the financial reimbursement from the Department of Commerce. The project cost is \$728,800 with a generous contingency built in. Cost overruns exceeding \$801,658 will be Everett Transit's responsibility.

Funding sources: Snohomish County PUD, Department of Commerce and Fund 425

Total project cost: \$728,800

Everett Transit match: \$35,710

**Project summary statement:**

Public Utility District of Snohomish County (PUD) will partner with Everett Transit (ET) to install an en-route inductive charging station as a demonstration project for the ET service area. This project supports strategic objectives of the PUD's Electric Transportation Plan and the City of Everett's Climate Action Plan.

PUD will manage the grant with the Department of Commerce used to fund the in-ground inductive electric bus charger at the Eclipse Mill Park. The project will provide en-route charging capability during bus layovers at Eclipse Mill Park via route #6 - Waterfront to Riverfront. Buses with inductive charging capability will be assigned to this route.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Interlocal Agreement between Public Utility District No. 1 of Snohomish County and the City of Everett to install an en-route inductive charging station.

**INTERLOCAL AGREEMENT BETWEEN**  
**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**  
**AND THE CITY OF EVERETT**

**THIS INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into by and between the Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation (“District”), and the City of Everett, a Washington State municipal corporation (“City”). The District and the City are also referred to herein individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, the District has obtained a Clean Energy Fund – Electric Transportation Systems grant (“Grant”) from the Washington State Department of Commerce for the purchase of a resonant magnet induction charging system for electric buses and has executed a grant agreement for such grant, which is attached as Exhibit “A” to this Agreement (“Grant Agreement”).

**WHEREAS**, Everett Transit (a municipal transit system owned by the City) desires to work with the District to obtain, install and use the innovative resonant magnet induction charging system (“EVSE” or “resonant magnet induction charging system”) for electric buses at Riverfront Park near downtown Everett (“Project”).

**WHEREAS**, the District will use the Grant, as set forth in this Agreement, to reimburse the City for eligible and agreed upon costs of the Project. The Grant was awarded to the PUD on a 10:1 grant funds to matching funds basis for costs incurred by the PUD and the City. The matching funds obligation will be shared by the District and City with the District contributing 51% and the City contributing 49%.

**WHEREAS**, this Project represents the first resonant magnet induction charging system for electric buses in Western Washington and serves as a demonstration project for future installations in Everett and the greater Puget Sound region.

**WHEREAS**, this Project has the potential to reduce harmful emissions addressing environmental justice issues, provide savings to transit agencies, and offer educational outreach opportunities to the community on adopting new green technologies.

**WHEREAS**, after installation of the charging system, the District will have full access to the resonant magnet induction charging system for a period of five (5) years to evaluate load management and grid optimization strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies.

**NOW, THEREFORE**, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

1. **Requirements of Interlocal Cooperation Act**

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate implementation of the Project. The District shall be primarily responsible for: managing the Grant and the Grant Agreement; acting as the main point of contact on the Grant with the Washington State Department of Commerce; facilitating reimbursement of Everett Transit expenses for Grant-eligible work; and evaluating load management, grid optimization and electric rate strategies regarding the Project for a period of five (5) years. The City shall be responsible for: purchasing and obtaining the resonant magnet induction charging system; procuring installation services; coordinating installation of the resonant magnet induction charging system; owning, maintaining and operating the resonant magnet induction charging system; and providing the District access to the system for a period of five (5) years.

1.3 No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.4 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

1.5 Administrators. Each Party to this Agreement shall designate an individual (“Administrator”), which may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

District’s Initial Administrator:  
Suzy Oversvee, Sr. Energy and Customer Services Program Manager  
2320 California Street  
Everett, WA 98201  
425-783-8291  
seoversvee@snopud.com

City’s Initial Administrator:  
Vincent Bruscas, Project Coordinator  
3201 Smith Ave, Ste 215  
Everett, WA 98201  
425-257-8989  
vbruscas@everettwa.gov

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

2. **Effective Date and Duration**

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City's or District's Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated by either Party pursuant to the provisions of Section 11 of this Agreement.

3. **District Responsibilities**

3.1 **Grant Management.** The District will be responsible for procuring the Grant and for the full execution of the Grant Agreement. The District acknowledges it is the Contractor/Grantee under the Grant Agreement. The District will ensure compliance with all terms of the Grant applicable to Contractor/Grantee. The District will be responsible for all Grant reporting and management. Upon receiving necessary documentation from the City of eligible Grant expenses that the City incurs (see Section 4.6 for a description of eligible Grant expenses), the District is responsible for obtaining reimbursement from Commerce for such expenses in accordance with the Grant Agreement and for delivering such reimbursement to the City.

3.2 **Right to Control the EVSE.** During the duration of this Agreement and/or the five (5) year minimum useful life of the resonant magnet induction charging system, the District shall have the right to exercise control at any time of the resonant magnet induction charging system and the right to ensure it is used for the Grant purposes.

3.3 **Grant Match.** The Grant was awarded on a 10:1 grant to project match basis. The District will be responsible for 51% of the match requirement.

3.4 **Evaluation of Charging System.** The District will, for a period of five (5) years from the time the charging system is first utilized by Everett Transit, evaluate load management and grid optimization strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies. The District will also use this Project to evaluate if current electric rate structures are compatible with en-route induction charging patterns, including a new Time of Day rate for which the City is a pilot participant.

