



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 ☐ Phone (360) 473-5280

WEDNESDAY, MARCH 27, 2024
CITY COUNCIL HYBRID STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to City.Council@ci.bremerton.wa.us. Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **April 3, 2024** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:
<https://bremertonwagov.zoom.us/j/8738266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#*
- *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833*
Webinar ID: 873 1826 6756
Passcode: 857582

A. INFORMATION ONLY

1. Affordable Housing & Shelter Update – Tony Ives, Kitsap Community Resources; Jill Stanton, Bremerton Housing Authority; Monica Bernhard, Kitsap Mental Health Services; and Joe Crain, St. Vincent de Paul

B. BRIEFINGS ON AGENDA BILL ITEMS

1. Confirm Reappointment of Holly James to the Civil Service Commission
2. Street Lighting Conservation Grant Agreement with Puget Sound Energy for LED Retrofit Phase 1
3. Acceptance of Department of Commerce Local & Community Projects Program Grant and Agreement for the Admiral Theatre Facility Improvements Project; and Budget Adjustment
4. Goods & Services Agreement with Cummins, Inc for Emergency Power Generation Equipment at multiple City water supply sites
5. Warren Avenue Bridge Multimodal Improvements Project Preferred Alternative
Opportunity for Public Comment on April 3...
6. 2024-2025 City Council Goals & Priorities *Continued from March 13, 2024 Study Session...*

C. GENERAL COUNCIL BUSINESS

1. Diversity, Equity, & Inclusion Program Status Update – Legal
2. ~~Action Steps for 2024 – 2025 Council Goals & Priorities Discussion – Council President Jennifer Chamberlin~~ **Postponed**

Continued on next page...



Americans with Disabilities Act accommodations provided upon request. Those requiring special accommodations should contact the City Clerk's Office at (360) 473-5323 at least 24 hours prior to the meeting.

3. Public Works Committee Briefing (*Last Meeting 3/19/2024*) – Chair Jane Rebelowski
4. Audit Committee Briefing (*Last Meeting 3/25/2024*) – Chair Anna Mockler
5. Finance, Investment, & Parking Committee Briefing (*Last Meeting 3/26/2024*) – Chair Michael Goodnow
6. Regional and Other Committee/Board Briefings
7. Other General Council Business (*As necessary, and as time allows...*)

D. ADJOURNMENT OF STUDY SESSION

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT: Confirm Reappointment of
Holly James to the Civil Service
Commission

Study Session Date: March 27, 2024
COUNCIL MEETING Date: April 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the reappointment of Holly James to the Civil Service Commission. The term expired February 15, 2024.

ATTACHMENTS: Application to the committee is available in the Mayor's Office.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the reappointment of Holly James to the Civil Service Commission for the term expiring April 3, 2027.

COUNCIL ACTION: Approve Deny Table Continue No Action



Application For City Boards/ Commissions/ Committee – Mayor Appointed

(Please type or print clearly)

Date: March 5, 2024

Name: Holly Ann James Home Phone: (360)
FIRST MIDDLE LAST

Home Address: Bremerton, WA 98310
NUMBER STREET CITY STATE ZIP

Occupation: SR VP of Housing Division Employer: Peninsula Alliance

Work Address: 400 Warren Avenue Suite 305 Bremerton WA 98337
NUMBER STREET CITY STATE ZIP

Work Phone: () Fax: () E-Mail: holly@hollyjames.com or hjames@penarc.org

Education: 2 years college plus Certified Project Manager, and Microsoft Server Engineer Certification

Local References (names and phone numbers):
Chris Tibbs, CEO Peninsula Services 360-850-8034
Beverly Kincaid, Sound Grants 360-509-3547
Kim Bushnell,m Peninsula Alliance 360-3406965

I am interested in serving (please check one or more):

- | | |
|--|---|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Community Development Block Grant Advisory Board |
| <input checked="" type="checkbox"/> Bremerton Housing Authority | <input type="checkbox"/> Public Access Citizens Advisory Committee |
| <input checked="" type="checkbox"/> Civil Service Commission (18 yrs. and older) | <input type="checkbox"/> Citizen’s Commission on Council Salaries |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> ADA Committee |
| <input type="checkbox"/> Parks & Recreation Commission | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Tree Committee | <input type="checkbox"/> Planning Commission (18 yrs. or older) |
| | <input type="checkbox"/> Other : _____ |

How long have you lived in Bremerton? Since 1994

Is this an application for reappointment? Yes

If yes, how many years have you served on this commission/committee? 21 years

Why are you applying for this appointment?

I believe in volunteering in my community to make a difference.
I believe in being fair and just which is so important on the Civil Service Commission.

Which of your personal and/or professional interests prompted you to apply for this appointment?

I have served on the Civil Service Commission for 21 years and 19 years as Chairman.

Have you ever served on any other Bremerton Board, Commission, Committee or Task Force? If yes, please list:

Lodging Tax Advisory Committee

Please list your qualifications for this appointment (include skills, activities, training, education):

See Attached

What are your community interests (committees, organizations, special activities)?

See Attached.

Please list any accommodations you need to perform volunteer duties:

None

We welcome your willingness to serve Bremerton. For more information on the above, please contact the Mayor's Office at (360) 473-5266, FAX (360) 473-5883 or via email at jennifer.hayes@ci.bremerton.wa.us. For inquiries on City Council applications for the Audit Committee and Race Equity Advisory Committee (REAC), please see the form "*City Boards/Commissions/Committees – City Council Appointed*" or contact the City Council office at (360) 360-473-5280 or email City.Council@ci.bremerton.wa.us.

Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.

Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

Please list your qualifications for this appointment (include skills, activities, training, education):

Summary of Qualifications

- Ability to bring diverse groups together for a common goal.
- Over 25 years, business and nonprofit senior-level leadership.
- Specializing in nonprofits; small businesses; start-ups, business and nonprofit expansions.
- Proficient in financial analysis, budget development and oversight, industry research, strategic planning and business plan development.
- Possesses skills in strong administration and decision making, donor and membership recruitment and retention, special event planning and fund development/sponsorships, and capital campaigns.
- Experience in preparation of fund and media development communications and content.
- Broad grant research experience and successful grant writer.
- Certified Project Manager.
- Numerous professional trainings in all aspects of nonprofit leadership, management, program evaluation, and other relevant topics.
- Spokesperson and champion for business community

What are your community interests (committees, organizations, special activities)?

Memberships, Affiliations and Awards

June 2021 Award: Melvin Jones “International Humanitarian Award”

James was awarded the **2012 Woman of Achievement YWCA** award and **2020 Woman of the Year** in addition to many board and committee appointments in her career,

James currently is a current and past board member for the following organizations:

- Past Board President of Peninsula Services,
- Chairman of the City of Bremerton Civil Service Commission for 20 years,
- Bremerton Central Lion’s Vice President,
- Board Secretary for Marine Transportation Association of Kitsap County,
- Kitsap County Solid Waste Advisory Committee.
- Past President of Kitsap Community Agricultural Alliance,
- Past President for Bremerton Symphony Association,
- Past President Manette Business Association.
- Past President of Soroptimist of Greater Bremerton
- Past Vice President of American Red Cross.

James belongs to the following organizations: Bremerton Central Lions, Soroptimist of Greater Bremerton, Bremerton Symphony League, Downtown Bremerton Association; Kitsap Historical Society, PEO Chapter CG, Washington State Recycling Association; Solid Waste Advisory of Kitsap County; and National Association of Information Destruction.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT:

Street Lighting Conservation Grant
Agreement with Puget Sound Energy for
LED Retrofit Phase 1

Study Session Date:	<u>March 27, 2024</u>
COUNCIL MEETING Date:	<u>April 3, 2024</u>
Department:	<u>Public Works</u>
Presenter:	<u>G. Akramoff</u>
Phone:	<u>(360) 473-5333</u>

SUMMARY:

In 2022 Puget Sound Energy (PSE) and the City of Bremerton entered into an agreement for PSE to convert streetlights to LED lighting for the entire City. The project was broken into fifteen phases and originally planned to take up to fifteen years to complete. Due to a change in the Tariff agreement with PSE the costs have dramatically reduced.

This grant agreement is for Phase one which was completed in late 2023. The invoice from PSE for the project in phase one was \$15,023.47. The grant will pay \$11,725 for a net cost to the City of \$3,298.53 for 84 lights or a cost of \$39.27 per light, which is much less than the assumed cost of \$143/light. Due to the reduced cost per light the payback timeline is reduced significantly as presented in the attached program cost summary.