4. **City Responsibilities**

4.1 **Prior Approvals.** The City shall, at its sole cost and expense but with Grant reimbursement from the District as set forth in this Agreement, obtain any and all necessary federal, state or municipal licenses, permits and/or approvals for the installation, maintenance and operation of the resonant magnet induction charging system. The District shall cooperate and assist in obtaining all of such licenses, permits and approvals.

4.2 Equipment Purchase and Installation. The City shall, at its sole upfront cost and expense but with Grant reimbursement from the District as set forth in this Agreement, purchase the resonant magnet induction charging system and arrange for its installation at Eclipse Mill Park (formerly the “Riverfront park”) per the attached Project proposal technical specifications in Exhibit “B.”

4.3 Connection to District System. The City shall, at its upfront sole cost and expense but with Grant reimbursement from the District as set forth in this Agreement, be responsible for the interconnection of resonant magnet induction charging system to the District’s meter and electric utility system.

4.4 Provide Access to the District. After completion of the installation of the charging system, the City shall provide the District with reasonable access to the Project for a period of five (5) years to allow the District to evaluate load management and grid optimization strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies.

4.5 Subcontractor Status. City is a subcontractor under Grant Agreement. The City acknowledges it is considered a subcontractor under the Grant Agreement and that it will ensure compliance with all terms applicable to a subcontractor of the Grant Agreement as per Section 6, “Subcontracting” under “Program Specific Terms and Conditions Governing this Grant”. Commerce and the State of Washington are not liable for claims or damages arising from the City’s performance of this Agreement.

4.6 Grant Reimbursement and Matching Funds. Upon request from the District, the City will provide documentation of eligible Grant expenses for Project cost reimbursement and matching fund requirements. Eligible Grant expenses must be necessary for and directly connected to the acquisition and installation of the electric vehicle supply equipment (*i.e.*, the resonant magnet induction charging system) (EVSE). Examples of Grant eligible expenses include without limitation: EVSE and construction materials; EVSE electrical connectivity; personnel costs for site design, site preparation and installation; load management; and signage. The Grant was awarded on a 10:1 grant to project match basis. The City will be responsible for 49% of the match requirement. Eligible Grant expenses will be reimbursed by Commerce to the District and then to the City as agreed upon milestones are completed per the project budget and scope as described in Exhibit “A.”

4.7 Project Cost Overruns. The District received the Grant in an amount not to exceed \$728,780 in grant funds to be matched with \$72,878 in funds to be provided on a basis of 51% by the District and 49% by the City. If Project costs incurred by the City exceed \$801,658, those excess costs will be the responsibility of the City.

5. **General Provisions**

5.1 **Record Retention.** Each Party following completion of the Project shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

5.2 **Independent Contractor.** Each Party will perform all work and services under this Agreement as an independent contractor and not as an agent, employee, or servant of the other party. Each Party has the express right to direct and control its own activities in providing the agreed work and services in accordance with the terms and conditions of this Agreement.

5.3 **Subcontracting.** Each Party may, in its sole discretion, hire one or more contractors and/or subcontractors to perform some or all of its respective work and services. All subcontractors will be subject to all applicable terms of the Grant Agreement as per Section 5, “Subcontracting” under “Program Specific Terms and Conditions Governing this Grant” (Exhibit A).

6. **Excusable Delay.**

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, epidemics, pandemics, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or construction phase work under this Agreement to issue the required permits or approvals in a timely manner, or other causes outside of the reasonable control or contemplation of a Party.

7. **Indemnification and Hold Harmless**

7.1 **District’s Indemnification of City.** The District shall indemnify, defend and hold harmless the City, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, fines, penalties, refunds, reimbursements, damages and judgments of any nature whatsoever, including costs and reasonable attorneys’ fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, (collectively referred to as “Damages”) to the extent caused by or arising out of negligent or intentional acts, errors or omissions of the District, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the District’s obligations hereunder shall apply only to the percentage of fault attributable to the District, its officers, officials, employees and/or agents.

7.2 City's Indemnification of District. The City shall indemnify, defend and hold harmless the District, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, fines, penalties, refunds, reimbursements, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, (collectively referred to as "Damages") to the extent caused by or arising out of negligent or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees and/or agents.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of this Section are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other Party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 8. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

## 9. Compliance with Laws

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

## 10. Notices

All notices required to be given by any Party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Subsection 1.5 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Termination of Agreement/Termination of Grant Agreement.**

11.1 Termination for Default. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event that said other Party is in material default and fails to cure such material default within that thirty (30) day period, which period is subject to Section 6 above and which period shall be extended so long as the defaulting party is diligently and continuously working to cure the alleged default. The notice of termination shall state the reasons therefor and the effective date of the termination.

11.2 Grant Agreement Termination/Reduction. The Parties acknowledge that the City will incur expenses in reliance on reimbursement from the District from the Grant Agreement. The District shall not terminate or suffer the Grant Agreement to terminate or the Grant amount to reduce unless (1) such termination or reduction is caused by City default under this Agreement or (2) the City has provided its written prior consent for such termination or reduction, which consent will not be unreasonably withheld.

12. **Miscellaneous**

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein.

12.2 Amendment. Any amendment to this Agreement shall be specifically identified by separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of this Agreement.

12.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.

12.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

12.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.



12.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a default by the other Party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either Party of any particular default constitute a waiver of any other default or any similar future default.

12.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

12.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the other Party for whom he or she purports to sign this Agreement.

12.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

12.10 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the City and the District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

12.11 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PUBLIC UTILITY DISTRICT NO.1  
OF SNOHOMISH COUNTY

CITY OF EVERETT

By: \_\_\_\_\_  
John Haarlow  
CEO/AGM

By: \_\_\_\_\_  
Cassie Franklin  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A – GRANT AGREEMENT



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

August 27, 2021

Public Utility District No. 1 of Snohomish County  
2320 California St  
Everett, WA 98201

RE: Electrification of Transportation Systems Contract #21-92201-012

Dear Pam Baley:

Attached is the contract for a grant under the Electrification of Transportation Systems grants program. This contract details the terms and conditions that will govern the agreement between us. Please review the Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

Please use the DocuSign process to review and sign the contract. The Washington State Department of Commerce (Commerce) must receive the signed contract within 60 calendar days of the date of this letter. Failure to return the contract within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the scanned original, along with instructions for invoicing and reporting will be emailed to you. If a hard copy is preferred, please indicate so upon return of the signed contract. We encourage you to store all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

A requirement of this program is that you must maintain updated project records as well as ensure current liability insurance documents are sent to Commerce annually.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact us.

Sincerely,

Forrest Watkins  
Energy Division  
360-522-3390  
[CEF@commerce.wa.gov](mailto:CEF@commerce.wa.gov)



**Capital Agreement with**

Public Utility District No. 1 of Snohomish County

through

Electrification of Transportation Grants Program

**For**

Electric Bus En-Route Induction Charging Demonstration Project

**Start date:**

September 7, 2021

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# Table of Contents

Table of Contents .....	i
FACE SHEET .....	1
DECLARATIONS.....	2
1.    INSURANCE (REPLACED SPECIAL TERMS AND CONDITIONS #1.8) .....	2
2.    CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.10) .....	3
3.    COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.13) .....	3
4.    PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.30) .....	4
6.    SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.37).....	4
7.    TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.43).....	4
SPECIAL TERMS AND CONDITIONS .....	6
1.1.  CONTRACT MANAGEMENT .....	6
1.2.  COMPENSATION .....	6
1.3.  CHANGES TO SCOPE OF WORK.....	6
1.4.  MATCH .....	6
1.5.  BILLING PROCEDURES AND PAYMENT .....	6
1.6.  SUBCONTRACTOR DATA COLLECTION .....	7
1.7.  HISTORIC OR CULTURAL ARTIFACTS.....	7
1.8.  INSURANCE.....	8
1.9.  ORDER OF PRECEDENCE .....	8
GENERAL TERMS AND CONDITIONS .....	9
2.1.  DEFINITIONS .....	9
2.2.  ALLOWABLE COSTS .....	9
2.3.  ALL WRITINGS CONTAINED HEREIN .....	9
2.4.  AMENDMENTS .....	9
2.5.  AMERICANS WITH DISABILITY ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35 .....	9
2.6.  APPROVAL.....	9
2.7.  ASSIGNMENT .....	9
2.8.  ATTORNEY’S FEES .....	10
2.9.  CODE REQUIREMENTS.....	10
2.10.  CONFIDENTIALITY/SAFEGUARDING OF INFORMATION .....	10
2.11.  CONFORMANCE .....	10
2.12.  CONFLICT OF INTEREST .....	10
2.13.  COPYRIGHT .....	11
2.14.  DISALLOWED COSTS .....	11
2.15.  DISPUTES .....	11
2.16.  DUPLICATE PAYMENTS .....	12

2.17. GOVERNING LAW AND VENUE .....12

2.18. INDEMNIFICATION .....12

2.19. INDEPENDENT CAPACITY OF THE GRANTEE.....12

2.20. INDUSTRIAL INSURANCE COVERAGE .....12

2.21. LAWS .....12

2.22. LICENSING, ACCREDITATION, AND REGISTRATION .....12

2.23. LIMITATION OF AUTHORITY .....12

2.24. LOCAL PUBLIC TRANSPORTATION COLLABORATION.....12

2.25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS .....13

2.26. PAY EQUITY .....13

2.27. POLITICAL ACTIVITIES .....13

2.28. PREVAILING WAGE LAW.....13

2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....13

2.30. PUBLICITY .....13

2.31. RECAPTURE.....14

2.32. RECORDS MAINTENANCE.....14

2.33. REGISTRATION WITH DEPARTMENT OF REVENUE.....14

2.34. RIGHT OF INSPECTION.....14

2.35. SAVINGS .....14

2.36. SEVERABILITY .....14

2.37. SUBCONTRACTING .....14

2.38. SURVIVAL .....15

2.39. TAXES .....15

2.40. TERMINATION FOR CAUSE .....15

2.41. TERMINATION FOR CONVENIENCE .....15

2.42. TERMINATION PROCEDURES .....15

2.43. TREATMENT OF ASSETS.....16

2.44. WAIVER.....16

ATTACHMENT A – SCOPE OF WORK .....17

ATTACHMENT B - BUDGET.....18

ATTACHMENT C – REPORTING .....20

ATTACHMENT D – BUDGET PROVISIO LANGUAGE .....21

ATTACHMENT E – SITE LIST .....22

**FACE SHEET**  
**Contract Number: #21-92201-012**  
**Washington State Department of Commerce**  
**Energy Division – Electrification of Transportation Systems Program**