Phases two, three and four are expected to be completed in 2024.

ATTACHMENTS:

Street Lighting Conservation Grant Agreement #1 Project P1408177
Project Phase Spreadsheet
Project Map

FISCAL IMPACTS (Include Budgeted Amount): City of Bremerton funded amount is \$70,000 per year from the Trans Cap funds that have been set aside for the project. Phase one was completed for \$15,023.47 and the grant will reimburse \$11,725 for a net cost of \$3,298.53.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Conservation Grant Agreement from Puget Sound Energy; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve Deny Table Continue No Action



Conservation Program: **Business Lighting**
 Agreement No.: **1**
 Project No.: **P1408177**

STREET LIGHTING CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 9 day of January, 2024, by and between **PUGET SOUND ENERGY** (“PSE”) and **CITY OF BREMERTON** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 345 6TH ST, STE 100, BREMERTON, WA 98337 - CITY OF BREMERTON PHASE 1 - POLE SERVICES** (*Please note: meter location/address may differ from the site mailing address*). PSE Pole Services will, on behalf of the Participant, install, implement, purchase, or finance the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1.	Lighting - Custom	20	\$11,725	\$11,725
	TOTAL (includes sales tax)		\$11,725	\$11,725

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Upon the execution by all parties and PSE's receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation and confirmation by PSE of the Conservation Measures, an amount equal to the Eligible Conservation Grant ("the Grant") set forth in Attachment C.

The parties agree that the Conservation Measures must be installed and the Grant paid **within 12 months** for projects saving less than 100,000 kWh or **24 months** for projects saving 100,000 kWh or more of the signing of this Conservation Grant Agreement. Savings are shown on Attachment C-Lighting Installations.

If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C-Lighting Installations, PSE may decrease pro rata the amount of the Grant. The Participant shall be responsible for paying any amount in excess of the amount of the Grant.

4. **RESERVED.**
5. **Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life, reasonable access to and inspection of the Conservation Measures installed therein before, during and/or after implementation.
6. **Release.** Participant releases PSE Energy Efficiency Services from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:
http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



Conservation Program: **Business Lighting**
Agreement No.: **1**
Project No.: **P1408177**

PUGET SOUND ENERGY

PARTICIPANT
CITY OF BREMERTON

By: Michael Lane 
By Michael Lane at 7:15 am, Jan 09, 2024

By: _____

Name: Michael Lane

Print Name: _____

Title: Supv Energy Mgmt. Engineering

Title: _____

Federal Tax I.D. No.: _____

STREET LIGHTING ATTACHMENT C TO CONSERVATION GRANT AGREEMENT

Conservation Measure(s) shall consist of the following:

In CITY OF BREMERTON PHASE 1 - POLE SERVICES Location:

This project shall implement the Street Lighting project defined in the attached “Grant Attachment C - Lighting Installations” of the PSE Business Lighting Incentive Program Application.

At a minimum the project shall follow these specifications:

- LED Fixtures and Lamps: All Fixtures and Lamps must be UL or ETL listed, have a Power Factor 90% or greater, and have a Manufacturer’s Warranty of five years or greater. Data shall be listed on the required manufacturer’s specification sheet and the sheet shall include the Total Input watts (LED module plus driver) of the fixture or lamp.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant’s hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant’s needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer I.D. Number (“W-9”).
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify): _____

STREET LIGHTING ATTACHMENT C TO CONSERVATION GRANT AGREEMENT

Conservation Measure(s) shall be verified as follows prior to Grant payment:

PSE shall conduct the following as the verification process:

1. PSE reserves the right to conduct a final site visit for verification of completion of project.
2. Projects may require additional back-up documentation as requested by PSE Representative.
3. Projects installed by Pole Services will be verified using PSE billing records.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Estimated PSE Incentive

\$11,722

Pole Services Installation Charge

\$11,722

Customer / Payee Info
 City of Bremerton
 Glenn Akramoff
 Email (REQ) Glenn.Akramoff@ci.bremerton.wa.us
 Phone (REQ) 360-473-5231
 Tax ID

Project Info
 City of Bremerton Phase 1 - Pole Services
 PSE Account # (REQ) 200-012-201-501
 Address (REQ) Various Locations
 City (REQ) Bremerton
 State WA Zip (REQ) 98310
 Pole Services W/O # (40) 112-1695

Rate Schedule Sch 5x
 Existing fixture 50,841 kWh
 New fixture 18,232 kWh
 Fixture savings 32,609 kWh
 Control savings 4,923 kWh
TOTAL SAVINGS 37,531 kWh

Location	Lighting Fixture / Lamp				Project Info				Controls				Total Savings and Cost				Notes
	Qty	Lamp / Fixture	Description	Cost Each	Watts	kW	kWh	Qty	Control	Cost Each	Your save kWh	Saved kWh	Final kWh	kWh	Cost		
1 Various	Exist	High Pressure Sodium	HPS 100W		120	7.20	30,240	60	Exterior Photo Control		0%	0	30,240				
	New	Pole Services	Street Light	\$113	39	2.34	9,828	60	Advanced Exterior Control	\$0	27%	2,654	7,174	23,066	\$6,780		
2 Various	Exist	High Pressure Sodium	HPS 150W		170	2.21	9,282	13	Exterior Photo Control		0%	0	9,282				
	New	Pole Services	Street Light	\$183	71	0.92	3,877	13	Advanced Exterior Control	\$0	27%	1,047	2,830	6,452	\$2,379		
3 Various	Exist	High Pressure Sodium	HPS 200W		245	2.70	11,319	11	Exterior Photo Control		0%	0	11,319				
	New	Pole Services	Street Light	\$233	98	1.08	4,528	11	Advanced Exterior Control	\$0	27%	1,222	3,305	8,014	\$2,563		
4	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
5	Missing Info				39	0.00	0	0			0%	0	0	0	\$0		
6	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
7	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
8	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
9	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
10	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
11	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
12	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		
13	Missing Info				0	0.00	0	0			0%	0	0	0	\$0		

LED CONVERSION PROGRAM COST

Phase	CONVERSION COST PER PHASE						SAVINGS PER PHASE				
	Conversion Year	Installation Cost	Grant Amount	Net Cost	No. of Fixtures	Ave Cost per Fixture	HPS Tariff (per month ¹)	LED Tariff (per month ¹)	Annual Savings	Months to Break-even	kWh Savings per Yr
1	2023	\$15,023	\$11,725	\$3,298	84	\$39.26	\$1,584	\$968	\$7,396	5.4	37,531
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											

- Notes: (1) Phases include different types of light fixtures, with varying energy usage and monthly tariff costs. The HPS and LED Tariff cost per month is the total for all fixtures in that Phase.
- (2) PSE Grant offer is established at the completion of each Phase, and may vary over time. Tracking by Phase ensures program goals continue to be met should future grant awards reduce.
- (3) kWh savings per year presented for interest. Annual savings is based on Tariffs paid