<b>1. Contractor</b> Public Utility District No. 1 of Snohomish County 2320 California St Everett, WA 98201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Suzy Oversvee Senior Customer and Energy Services Program Manager 425-783-8291 seoversvee@snopud.com		<b>4. Commerce Representative</b> Forrest Watkins 360-522-3390 cef@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525	
<b>5. Contract Amount</b> \$728,780	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 09/07/2021	<b>8. End Date</b> 09/30/2025 (provided funds are re-appropriated into the next biennium)
<b>9. Federal Funds (as applicable)</b> NA		<b>10. Federal Agency</b> NA	
<b>12. Tax ID #</b> 91-6001034	<b>13. SWV #</b> SWV0027556-00	<b>14. UBI #</b> 313005741	<b>15. DUNS #</b> 41334368
<b>16. Contract Purpose</b> Install an en route induction bus charging station as a demonstration project for regional transit agencies and fleets.  COMMERCE, defined as the Department of Commerce and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Reporting, Attachment “D” - Budget Proviso Language, and Attachment “E” – Site List.			
<b>FOR CONTRACTOR</b>  <div style="background-color: red; color: black; padding: 2px; text-align: center;"><b>NOT AUTHORIZED FOR SIGNATURE</b></div> _____ Pam Baley Assistant General Manager Customer and Energy Services  _____ Date		<b>FOR COMMERCE</b>  _____ Michael Furze, Assistant Director, Energy Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b> <b>BY ASSISTANT ATTORNEY GENERAL</b> June 15, 2018 _____ Sandra Adix, Assistant Attorney General <b>SIGNATURE ON FILE</b>	



## DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds under Section 1013 of the 2018 Capital Budget (Substitute Senate Bill 6090) (Chapter 2, Laws of 2018) to provide grants to demonstrate new approaches to the electrification of transportation systems.

### CLIENT INFORMATION

Legal Name:	<b>Public Utility District No. 1 of Snohomish County</b>
Contract Number:	<b>#21-92201-012</b>
Award Year:	<b>2020</b>
State Wide Vendor Number:	<b>SWV0027556-00</b>

### PROJECT INFORMATION

Number of Sites	<b>1</b>
Project Title:	<b>Electric Bus En-Route Induction Charging Demonstration Project</b>
Project Address:	<b>3535 Riverfront Boulevard</b>
Project City:	<b>Everett</b>
Project State:	<b>Washington</b>
Project Zip Code:	<b>98201</b>

### GRANT INFORMATION

Grant Amount:	<b>\$728,780</b>
Non-State Match (1:10)	<b>\$72,780</b>
Type of Match Accepted:	<b>Cash</b>
Earliest Date for Reimbursement:	<b>09/07/2021</b>
Time of Performance:	<b>09/07/2021-09/30/2025</b>

### PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

#### **1. INSURANCE (REPLACED SPECIAL TERMS AND CONDITIONS #1.8)**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of

Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Local Government Contractors that participate in a self-Insurance program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from Commerce, the contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from Commerce, the contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to Commerce a summary of coverages and a letter of self-insurance, evidencing continued coverage under contractor’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this agreement.

**2. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.10)**

A. “Confidential information” as used in this section includes:

1. All material provided to the contractor by Commerce that is designated as “confidential” by Commerce;
2. All material produced by the contractor or any of its subcontractors that is Work Product performed under this contract or that is designated as “confidential” by contractor; and
3. All personal information in the possession of the contractor that may not be disclosed under state or federal law.

“Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The parties shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of confidential information. The parties shall use confidential information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any confidential information to any third party except (1) with the prior written consent of the party claiming confidentiality or (2) as may be required by law, except that confidential information may be disclosed to subcontractors and other agents of the contractor on a need-to-know basis. The parties shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of confidential information or violation of any state or federal laws related thereto. Upon request, the contractor shall provide Commerce with its policies and procedures on confidentiality. Commerce may require changes to such policies and procedures as they apply to this Contract whenever Commerce reasonably determines that changes are necessary to prevent unauthorized disclosures. The contractor shall make the changes within the time period specified by Commerce. Upon request, the contractor shall immediately return to Commerce any confidential information that Commerce reasonably determines has not been adequately protected by the contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. Each party shall notify the other party within five (5) working days of any unauthorized use or disclosure of any confidential information of the other party, and shall take necessary steps to mitigate the harmful effects of such use or disclosure. For the purposes of this provision, disclosures required by law shall not be deemed to be unauthorized disclosures.

**3. COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.13)**

Provided that the deliverables required under the scope of work are produced in substantial compliance with the project timeline and milestones, Commerce disclaims any ownership interest in all other materials produced under this contract, and “work product” including, without limitation, document, data, studies, surveys, drawings, maps, photographs and any objects or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks or other intellectual property developed for or

in connection with this contract, shall be exclusively owned by and be the exclusive property of contractor and/or its subcontractors (as determined between contractor and its subcontractors).

Notwithstanding the foregoing, Commerce shall have a nonexclusive, royalty-free, irrevocable license and right to translate, reproduce, sublicense on the terms set forth herein, prepare derivative works, publicly perform, and publicly display the project reports (as defined below).

“Project reports” mean the project implementation reports and other information required to be submitted by contractor to Commerce under the scope of work herein. Project reports will not contain confidential information or work product.

#### **4. PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.30)**

The Grantee will make reasonable efforts to notify Commerce of potential publicity, including but not limited to media coverage, site signage, and public events. The Grantee agrees to include references to Commerce or the Electrification of Transportation Grants Program as requested and approved by Commerce. The Grantee agrees to include Commerce or the Electrification of Transportation Grants program as a project funder. The Grantee agrees to notify and invite Commerce to any public events relating to this project, including but not limited to ground breaking ceremonies, ribbon cuttings, and public tours.