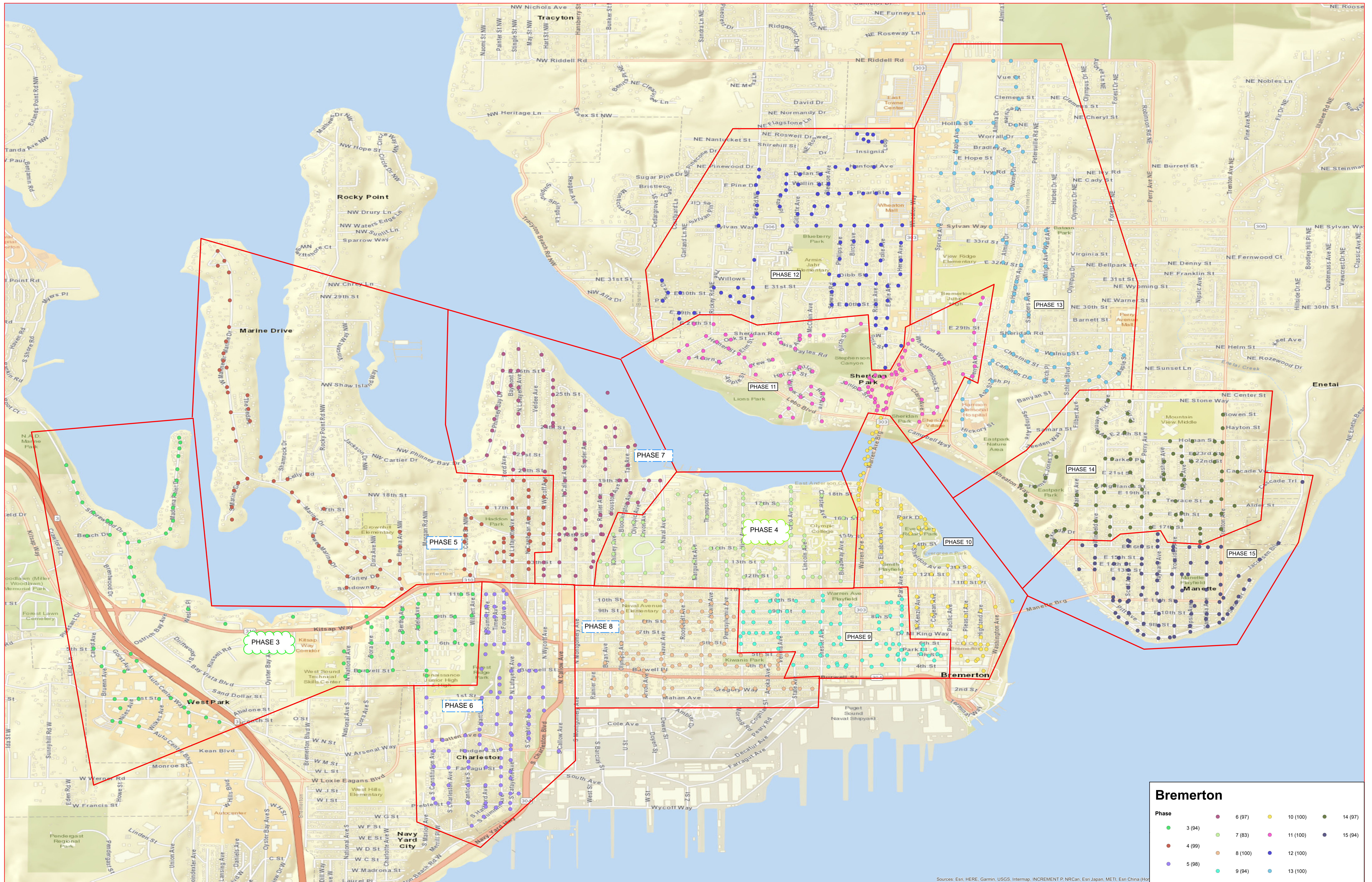
PHASE 1

HPS

	Quantity	Description	Tariff	Monthly Tariff Cost	Monthly HPS Cost	Description
	60	100W	53	\$17.53	\$1,051.80	39W LED
	13	150W	53	\$20.55	\$267.15	71W LED
	11	200W	53	\$24.12	\$265.32	98W LED
Total	84				\$1,584.27	
Average monthly cost per lamp					\$18.86	

LED

Tariff	Monthly cost/lamp	Monthly LED Cost
53 Smart LED	\$10.49	\$629.40
53 Smart LED	\$13.03	\$169.39
53 Smart LED	\$15.38	\$169.18
		\$967.97
		\$11.52



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Ho...

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

SUBJECT:

Acceptance of Department of Commerce
Local & Community Projects Program Grant
and Agreement for the Admiral Theatre
Facility Improvements Project; and Budget
Adjustment

Study Session Date:	<u>March 27, 2024</u>
COUNCIL MEETING Date:	<u>April 3, 2024</u>
Department:	<u>PW&U</u>
Presenter:	<u>Matt Donleycott</u>
Phone:	<u>(360) 473-2316</u>

SUMMARY:

Bremerton Public Works and Utilities applied for and received a grant award from the Washington State Department of Commerce for \$165,000.00 to fund the Admiral Theatre Facility Improvements Project. The improvements include Lighting, Life Safety, plumbing/fixtures, weatherization, and other building system Improvements.

ATTACHMENTS:

- 1) Grant award letter
- 2) Grant contract to City of Bremerton through the local and community projects program

FISCAL IMPACTS (Include Budgeted Amount):

No fiscal impact to the City as this project is 100% grant funded. A budget adjustment of \$165,000 is required in the 2024 Facilities capital expenditures budget with an offsetting grant revenue budget adjustment, resulting in a net zero fiscal impact.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to amend the 2024 Facilities budget to accept the \$165,000 Local and Community Project Program grant from the Washington State Department of Commerce for the Admiral Theatre Facility Improvements project; and budget for 2024 Facilities capital expenditures in the same amount; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 3, 2023

Chris Mottner
City of Bremerton
100 Oyster Bay Avenue N.
Bremerton, WA 98312

Dear Chris:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$165,000 for the Admiral Theatre Facility Improvements (Bremerton) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$160,050.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience. Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Sarah Alway, at (360)725-2978 or sarah.alway@commerce.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director
Local Government Division



Grant to

City of Bremerton

through

The 2024 Local and Community Projects Program

For

Admiral Theatre Facility Improvements (Bremerton)

Start date: 7/1/2023

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FACE SHEET

Grant Number: 24-96647-004

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit**

1. GRANTEE City of Bremerton 345 – 6 th Street Bremerton, Washington 98337		2. GRANTEE Doing Business As (optional) _____ _____					
3. Grantee Representative Matt Donleycott Internal Services Manager 360-473-2316 Matt.Donleycott@ci.bremerton.wa.us		4. COMMERCE Representative Sarah Alway Project Manager 360-725-2978 sarah.alway@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 					
5. Grant Amount \$160,050.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2023	8. End Date 6/30/2027, contingent on reappropriation, 6/30/2025 if funds are not reappropriated				
9. Federal Funds (as applicable) N/A		<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><u>Federal Agency</u></td> <td style="text-align: center; border: none;"><u>CFDA Number</u></td> </tr> <tr> <td style="text-align: center; border: none;">N/A</td> <td style="text-align: center; border: none;">N/A</td> </tr> </table>		<u>Federal Agency</u>	<u>CFDA Number</u>	N/A	N/A
<u>Federal Agency</u>	<u>CFDA Number</u>						
N/A	N/A						
10. Tax ID # 91-6001231	11. SWV # SWV0000221-00	12. UBI # 181-002-539	13. DUNS # N/A				
14. Grant Purpose The purpose of this performance-based contract is to provide funding for renovation of the Admiral Theatre as described in Attachment A – Scope of Work (the “Project”). COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.							
FOR GRANTEE _____ Greg Wheeler, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM <i>Lisa D. Koperski</i> _____ March 5, 2024 _____ Date					

**SPECIAL TERMS AND CONDITIONS
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THIS CONTRACT, entered into by and between City of Bremerton (“GRANTEE”), a Local Government, and the Washington State Department of Commerce (“COMMERCE”), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, Section 1025, made an appropriation to support the 2024 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in renovation of the Admiral Theatre as described in Attachment A – Scope of Work (the “Project”); and

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT 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 Grant.

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$160,050.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will

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not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period

E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures corresponding to activities described in the Scope of Work in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one hundred percent (100%) of each invoice of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of

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the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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 address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity. COMMERCE will holdback grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy. The Certificate of Occupancy should be submitted with GRANTEE's final request for reimbursement.

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

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 subgrantees.

9. 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.

10. INSURANCE

A. Insurance Requirements for Reimbursable Activities

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The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington 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 Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

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 related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant until Commerce has issued a Close-Out Letter to the Grantee. Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least six months (6 months) following the date of the Close-Out Letter or include an extended reporting period of at least six months following the date of the Close-Out Letter.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. 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 or modification.

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The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance for Contractors. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program. Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE 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 GRANTEE 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. GRANTEE's 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.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE'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.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

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13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment

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under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 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 as applicable, 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.

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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.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2025 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

22. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

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1. DEFINITIONS

As used throughout this Grant, 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. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, 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. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

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6. AMERICANS WITH DISABILITIES 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.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 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 Grant 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 Grant 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.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, 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 this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and

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execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually 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.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant 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 Grant, but that incorporate pre-existing materials not produced under the Grant, 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 Grant, 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 Grant. 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 Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant, 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) Grant 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.

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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 Grant 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.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant 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.