Grantee will allow Commerce to publicly share information on the project that is included in the application and contract. All other information shared will be coordinated with the Grantee, unless related to PUBLIC RECORDS ACT.

Unless addressed above, the Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

#### **5. RIGHT OF INSPECTION (REPLACES GENERAL TERMS AND CONDITIONS #2.34)**

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose. At no additional cost the capital asset(s) shall be subject to inspection by Commerce for the duration of the Time of Performance and the five (5) year minimum useful life.

#### **6. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.37)**

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **7. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.43)**

The parties do not anticipate that COMMERCE will furnish property (other than the funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by COMMERCE shall remain in COMMERCE. COMMERCE claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract
- E. If the capital asset(s) is or will be owned by an entity or entities other than the Grantee during the Time of Performance and/or the five (5) year minimum useful life of the capital asset, the Grantee must establish and maintain, for the Time of Performance and the five (5) year minimum useful life, a lease or use agreement with any such entity(ies) that guarantees the Grantee control of the capital asset(s) & the right to ensure it is used for the grant purpose. The Contractor shall submit to COMMERCE a copy of the required lease or use agreement within fifteen (15) calendar days of the start of ownership by the entity or entities other than the Grantee OR any modification of said agreement.
- F. If the property(ies) where the capital asset(s) is installed is owned by an entity or entities other than the Grantee during the Time of Performance and/or the five (5) year minimum useful life of the EVSE, the Grantee must establish and maintain, for the Time of Performance and the five (5) year minimum useful life, a lease or use agreement with any such entity(ies) that guarantees the Grantee control of the capital asset & the right to ensure it is used for the grant purpose. The Contractor shall submit to COMMERCE a copy of the required lease or use agreement within fifteen (15) calendar days of the installation of the equipment OR any modification of said agreement.
- G. The Grantee shall ensure that the capital asset(s) is used for the grant purpose for the Time of Performance and the five (5) year minimum useful life.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL STATE FUNDS**

**1.1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

The Grantee and COMMERCE will notify the other party in writing of any of the contact information changes at any time.

**1.2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the Contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**1.3. CHANGES TO SCOPE OF WORK**

All changes to the scope of work must be approved by COMMERCE prior to construction. In the event that a change to the Scope of Work occurs that would have changed the outcome of the application, COMMERCE reserves the right to reevaluate the project based on the original criteria outlined in the Notice of Funding Opportunity. Revisions that fail to meet the same criteria as the original application may lose grant funds, in part or in whole. If the revised project is no longer eligible for funding, the Grantee agrees to repay grant funds as requested by COMMERCE.

**1.4. MATCH**

If the Grantee fails to provide the agreed to match, including resulting from a change in project costs to the Grantee, COMMERCE reserves the right to reduce the award amount to maintain the agreed to match requirements.

**1.5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of the applicable deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more than once per month.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and amount of funds requested. The invoice shall include the Grant Number referenced on the Contract Face Sheet.

The Grantee is required to maintain documentation to support invoiced costs and cost share obligations. The Grantee shall make these documents available to COMMERCE if requested.

COMMERCE will pay Grantee the amounts set forth in Attachment B upon full completion of each Milestone. Upon full completion of each Milestone, Grantee will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event that Deliverables of a Milestone is delayed due to circumstances outside Grantee's control, COMMERCE may, in its sole discretion, reasonably negotiate with Grantee regarding paying for the Milestone Deliverables that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the account designated by the Grantee, as associated with the State Wide Vendor Number.

## **SPECIAL TERMS AND CONDITIONS CAPITAL STATE FUNDS**

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### **Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **1.6. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## **1.7. HISTORIC OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## SPECIAL TERMS AND CONDITIONS CAPITAL STATE FUNDS

### 1.8. INSURANCE

This section is superseded by Program Specific Terms and Conditions #1.

~~The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Contract.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.~~

~~The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:~~

~~**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.~~

### 1.9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Current Washington State Capital Budget Proviso language (See Attachment D)
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Budget Proviso Language
- Attachment E – Site List

**GENERAL TERMS AND CONDITIONS  
CAPITAL STATE FUNDS**

**2.1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2.2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

**2.3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**2.4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**2.5. AMERICANS WITH DISABILITY ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**2.6. APPROVAL**

This Contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**2.7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.



## 2.8. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## 2.9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## 2.10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

This section is superseded by Program Specific Terms and Conditions #2.

### A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. ~~The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.~~

C. ~~Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.~~

## 2.11. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 2.12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Electrification of Transportation Systems Grants Program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

In the event this Contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Contract by the Grantee. The rights and remedies

of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

### **2.13. COPYRIGHT**

This section is superseded by Program Specific Terms and Conditions #3.

~~Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.~~

~~"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.~~

~~For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.~~

~~The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.~~

### **2.14. DISALLOWED COSTS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **2.15. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.16. DUPLICATE PAYMENTS**

The Grantee certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## **2.17. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **2.18. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any subcontractor's performance or failure to perform the Contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **2.20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **2.21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **2.22. LICENSING, ACCREDITATION, AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Contract.

## **2.23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.24. LOCAL PUBLIC TRANSPORTATION COLLABORATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

## **2.26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

## **2.27. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **2.28. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

## **2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **2.30. PUBLICITY**

This section is superseded by Program Specific Terms and Conditions #4.