17. 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, 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 attorneys' 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 subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

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.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. 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.

19. INDUSTRIAL INSURANCE COVERAGE

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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.

20. LAWS

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

21. 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.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation 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. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, 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 Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants 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.

24. 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.

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(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 COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. 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.

26. PUBLICITY

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.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grant.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

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 Grant, 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.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

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

30. RIGHT OF INSPECTION

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At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

31. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant 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 Grant.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

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

36. 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.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

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Before suspending or terminating the Grant, 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 Grant 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 Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, 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 Grant. 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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant 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 Grant. 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 Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant 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 subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

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discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/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 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 Grant 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 Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

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 Grant, 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 Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grant.
- 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 Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used by the City of Bremerton for renovation of the Admiral Theatre located at 515 Pacific Avenue, Bremerton, WA 98337 (Project).

This Project will include, but not be limited to: (i) installing hand railings, seating, lighting, life safety and fire protection system upgrades; (ii) making weatherization improvements for exterior entry doors and windows; and (iii) improving building systems and fixtures including beverage and concession equipment.

This Project will serve as a benefit to the public by renovating a historic landmark in downtown Bremerton to improve the theatre's operations, driving energy and systems efficiency, increasing public safety and security for theater events and attendees, reducing maintenance costs, and supporting the arts, cultural education. and entertainment of the community.

This Project is anticipated to be completed by November 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$10,000.00
Construction	\$123,050.00
Construction Management	\$10,000.00
Capitalized Equipment	\$17,000.00
Total Contracted Amount:	\$160,050.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Total Non-State Funds	\$0.00	\$0.00
State Funds		
State Capital Budget	\$160,050.00	\$160,050.00
Total Non-State and State Sources		\$160,050.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, 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.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B4

SUBJECT:

Goods & Services Agreement with
Cummins, Inc for Emergency Power
Generation Equipment at multiple City water
supply sites

Study Session Date:	<u>March 27, 2024</u>
COUNCIL MEETING Date:	<u>April 3, 2024</u>
Department:	<u>PW&U-Engineering</u>
Presenter:	<u>Bill Davis</u>
Phone:	<u>(360) 473-2312</u>

SUMMARY: This Agreement provides for purchase, delivery, and startup of Cummins emergency power generation equipment at five critical City water supply sites, including: (1) Pump Station 3 / Well 19; (2) Pump Station 8; (3) Pump Station 12; (4) Wells 15 and 17; and (5) Pump Station 17 / Well 22. The equipment will provide redundancy and uninterrupted service during power failures, as well as improve the water system resiliency during emergency and catastrophic events. The City has a sole source agreement for supply of Cummins emergency power generation equipment to support water and wastewater projects. The installation of the equipment will occur under a separate contract and be accomplished in 2025.

ATTACHMENTS: 1. Agreement; 2. Location Map

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the 2024 Water Capital Budget.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to award the Goods and Services Agreement for emergency power generation equipment at multiple City water supply sites to Cummins, Inc in the amount of \$391,914.43 (including sales tax); and authorize the Mayor to finalize and execute the agreement with sustainability the same terms and conditions as presented.

COUNCIL ACTION:

Approve Deny Table Continue No Action

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Cummins Inc. ("Vendor"), whose mailing address is: 1030 SE 34th Street, Suite A, Renton, WA 98057.

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the goods and materials and/or perform the following services for the City per Cummins Inc.'s Quotation Nos: Q-231576-20240315-1237, Q-231582-20240315-1257, Q-231593-20240315-1325, Q-231587-20240315-1316, Q-231488-20240315-1014, dated March 15, 2024 ("Vendor's Quotation"), including its terms and conditions attached in Exhibit A.

II. TIME OF COMPLETION. Vendor shall deliver purchased emergency power generation equipment to City facilities within 365 calendar days from the date of written approval of equipment submittals by the City. Start-up, training, and delivery of electronic manuals shall be completed within 180 days after receipt of equipment by the City and shall constitute final acceptance of this Agreement.

III. COMPENSATION. The City shall pay the Vendor \$358,896.00, plus 9.2% Washington State sales tax, totaling **\$391,914.43**, for the goods, materials and services contemplated in this Agreement. The Vendor shall invoice the City and the City shall pay the Vendor the according to the following schedule: 90% of total compensation upon initiation of contract; 5% upon equipment delivery to City facilities; the remaining 5% upon completion of startup and training. Payment by the City shall be made within 30 calendar days of receipt of invoice.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

IV. INDEPENDENT CONTRACTOR. Vendor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Vendor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Vendor, officer, agents, employees and subcontractors. The Vendor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Vendor's officers, agents, employees and subcontractors.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause"

shall include, without limitation, any one or more of the following events:

- A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.
- B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.
- C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.
- E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing.

VI. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to an authorized agent of the City within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:

- 1. Immediately give a signed written notice of protest to the City;
- 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.

d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.

e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

3. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

B. Vendor's Duty to Complete Protested Work. In spite of any protest, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

C. Vendor's Acceptance of Changes. The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. CLAIMS. The Vendor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Vendor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Vendor's written claim must include the information set forth regarding protests in Section VI(A)(2)(a)-(e).

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM

OR CAUSED BY THAT DELAY.

Vendor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the contract work is complete.

VIII. WARRANTY. The City and Cummins Inc. mutually agree on the warranty statement attached as Exhibit C. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

IX. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all third party claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with bodily injury, death, or tangible property damage to the extent caused by defective goods manufactured by Vendor and delivered to the City under this Agreement. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

X. INSURANCE. The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the contract work by the Vendor, its agents, representatives, employees or subcontractors.

Before beginning work on the project described in this Agreement, the Vendor shall provide a Certificate of Insurance evidencing:

A. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; and employer's liability.

C. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate.

D. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Vendor.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which shall be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

The Vendor's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Vendor's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Vendor to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy required herein, and failure to do so shall be construed to be a breach of this Agreement.

XI. MISCELLANEOUS.

A. **Licenses and Taxes.** Vendor shall possess a current Bremerton Business License and any regulatory license required to fulfill Vendor's obligations under this Agreement. B&O taxes shall be paid when due, and Vendor, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.

B. **Conflict and Precedence.** In the event of a conflict between the contract documents,

the document which rates higher on the following list shall take precedence:

1. Amendments / Change Orders to Goods and Services Agreement
2. Goods and Services Agreement
3. Specifications
4. Terms and Conditions
5. Vendor's Proposal

C. Documents Incorporated by Reference. The following documents are incorporated by reference, including but not limited to:

1. Terms and Conditions,
2. Specifications,
3. Proposal, and
4. Non-Collusion Affidavit.

D. Use of Photographs and Images. Vendor shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Vendor or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

F. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision for Kitsap County issued by the Department of Labor and Industries may be found at the State of Washington Department of Labor and Industries website.

I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection

with the work.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.

L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

CITY:

Attn: Angela Hoover

City of Bremerton

345 6th Street, Suite 100

Bremerton, WA 98337-1891

Notices to be sent to:

VENDOR:

Attn: Zach Shulte

Cummins Inc.

1030 SW 34th Street, Suite A

Renton, WA 98057

M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

N. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Vendor enter into a covered transaction with another firm, Vendor agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

Q. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

R. Limitation of Liability. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL VENDOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM VENDOR'S SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL VENDOR'S LIABILITY TO CITY OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CITY OR ON CITY'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES CITY'S SOLE RECOVERY AGAINST VENDOR FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

VENDOR:

CITY OF BREMERTON

CUMMINS INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

EXHIBIT A

EMERGENCY POWER PLAN IMPLEMENTATION

SCOPE OF SERVICES AND FEE BREAKDOWN FROM CUMMINS, INC.

March 2024

EXHIBIT A

Scope of Goods, Materials, and Services from Cummins Inc:

Provide and deliver emergency power generation equipment to the City of Bremerton for five potable water sites. The equipment, installation location, and cost quote are shown in the following table. Technical data sheets which describe the equipment and services to be provided for each location are attached.

Installation location	Cummins Genset #	Quote #	Cost Quote
PS 3/Well 19	C150D6D	Q-231576-20240315-1237	\$74,753.00
PS 8	C150D6D	Q-231582-20240315-1257	\$74,753.00
PS 12	C50D6C	Q-231593-20240315-1325	\$54,769.00
Well 15/17	C125D6D	Q-231587-20240315-1316	\$79,868.00
PS 17/Well 22	C150D6D	Q-231488-20240315-1014	\$74,753.00
		Subtotal (pre-tax)	\$358,896.00

1. All equipment shall be delivered to the City of Bremerton Advanced Disinfection Facility located at 8301 West Belfair Valley Road, Bremerton, WA 98312.
2. Coordinate delivery with City of Bremerton staff Chad Hantelman: Desk Phone: (360) 473-5493; Mobile Phone: (360) 7710-8805; Email: chad.hantelman@ci.bremerton.wa.us
3. City staff must be present during the delivery and off-loading.
4. Provide minimum 5 business days notice of delivery.
5. The City will provide a forklift for off-loading upon request. Provide minimum 5 business days notice if a forklift is required.
6. Cummins may deliver equipment in installments.
7. The City will inspect the equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within seven (7) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

March 15, 2024

Prepared by

Zach Schulte
 (206) 794-9801
 zach.t.schulte@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C150D6D, Diesel Genset, 60Hz, 150kW</p> <p>U.S. EPA, Stationary Emergency Application C150D6D, Diesel Genset, 60Hz, 150kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack</p>	1

	Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
2	OTECSEB, OTEC Service Entrance Transfer Switch-Electronic Control: 225A OTECSE225, Service Entrance TransferSwitch, PowerCommand, 225 Amp Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
3	Kit, FUEL SYSTEM	1
4	KIT, ENCLOSURE (SL2 Duct)	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	Factory direct deliver to site, off-loading by others. No additional storage, handling or re-routing included.	1
7	Generator batteries, Group 34	2
8	Start up and 2 hour load test. Customer training to take place after load test is completed. One tech, one day on site.	1

TOTAL: \$ 74,753.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Electrical drawing E-211 reviewed for this proposal. No specifications provided or reviewed.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

LEAD TIME:

Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time for the generator is 36 - 40 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Zach Schulte, Senior Sales Account Manager – Power Generation

zach.t.schulte@cummins.com

(206) 794-9801



SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

March 15, 2024

Prepared by

Zach Schulte
 (206) 794-9801
 zach.t.schulte@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C150D6D, Diesel Genset, 60Hz, 150kW</p> <p>U.S. EPA, Stationary Emergency Application C150D6D, Diesel Genset, 60Hz, 150kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack</p>	1

	Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
2	OTECSEB, OTEC Service Entrance Transfer Switch-Electronic Control: 225A OTECSE225, Service Entrance TransferSwitch, PowerCommand, 225 Amp Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
3	Kit, FUEL SYSTEM	1
4	KIT, ENCLOSURE (SL2 Duct)	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	Factory direct deliver to site, off-loading by others. No additional storage, handling or re-routing included.	1
7	Generator batteries, Group 34	2
8	Start up and 2 hour load test. Customer training to take place after load test is completed. One tech, one day on site.	1

TOTAL: \$ 74,753.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Electrical drawing E-221 reviewed for this proposal. No specifications provided or reviewed.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

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OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

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CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

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LEAD TIME:

Submittal

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Equipment

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Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

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Submitted by:

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March 15, 2024

Prepared by

Zach Schulte
 (206) 794-9801
 zach.t.schulte@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C50D6C, Diesel Genset, 60Hz, 50kW</p> <p>U.S. EPA, Stationary Emergency Application C50D6C, Diesel Genset, 60Hz, 50kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Reconnect, Full Output, 120C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B)-None Circuit Breaker or Terminal Box (Position C)-None Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Larger Battery Rack</p>	1

	Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
2	OTECSEA, OTEC Service Entrance Transfer Switch-Electronic Control: 125A OTECSE125, Service Entrance TransferSwitch, PowerCommand, 125 Amp Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
3	Sound Level2 Baffle, Shipped Loose	1
4	Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	Factory direct deliver to site, off-loading by others. No additional storage, handling or re-routing included.	1
7	Generator battery, Group 34	1
8	Start up and 2 hour load test. Customer training to take place after load test is completed. One tech, one day on site.	1

TOTAL: \$ 54,769.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Electrical drawing E-231 reviewed for this proposal. No specifications provided or reviewed.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

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LEAD TIME:

Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time for the generator is 36 - 40 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

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March 15, 2024

Prepared by

Zach Schulte
 (206) 794-9801
 zach.t.schulte@cummins.com

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Item	Description	Qty
1	<p>C125D6D, Diesel Genset, 60Hz, 125kW</p> <p>U.S. EPA, Stationary Emergency Application C125D6D, Diesel Genset, 60Hz, 125kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Shutdown - Low Coolant Level Extension - Coolant Drain Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack</p>	1

	Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
2	OTECSEB, OTEC Service Entrance Transfer Switch-Electronic Control: 225A OTECSE225, Service Entrance TransferSwitch, PowerCommand, 225 Amp Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
3	KIT, ENCLOSURE (SL2 Duct)	1
4	Kit, FUEL SYSTEM	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	Factory direct deliver to site, off-loading by others. No additional storage, handling or re-routing included.	1
7	Generator batteries, Group 34	2
8	Start up and 2 hour load test. Customer training to take place after load test is completed. One tech, one day on site.	1

TOTAL: \$ 79,868.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Electrical drawing E-241 reviewed for this proposal. No specifications provided or reviewed.

COVID 19 SUPPLEMENTAL STATEMENT

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We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C150D6D, Diesel Genset, 60Hz, 150kW</p> <p>U.S. EPA, Stationary Emergency Application C150D6D, Diesel Genset, 60Hz, 150kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack</p>	1

	Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
2	OTECSEB, OTEC Service Entrance Transfer Switch-Electronic Control: 225A OTECSE225, Service Entrance TransferSwitch, PowerCommand, 225 Amp Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
3	KIT, ENCLOSURE (SL2 Duct)	1
4	Kit, FUEL SYSTEM	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	Factory direct deliver to site, off-loading by others. No additional storage, handling or re-routing included.	1
7	Generator batteries, Group 34	2
8	Start up and 2 hour load test. Customer training to take place after load test is completed. One tech, one day on site.	1

TOTAL: \$ 74,753.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Electrical drawing E-251 reviewed for this proposal. No specifications provided or reviewed.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

LEAD TIME:

Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time for the generator is 36 - 40 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Zach Schulte, Senior Sales Account Manager – Power Generation

zach.t.schulte@cummins.com

(206) 794-9801



SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

EXHIBIT B

EMERGENCY POWER PLAN IMPLEMENTATION

SOLE SOURCE DOCUMENTATION FOR PROVISION OF EQUIPMENT AND SERVICES FROM
CUMMINS, INC.

March 2024



TO: THOMAS KNUCKEY, PUBLIC WORKS AND UTILITIES DIRECTOR
FROM: CAMI APFELBECK, WATER UTILITY MANAGER Cami Apfelbeck
ERIC BURRIS, WASTEWATER TREATMENT PLANT MANAGER Eric J. Burris
DATE: AUGUST 2, 2022
RE: Standardization of Generators and Generator Service for Water and Wastewater Systems

Digitally signed by Cami Apfelbeck
Date: 2022.08.03 11:13:24 -0700

Digitally signed by Eric J. Burris
Date: 2022.08.03 12:12:53 -0700

BMC 2.76.090 allows for the Public Works and Utilities Director to determine that requests for bids may be waived when equipment involves special facilities or services, and a bid would not be in the City's best interests but rather a purchase may be best established by direct negotiation.

A power outage caused by extreme weather such as wind and ice and other circumstances is the most common emergency faced by the Bremerton drinking water and wastewater treatment systems. It is critical that these systems continue to provide service, particularly in emergencies. Highly dependable backup power supplies are critical.

The Water Utility developed an emergency power plan to identify critical facilities in need of on-site backup power to ensure a reliable supply of water during emergencies. In the 1990's, the utility purchased generators from multiple manufacturers, first Generac, then Kohler. However, since 2000, the utility switched to Cummins (Onan) generators, due to their superior performance and dependability. The utility has eight (8) backup generators installed so far and intends to install approximately eight (8) more to complete emergency power plan implementation by 2024.

The Wastewater Utility currently has 23 stationary emergency generators and three portable units. The newer units are Cummins, with the remainder being a mix of Kohler, Cummins, Caterpillar, Olympian, etc. The wastewater utility plans to install another six (6) generators over the next six years.