~~The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.~~

### **2.31. RECAPTURE**

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

### **2.32. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **2.33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

### **2.34. RIGHT OF INSPECTION**

This section is superseded by Program Specific Terms and Conditions #5.

~~At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.~~

### **2.35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **2.36. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

### **2.37. SUBCONTRACTING**

This section is superseded by Program Specific Terms and Conditions #6.

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.~~

~~In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

## **2.38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **2.39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

## **2.40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **2.41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **2.42. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

#### **2.43. TREATMENT OF ASSETS**

This section is superseded by Program Specific Terms and Conditions #7.

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

#### **2.44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## ATTACHMENT A – SCOPE OF WORK

### Purpose:

Snohomish Public Utility District (PUD) will partner with Everett Transit (ET) to install an en-route inductive charging station as a demonstration project for the ET service area, and other regional transit agencies and fleets. This project supports strategic objectives of the PUD's Electric Transportation Plan, and the City of Everett's (City) Climate Action Plan.

Project goals include:

- 1) Successfully install one in-ground inductive electric bus charger to be in service for a minimum of five years and fully utilized by ET buses upon installation;
- 2) Extend daily electric bus utilization from a current rate of 80% to 100% to equate to diesel-bus utilization; and
- 3) Evaluate and implement load management strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies.

ET's next purchase of electric buses is planned for 2022 and will include nine buses with inductive charging capability, so buses stay in service all day. This proposed project will provide en-route charging capability during bus layovers at Eclipse Mill Park. On any given day two to three inductive charging buses would be assigned to this route, six to seven days a week. This project will serve as a demonstration site for future en-route charging projects in ET and PUD service areas.

The project will be integrated into outreach and education associated with the City of Everett Climate Action Plan and existing PUD educational programming. PUD will partner with ET to install educational signage at the charging site. Through ET's relationship with the Imagine Children's Museum in Everett, lessons will be added on inductive charging to the museum's EV curriculum.

ET's commitment to expanding its electrified bus fleet and collaborating with the PUD will increase PUD's knowledge of charging infrastructure and drive customer process improvements for both municipal and commercial fleets charging needs. This project will inform other public transit system's electrification expansion while supporting the PUD in meeting charging infrastructure needs.

Specifically, the PUD plans to gain experience from this project to understand:

- Capacity and demand impacts due to en-route fast-charging of buses compared to conventional depot charging. These impacts will be evaluated at the resource, transmission and feeder level of the system.
- Opportunities for load management; and
- If current rate structures are compatible with en-route induction charging patterns, including a new PUD Time of Day rate for which ET is a pilot participant.

The PUD plans to work with ET to deploy the following load management approaches for this project:

- Load shifting away from peak load times.
- Utilizing a Time of Day rate or other rate structure to incentivize load shifting and/or mitigate for excessive demand charges.

Major Components		
Quantity	Description	Site(s) Affected
1	In-ground inductive electric bus charger	Eclipse Mill Park

### Description of Miscellaneous Major Cost Items

In-ground inductive electric bus charger consists of transformer, switch gear, charging cabinet, and charging system (pads).

### Project Siting

The project will be located at the new Eclipse Mill Park, 3535 Riverfront Boulevard Everett, WA 98201. The site is adjacent to a highly impacted community and sensitive waterway, the Snohomish River. 250 income-qualified housing units are planned in the adjacent community. The Waterfront-Riverfront route serves a highly vulnerable community, with 20% of the population residing within ¼ mile of the route falling below the federal poverty level. The Riverfront site is a former landfill and the site of the historic 1984 Everett tire fire. This innovative charging system aligns with this neighborhoods' environmental and socioeconomic revitalization by powering ET's buses with clean reliable energy. The site was identified as a bus zone during the design phase of the Riverfront development project. City staff was informed of the potential for inductive charging and included as an option in the master plan.