Reason for standardizing to Cummins generators:

Generator manufacturers use proprietary software to interface with generator controls in order to troubleshoot, repair and perform maintenance. If the Water Utility and WWTP must utilize the bid process and accept lowest bid, this may result in multiple brands of generators requiring multiple service contracts to conduct annual testing and maintenance and on-call troubleshooting. This would result in disparate testing and maintenance schedules, higher costs and less than ideal dependability and customer service, particularly if needed during an emergency.

Reason for standardizing to Cummins generator services:

Cummins is the only provider of testing, maintenance, and on-call troubleshooting services that is able to service all of the Water and Wastewater Utility's generators, including the Generac and Kohler. As such, the City has a long history of working with Cummins who has proven itself to be highly dependable and a superior customer service entity. Further, standardization on Cummins generator services results in reduced costs as we are purchasing "in bulk" and all annual maintenance is accomplished at the same time, causing less disruption of work and redirection of staff resources.

For the reasons above we recommend standardization of both Cummins generators and Cummins generator services for Bremerton's drinking water and wastewater utilities.

Approved: **Tom Knuckey** Digitally signed by Tom Knuckey
Date: 2022.08.03 13:48:06 -0700
Thomas Knuckey, Public Works and Utilities Director



Public Works and Utilities Department

100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5920 • FAX (360) 473-5360

DATE: August 3, 2022
TO: Procurement File
FROM: Cami Apfelbeck, Water Utility Manager
Eric Burris, Wastewater Utility Manager
SUBJECT: Sole Source Determination

In accordance with Bremerton Municipal Code 2.76.090, Sole Source Purchases, the purpose of this memorandum is to document the necessity of sole source procurement methodology for the purchase of Cummins generators and generator services.

Reasoning (check all supporting options below):

- Compatibility to existing City standard or to existing equipment, inventory, systems, data, programs or service. (Attach the business case for the standard and attach a copy of the standard if it is written).
- Licensed or patented product with only one dealer. (Include a statement explaining why this particular licensed or patented product the only one suitable for your purpose)
- Authorized service provider, repair and/or warranty services. The City requires service or repair support for products or equipment owned by the City, and the vendor is either a factory authorized warranty service provider or that particular vendor is required for warranty services according to the conditions of a current City contract.
- Unique design: Requires unique features that are essential aesthetic requirements, or not practical to match to existing design or equipment, such as artwork. Describe.
- Special bargain: This might include a surplus item, an auction sale, used equipment, returned "open box" purchase, or other similar one-time bargains. Describe.
- Delivery date: Only one supplier can meet required delivery date. Explain why this delivery date is essential. This can only be used in limited circumstances, for delivery deadlines that are the result of an unanticipated situation, and not a circumstance that could have been reasonably anticipated or averted by advance City planning.
- Project or research continuity: Product, systems, services or data must comply with an ongoing project, research, data, testing or analysis without a compromise in the integrity of the project. Also, this should be a situation that cannot be replicated by another company because there is a



Public Works and Utilities Department

100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5920 • FAX (360) 473-5360

legal or physical obstruction to disclosing the project information to allow another company the opportunity to replicate. Examples include situations where a company has legal and/or proprietary rights to customization such as software code, or to data; or testing or data is collected through a unique measuring instrument that cannot be accurately duplicated and offered by another vendor.

Requirement by funding source: Lender, grantor (such as federal government) or other provider of funds requires the specific product, service or system. Attach a copy of the document that clearly shows such a requirement is imposed by the funding source.

Legal monopoly: Only one supplier, such as electricity, water, or sewage.

Trial and evaluation projects: A limited duration, limited scope pilot, trial or evaluation of a product, range of products or services. A trial or evaluation project would typically be part of establishing a standard for a City department, or to pilot a particular product or services for a City need. Describe the pilot, specify the scope of the pilot, and attach information to confirm that the pilot is part of a purposeful department pilot initiative.

Other. Describe. Why is this the only company that can provide the sole source product or service? The reference section reference section explains why a particular product, manufacturer or service is necessary. The section below discusses why the company you request is the only available company.

Cost/Quote support:

See attached quotes and service agreements. Our staff believes this is a fair and reasonable price.

Therefore, it is my determination that it is in the City's best interests to purchase Cummins generators and generator services through direct negotiation, pursuant to BMC 2.76.090 and 2.76.010, and that sole source purchase of these Cummins generators and generator services is justified for this procurement.

Recommended by:

Cami Apfelbeck Digitally signed by Cami Apfelbeck
Date: 2022.08.03 11:35:35 -07'00'

Cami Apfelbeck, Water Utility Manager

Eric J. Burris Digitally signed by Eric J. Burris
Date: 2022.08.03 12:11:49
-07'00'

Eric Burris, WWTP Manager

Approved by:

Tom Knuckey Digitally signed by Tom Knuckey
Date: 2022.08.03 13:45:52 -07'00'

Thomas Knuckey, Public Works and Utilities Director

EXHIBIT C

EMERGENCY POWER PLAN IMPLEMENTATION

WARRANTY DOCUMENTATION

March 2024



Warranty Statement

Global Commercial Warranty Statement

Generator Set

Our energy working for you.™



Limited Warranty

Commercial Generating Set

This limited warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty start date† is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. See table for details.

Continuous Power (COP) is defined as being the maximum power which the generating set is capable of delivering continuously whilst supplying a constant electrical load when operated for an unlimited number of hours per year. No overload capability is available for this rating.

Prime Power (PRP) is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

Limited-Time Running Power (LTP) is defined as the maximum power available, under the agreed operating conditions, for which the generating set is capable of delivering for up to 500 hours of operation per year.

Emergency Standby Power (ESP) is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 500 hours of operation per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

Environmental Protection Agency – Stationary Emergency (EPA-SE) is defined as being the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generator set is capable of delivering in the event of a utility power outage or under test conditions and used in strict accordance with the EPA NSPS for stationary engines, 40 CFR part 60, subparts IIII and JJJJ, where a reliable utility must be present. The permissible average power output over 24 hours of operation shall not exceed 70% of the EPA-SE.

Data Center Continuous (DCC) is defined as the maximum power which the generator is capable of delivering continuously to a constant or varying electrical load for unlimited hours in a data center application.

**Base Warranty Coverage Duration
(Whichever occurs first)**

Rating	Months	Max. Hours
COP	12	Unlimited
PRP	12	Unlimited
LTP	12	500 hrs
ESP	24	1000 hrs
EPA-SE	24	Unlimited
DCC	24	Unlimited

† Warranty start date for designated rental and oil and gas model Products is determined to be date of receipt of Product by the end customer.

Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Inappropriate use of an EPA-SE application generator set relative to EPA's standards.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.

- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.

A "Data center" is defined as a dedicated facility that house computers and associated equipment for data storage and data handling.

Reliable utility is defined as utility power without routine or regularly scheduled black-outs.

Please contact your local Cummins Power Generation® Distributor for clarification concerning these limitations.

CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

Extended Warranty:

Cummins Power Generation® offers several levels of Extended Warranty Coverage. Please contact your local Cummins Power Generation® Distributor for details.

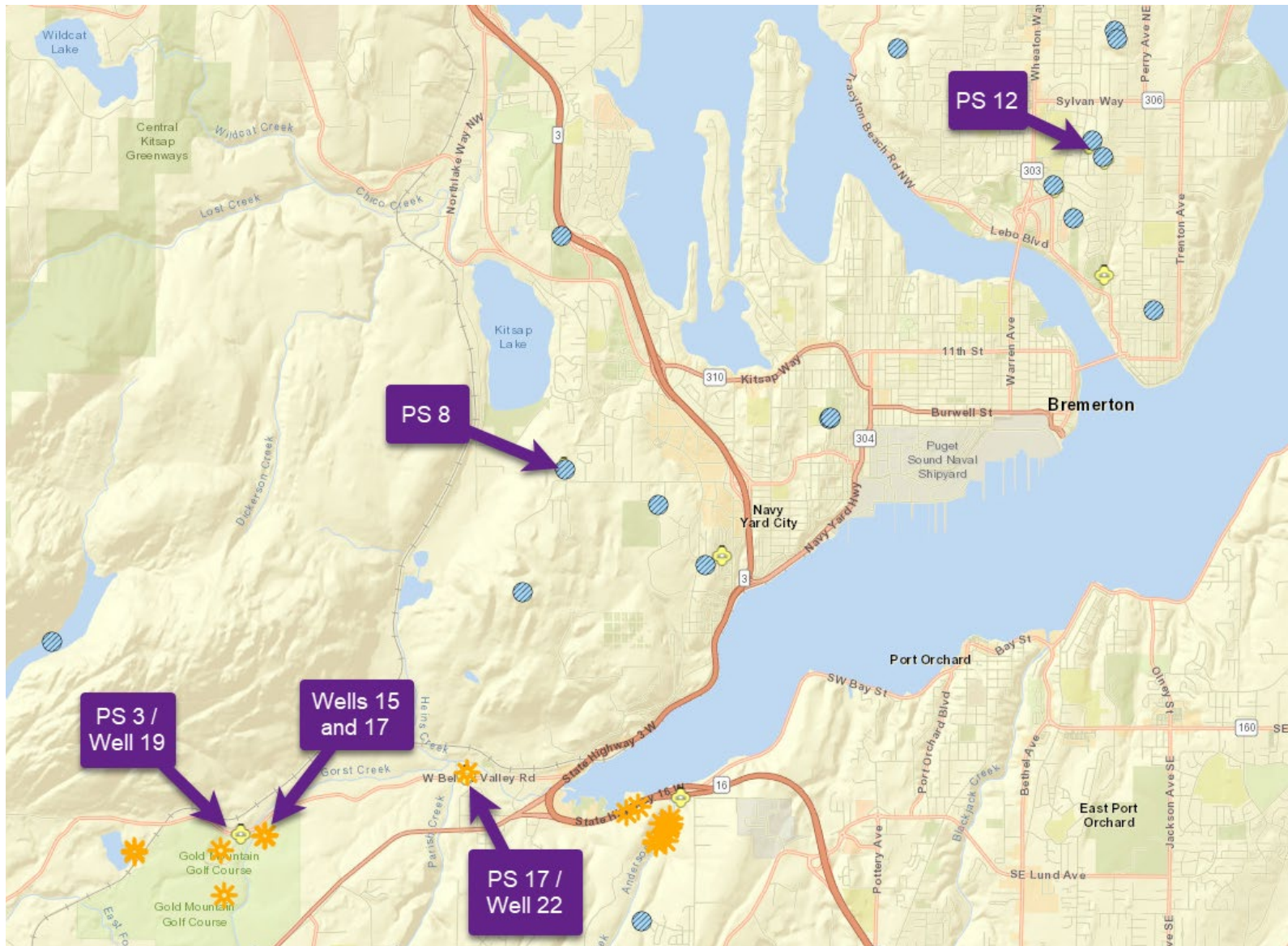
www.power.cummins.com

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____
Product Serial Number: _____
Date in Service: _____



LOCATION MAP – MULTIPLE SITES FOR EMERGENCY POWER GENERATION EQUIPMENT

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B5
Updated

SUBJECT:

Warren Avenue Bridge Multimodal
Improvements Project Preferred Alternative
Opportunity for Public Comment on April 3...

Study Session Date: March 27, 2024
COUNCIL MEETING Date: April 3, 2024
Department: PW&U
Presenter: T. Knuckey/S. Weber
Phone: X2376/x2354

SUMMARY:

On August 2, 2023, the City Council approved Resolution 3363 which adopted Alternative X as the Preferred Alternative for Design of Multimodal Improvements for the Warren Avenue Bridge. Alternative X includes a 12-ft clear width Shared Use Path on the east side of the bridge, and an 8-ft (minimum) shared use path on the west side of the bridge.

In October 2023, WSDOT completed field testing of the bridge to determine the capabilities of their under-bridge inspection trucks (UBIT) to define inspection requirements. The results of their analysis was provided to the City's consultant who prepared the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available from the project webpage <https://www.warrenavebridgeproject.com/>. This memorandum established a cost estimate for Alternative X and identified that the cost of this alternative exceeds available grant funds for the project.

Given concerns regarding the fiscal status of the project, Director's Knuckey and Riley jointly signed the attached letter outlining their concerns with moving forward an alternative that exceeds available budget. Note that this letter includes the handout from the March 13, 2024, Study Session that outlines the budget status of all alternatives that are included in the March 2024 update memorandum.

At its April 17, 2024 City Council meeting, staff will present alternate Resolutions for Council's consideration; a resolution reaffirming Alternative X as the Preferred Alternative which acknowledges it's over-budget status, and two alternative resolutions establishing a new Preferred Alternative which is within budget; either Alternative 1 which has 8-ft walkways with two bump-outs on both sides of the bridge, or Alternative 7 which has a 12-ft shared use path on the east side of the bridge and a 5-ft walkway on the west side of the bridge.

The purpose of this Agenda item is to obtain public input on the Preferred Alternative.

ATTACHMENTS: Letter from Directors Knuckey and Riley *Added 3/27/24 6:05 AM*

FISCAL IMPACTS (Include Budgeted Amount):

No fiscal impact, public comment only.

STUDY SESSION AGENDA: Limited Presentation Full Presentation N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: *No action to be taken... Public Comment Only...*

COUNCIL ACTION: Approve Deny Table Continue No Action



March 26, 2024

Bremerton City Council
345 6th Street
Bremerton, WA 98837

Subject: Warren Avenue Bridge Multimodal Project – Preferred Alternative

Dear City Council:

As presented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available on the project website (<https://www.warrenavebridgeproject.com/documents>), given direction from WSDOT from their field testing, the estimated cost of the Preferred Alternative (Alternative X) now exceeds the project budget. As discussed at the March 13th City Council Study Session, we have grave concerns with moving this project forward where estimated costs exceed our budget and have outlined these concerns below for Council's consideration.

The State legislature has authorized \$27M to the City's bridge project, and \$500K of this is design funding that is unsecured as it is contingent on failure of Initiative 2117 that State voters will consider this fall. Due to its unsecured nature, those funds are not included in the project budget, and so the budget is \$26.5M; with \$1.5M for design and permitting, and \$25M for construction.

Note that in addition to developing the cost estimate for Alternative X, the March 2024 memorandum additionally updated the feasibility evaluation and cost estimates for the other improvement alternatives. From that effort, only two alternatives to improve pedestrian accessibility on the bridge are within the existing budget. These alternatives, along with Alternative X and another alternative that passed the feasibility screening were presented in a document that was included in the March 13th Council packet and attached to this letter. This document presents the difference between secured funding and estimated project costs for all alternatives. In considering this information, please note that while the bridge itself is a WSDOT-owned structure, the City will be responsible for all cost over-runs on our pedestrian improvement project.

Our concerns are as follows:

- While securing additional grant funding to close the construction funding gap may be possible, there is no guarantee of success. Further, the grant programs we would pursue funds for this project from, are the same sources we would otherwise pursue for other City pedestrian improvement projects including the Naval Avenue and 6th Street Rechannelization projects.
- Securing Public Works Trust Fund loans is a possibility, it again is not guaranteed we would be successful. Debt borrowing on an asset that is not owned by the city is not recommended. Debt service on the loan type would obligate the city to a 20-year payback with a commitment of up to \$4.6M, including the \$825K in interest.
- The City does not have sufficient projected Street or General Fund revenue to close the funding gap, should grant applications prove unsuccessful. If the City were to augment grant funds from those sources there would be a significant negative impact on many existing programs that rely on those funds.
- The City will have a significant investment to complete the design and permitting of the pedestrian improvement project. Should construction bids exceed available grant funding, and Council decide not to augment the project budget, the City would be unable to award the construction contract, and the investment in the design would be lost.

Please note that language included in Resolution 3363 that Council passed in August 2023 when it established Alternative X as the Preferred Alternative is inconsistent with the current out-of-budget status of the project, and so a new resolution acknowledging this status will be presented to Council for consideration. Given our concerns as stated above, we will bring forward two alternative Resolutions for the two alternatives that are in budget for Council's consideration in the same Agenda Bill.

Staff are eager to begin the design of this project, and whichever alternative the City Council selects, staff will make all efforts to deliver the project successfully. That said, we have grave concerns over this financial issue, and wanted to ensure our position was clearly understood before Council deliberates on this issue.