**ATTACHMENT B - BUDGET**

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
<b>A</b>	<b>Project Development and Confirmation</b>					
	Contract Agreement with Everett Transit	Executed Interlocal Agreement	Q3 '21	0.0%		\$0
	Project Plan	Overview document	Q4 '21	0.3%		\$2,500
	Procurement Plan	Report document	Q4 '21	0.3%		\$2,500
	Risk Plan	Report document	Q4 '21	0.3%		\$2,500
	Load Management Plan	Report document	Q4 '21	0.8%		\$5,500
			<b>Activity A Subtotal</b>	<b>1.8%</b>	<b>\$8,000</b>	<b>\$13,000</b>
<b>B</b>	<b>Engineering Design</b>					
	EVSE System	Procurement technical specs	Q1 '22	0.5%		\$4,000
	Electrical design	100% design submittal	Q1 '22	4.4%		\$32,250
	Project schedule	MS Project Report or similar	Q1 '22	0.6%		\$4,500
	Civil design and permitting	100% design submittal	Q1 '22	5.8%		\$42,420
			<b>Activity B Subtotal</b>	<b>11.4%</b>	<b>\$8,000</b>	<b>\$83,170</b>
<b>C</b>	<b>Contracting &amp; Procurement</b>					
	Civil work	Copy of award letter and contract	Q2 '22	1.1%		\$8,000
	EVSE Supply and Installation	Copy of award letter and contract	Q2 '22	1.1%		\$8,000
	EVSE Signage Design & Contract	Copy of contract & design	Q2 '22	0.5%		\$4,000
			<b>Activity C Subtotal</b>	<b>2.7%</b>	<b>\$8,000</b>	<b>\$20,000</b>
<b>D</b>	<b>Equipment Delivery, Installation &amp; Construction</b>					
	Site preparation/Civil work	Substantial completion of contract	Q4 '22	32.7%		\$238,500
	EVSE installation	System delivered and installed	Q4 '22	33.2%		\$242,000
	EVSE Signage installation	Signage delivered and installed	Q4 '22	1.7%		\$12,170
			<b>Activity D Subtotal</b>	<b>67.6%</b>	<b>\$11,871</b>	<b>\$492,670</b>
<b>E</b>	<b>Contingency</b>					
	Contingency	Approved Change Order	Q4 '22	5.7%	\$4,129	\$41,290
			<b>Activity E Subtotal</b>	<b>5.7%</b>	<b>\$4,129</b>	<b>\$41,290</b>
<b>F</b>	<b>Systems Integration &amp; Commissioning</b>					
	EVSE commissioning	Certified SAT report	Q1 '23	2.2%		\$15,910
	Load Management technology integration	System integration report	Q1 '23	2.0%		\$14,576
			<b>Activity F Subtotal</b>	<b>4.2%</b>	<b>\$8,000</b>	<b>\$30,486</b>
<b>G</b>	<b>Analytics &amp; Monitoring</b>					
	Utilization data monitoring	Charger status and usage reports	Q3 '24	2.5%		\$18,000
	Maintenance Plan	Operation and Maintenance Training and Manuals	Q3 '24	2.5%		\$18,000
	Load Management data analytics	Load Management reports	Q3 '24	1.7%		\$12,164
			<b>Activity G Subtotal</b>	<b>6.6%</b>	<b>\$24,878</b>	<b>\$48,164</b>
			<b>Budget Total</b>	<b>100.0%</b>	<b>\$72,878</b>	<b>\$728,780</b>

Milestone	Project Activity and Task	Key Deliverable(s)	Deliverable Description
<b>A</b>	<b>Project Development and Confirmation</b>		
	Project Plan	Overview document	Executive summary and project plan.
	Procurement Plan	Report document	Report describing the procurement plan.
	Risk Plan	Report document	Report describing the risk management plan.
	Load Management Plan	Overview document	Documentation of load management strategy including applicable technology and methodology to be utilized, and expected data to be collected.
<b>B</b>	<b>Engineering Design</b>		
	EVSE System	Procurement technical specs	Final equipment technical specifications for procurement of EVSE supplies and installation services.
	Electrical design	100% design submittal	Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package.
	Project schedule	MS Project Report or similar	MS Project Report or similar report detailing anticipated project schedule.
	Civil design and permitting	100% design submittal	Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package.
<b>C</b>	<b>Contracting &amp; Procurement</b>		
	Civil work	Copy of award letter and contract	Contract award letter, contract summary and Notice to Proceed.
	EVSE Supply and Installation	Copy of award letter and contract	Contract award letter, contract summary and Notice to Proceed.
	EVSE Signage Design & Contract	Copy of contract & design	Copy of proposed signage design and printing invoice and/or contract
<b>D</b>	<b>Equipment Delivery, Installation &amp; Construction</b>		
	Site preparation/Civil work	Substantial completion of contract	Project construction schedule status update and Letter of Confirmation to (sub)contractor stating site preparation and civil work is "substantially complete".
	EVSE installation	System delivered and installed	Project construction schedule, Bill-of-material and delivery dates with status memo.
	EVSE Signage installation	Signage delivered and installed	Photos of installed signage and summary report.
	Change Order	Change order management plan	COMP will include roles, authority, approval and communication plans.
<b>E</b>	<b>Contingency</b>		
	Contingency	Approved Change Order	Grantee will submit a change order approved by themselves. The total cost from contingency and justification must be included. Change must be approved by Commerce to be eligible for funding. Upon approval, Commerce will issue payment for up to 90.9% of the cost of the change order, up to \$41,290.
<b>F</b>	<b>Systems Integration &amp; Commissioning</b>		
	EVSE commissioning	Certified SAT report	Letter of Confirmation to (sub)contractor EVSE System Acceptance Test complete with copy of Certified Acceptance Test.
	Load Management technology integration	System integration report	Report confirming that load management technology integration is complete.
<b>G</b>	<b>Analytics &amp; Monitoring</b>		
	Utilization data monitoring	Charger status and usage reports	Vendor to provide cloud based portal for data access and reporting, aggregated usage data from first six months' use submitted to Commerce.
	Maintenance Plan	Operation and Maintenance Training and Manuals	Vendor to provide training and manuals for operation and maintenance.
	Load Management data analytics	Load Management reports	Report summarizing load management impact.

## ATTACHMENT C – REPORTING

The Contractor must provide quarterly written reports and host regular (monthly or quarterly) meetings with Commerce for project update purposes. Regular meetings should cover current status of the project and any barriers that may affect the project schedule.

The Contractor shall issue a quarterly report to Commerce, no later than 15 days after the end of each quarter, describing the project activity that occurred during the quarter. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Quarterly updated budget projections for project expenditures;
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;

Once construction is complete and the project is online, all EVSE data affiliated with EVSE status and its use will be available to Commerce upon request. Commerce reserves the right to specify the form and manner in which the data is provided. At a minimum, this must include:

1. Address where each EVSE is located;
2. Zip code of each EVSE;
3. Port type of each EVSE;
4. The number of unique charging events by month;
5. The average duration of each charging event by month;
6. The kilowatt hours delivered by each EVSE at each project site by month; and
7. Downtime at each EVSE at each project site by month where monitored.

Upon Milestone A completion, the Contractor will submit an initial fact sheet. The Contractor will update and finalize this fact sheet prior to the submission of the final invoice. Commerce may request the fact sheet be updated between initial and final fact sheet as conditions warrant.

If the capital asset(s) and/or property(ies) where the capital asset(s) is installed would be owned by an entity or entities other than the Grantee during the Time of Performance and/or the five (5) year minimum useful life of the capital asset, the following additional reporting requirements apply for the duration of the five (5) year minimum useful life:

- Once per biennium: submit a current photograph of the capital asset(s).
- Once per biennium: submit a certified statement that the capital asset(s) has been used for the grant purpose over the course of the intervening year, and reporting the following data to support this assertion:
  - The number of unique charging events for each EVSE by month;
  - The average duration of each charging event for each EVSE by month;
  - The kilowatt hours delivered by each EVSE at each project site by month; and
  - Downtime at each EVSE at each project site by month where monitored.

## ATTACHMENT D – BUDGET PROVISIO LANGUAGE

### 2018 Enacted Supplemental Capital Budget

Section 1013 of Substitute Senate Bill 6090

Electrification of Transportation Systems Grants (30000881)

The appropriations in this section are subject to the following conditions and limitations:

- (6) \$7,900,000 of the state building construction account and \$3,100,000 of the energy efficiency account are provided solely for grants to demonstrate new approaches to electrification of transportation systems.
- (a) Projects must be implemented by local governments, or by public and private electrical utilities that serve retail customers in the state. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department of commerce must coordinate with other electrification programs, including projects the department of transportation is developing and projects funded by the Volkswagen consent decree, to determine the most effective distribution of the systems.
- (b) Priorities must be given to eligible technologies that reduce the top two hundred hours of demand and the demand side.
- (d) Eligible technologies for these projects include, but are not limited to:
  - (i) Electric vehicle and transportation system charging and open source control infrastructure, including inductive charging systems;
  - (ii) Electric vehicle sharing in low-income, multi-unit housing communities in urban areas;
  - (iii) Grid-related vehicle electrification, connecting vehicle fleets to grid operations, including school and transit buses;
  - (iv) Electric vehicle fleet management tools with open source software;
  - (v) Maritime electrification, such as electric ferries, water taxis, and shore power infrastructure.

## ATTACHMENT E – SITE LIST

List of Sites (Attachment to the Contract)

<b>Site #</b>	<b>Site Name</b>	<b>Site Address</b>	<b>City</b>	<b>Zip</b>
1	Electric Bus En-Route Induction Charging Demonstration Project	3535 Riverfront Boulevard	Everett	98201

## EXHIBIT B – TECHNICAL SPECIFICATIONS

### **Project Requirement**

The project will install one, fully automatic wireless inductive charging system rated at 300kW.

Per Project Requirement 1) in section 1.3 of the RFA, a dual-plug connector EVSE would not be applicable nor meet the needs of Everett Transit for en-route electric bus charging.

### **Minimum Equipment Specifications for Resonant Magnetic Induction System**

1. EVSE hardware shall be at least open charge point protocol (OCPP) 1.6J compliant.
  - a. EVSE shall be capable of limiting power based on Smart Charging commands from OCPP Central System.
2. EVSE shall be certified by the Underwriters Laboratories, Inc., ETL listed or an equivalent certification.
3. EVSE shall be certified to operate outdoors and in extreme weather conditions.
4. EVSE shall be composed of modular wireless charging pads and capable of operating up to 75kW per charging pad and up to 300kW as a system of four charging pads.
5. EVSE shall be capable of operating seamlessly using any number of available charging pads installed. If using a single charging pad in one location and four charging pads in another location system shall operate at optimal power levels.
6. EVSE must be capable of operating automatically where driver actuation is not required. If the vehicle is properly aligned and the vehicle is secured the system shall automatically initiate the charge.
7. EVSE must have charging pads that are flush mount “in-ground” for on-route charging.
8. The EVSE hardware shall be commercially available in Washington State.
9. The EVSE shall have a minimum lifespan of 5 years.
10. The EVSE shall have a minimum warranty of three years.
11. EVSE equipment shall have the capability of remotely monitoring performance metrics for warranty analysis.
12. EVSE equipment shall have the capacity to accurately record and produce the following data:
  - a. The number of unique charging events by month
  - b. The average duration of each charging event by month
  - c. The kilowatt hours delivered by each EVSE at each project site by month
  - d. Downtime at each EVSE at each project site by month where monitored
  - e. Capture data on the supply side as well as on the vehicle side.

## Sample Performance Specifications

Requirement	Specification
Input Power	
Frequency	60 Hz
Voltage	480VAC +/- 10%
Input	3 Phase 4 Wire Solidly Grounded Wye
System Current	Four 100 Amp, 3 Phase Systems
Auxiliary Load Current	One 20A, 2 Phase System
SCCR	10kA
System Power	300 kW
Logging	Remote to central server
Type of power transfer	Inductive
Air gap	100mm - 175mm
Magnetic pad size	500mm
Number of charging pads	4
Misalignment Tolerance	125mm (in any one direction)
Nominal Power Transfer Frequency	85 kHz