Sincerely,

Tom Knuckey Digitally signed by Tom Knuckey
Date: 2024.03.26 13:54:25 -07'00'

Tom Knuckey, PE
Director of Public Works and Utilities



Mike Riley
Director of Financial Services



MEMORANDUM

DATE: 3/8/2024
TO: City Council
FROM: Shane Weber, Engineering Manager
SUBJECT: Warren Avenue Bridge Alternatives and Funding Gap

This memo has been developed to assist City Council in its discussion of funding a preferred alternative for the Warren Avenue Bridge Project. As requested by Council, the other feasible alternatives that are available to the project and the cost savings compared to Alternative X are included for information.

The Warren Avenue Bridge Feasibility and Alternatives Analysis was recently updated based on new information provided by WSDOT and the addition of Council's Alternative X, approved via Resolution 3363. Based on this new information the following alternatives were evaluated and are found to be structurally feasible, maintainable, and meet the purpose of the project to provide ADA accessibility. The total amount of secured funding is \$26.5M; \$1.5M for design and \$25M for construction. Note that there is \$500K in Climate Commitment Act (CCA) Funds secured for the project in the Legislature's 2023-2025 Budget. However, the CCA is at risk of being repealed by Initiative 2117 this fall. If the CCA is not repealed, this funding would be available in January 2025.

	Alternative X	Alternative 1	Alternative 2	Alternative 7
Alternatives	12-foot clear width on east side; 8-foot clear width on west side	8-foot clear width both sides	10-foot clear width both sides	12-foot clear width on east side; 5-ft clear width on west side
Overlooks	2 total West side only	4 total (2 each side)	4 total (2 each side)	No
Larger UBIT	Yes	N/A	Yes	Yes
Design	\$2.3M	\$2.0M	\$2.0M	\$2.3M
Construction (inc. UBIT)	\$28.0M	\$24.0M	\$27.8M	\$22.5M
Total Project Cost	\$30.3M	\$26.0M	\$29.8M	\$24.8M
Difference between Cost and Secured Funding	Design -\$800K Construction -\$3M	Design -\$500K Construction +\$1M	Design -\$500K Construction -\$2.8M	Design -\$800K Construction +\$2.5M

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B6

Updated

SUBJECT:

2024-2025 City Council Goals & Priorities

Study Session Date: March 27, 2024

COUNCIL MEETING Date: April 3, 2024

Department: City Council

Presenter: Council President

Jennifer Chamberlin

Phone: (360) 473-5280

SUMMARY:

The City Council holds an annual strategic Joint Planning Workshop with the Mayor and Department Directors to monitor progress and determine goals and priorities for the year.

Through dedication, tenacity, and the will to serve the Bremerton community, the City Council ensures every plan is connected to a relevant City goal or priority to help them stay focused and move forward to do the best they can for the people who live here.

Discussion was continued from the March 13 Study Session...

ATTACHMENTS:

2024-2025 City Council Goals & Priorities *Updated 3/27/24 4:29 PM*

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve the 2024-2025 City Council Goals & Priorities as established based on input at the Joint Planning Session on February 24, 2024.

COUNCIL ACTION: Approve Deny Table Continue No Action



2024 – 2025 City Council Goals & Priorities

As established at the Joint Planning Session on February 24, 2024

Economic Development

- Promote economic development initiatives
 - Bremerton Creative District
 - Main Street Certification
 - Historic preservation policy
 - Chronically vacant building policy development
 - Incentives & funding for commercial areas
 - Wheaton Way
 - Charleston District
- Continue work with the Greater Kitsap Chamber, Kitsap Economic Development Alliance, Downtown Bremerton Association, etc. to promote economic development initiatives

Housing Equity

- Support creative humane housing solutions for wide variety of housing types
 - Support community partners in development of low-barrier hybrid shelter and low-income housing
 - Continue to support creation of “missing middle” housing
 - Review income levels for 12 and 20 year Multi-Family Tax Exemption
- Ensure rental housing standards are met
- Explore feasibility of using surplus city-owned parcels for affordable housing projects

Parks and Environmental Stewardship

- Develop policies that encourage environmental stewardship
- Continue support of Kitsap Lake Water Quality Program

Public Engagement

- Increase public engagement
 - Hold district meetings on Comprehensive Plan
 - Develop FAQs for Council website
 - Public outreach pre-budget season
 - Re-establish outreach program with Bremerton High School

Public Safety and Support

- Increase public safety funding
- Monitor impact of current public safety policies and programs

Staffing

- Support development of Diversity, Equity, and Inclusion position
- Support sustainable funding for Parks and Public Works operations

Transportation and Multimodal Support

- Establish ranking system for scoring transportation projects in collaboration with Public Works
- Prioritize multimodal connectivity
 - Trail network throughout Bremerton
 - Development of Jarstad Park to Kitsap Lake Trail
 - Warren Ave bridge
 - Prioritize data-based traffic-calming policy prioritizing pedestrians and cyclists
- Prioritize residential street maintenance funding



2024 – 2025 City Council Goals & Priorities

As established at the Joint Planning Session, February 24, 2024

Economic Development

- A. Promote economic development initiatives
 - 1) Bremerton Creative District
 - 2) Main Street Certification
 - 3) Historic preservation policy
 - 4) Chronically vacant building policy development
 - 5) Incentives & funding for commercial areas, especially Wheaton Way & Charleston District
- B. Continue work with the Greater Kitsap Chamber, Kitsap Economic Development Alliance, Downtown Bremerton Association, etc. to promote economic development initiatives

Housing Equity

- A. Support creative humane housing solutions for wide variety of housing types
 - 1) Support community partners developing low-barrier hybrid shelter and low-income housing
 - 2) Continue to support creation of “missing middle” housing
 - 3) Review income levels for 12 and 20 year Multi-Family Tax Exemption
- B. Ensure rental housing standards are met
- C. Explore feasibility of using surplus city-owned parcels for affordable housing projects

Parks and Environmental Stewardship

- A. Develop policies that encourage environmental stewardship
- B. Continue support of Kitsap Lake Water Quality Program

Increase Public Engagement

- A. Hold district meetings on Comprehensive Plan
- B. Develop FAQs for Council website
- C. Public outreach pre-budget season
- D. Re-establish outreach program with Bremerton High School

Public Safety and Support

- A. Increase public safety funding
- B. Monitor impact of current public safety policies and programs

Staffing

- A. Support development of Diversity, Equity, and Inclusion position
- B. Support sustainable funding for Parks and Public Works operations

Transportation and Multimodal Support

- A. Establish ranking system for scoring transportation projects in collaboration with Public Works
- B. Prioritize multimodal connectivity
 - 1) Trail network throughout Bremerton
 - 2) Development of Jarstad Park to Kitsap Lake Trail
 - 3) Warren Ave bridge multi-modal
 - 4) Establish data-based traffic-calming policy prioritizing pedestrians and cyclists in collaboration with Public Works
- C. Prioritize residential street maintenance funding

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services



SECTION	# OF PAGES
Notice Inviting Proposals	2
Instructions to Proposers	4
Scope of Work and Project Requirements	6
Forms <ul style="list-style-type: none">This section must be filled out and submitted with the proposal or the submission will be considered non-responsive.	8
Professional Services Agreement <ul style="list-style-type: none">This form will be executed by the City and the awarded, responsible Proposer.	14

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

Notice Inviting Proposals

NOTICE IS HEREBY given that the City of Bremerton invites sealed proposals for Professional Recruitment Services for the City of Bremerton's DEI leadership position (Title and Salary not yet determined). Each Proposal shall be in accordance with the conditions and specifications outline herein.

RECEIPT OF PROPOSALS: Sealed Proposals for Professional Recruitment Services shall be delivered by email, mail or in person to the City Clerk or designated staff on **April 30th**, between 10:30 A.M. and 1:00 P.M. in front of the Norm Dicks Government Center located at 345 6th Street, Suite 100, Bremerton, WA 98337.

The City will also accept Proposals via email. Proposals via email shall be submitted to city.clerk@ci.bremerton.wa.us, with RFP Title noted on the subject line of the email to ensure property handling and delivery. All electronic documents shall be in PDF format and shall not exceed 10 MB in size and in zipped file. It is recommended under Message Properties the box for "Request a delivery receipt for this message" be checked as this is the only method by which verification of delivery will be given. **Emailed Proposals will be received until 1:00 P.M. PST as shown on the wall clock inside the City Clerk's office on April 30th, 2024.**

Proposals received after the specified times and date specified will not be considered. Prospective Proposers are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the City of Bremerton. It is the proposer's responsibility to ensure that responses are received prior to the 1:00 p.m. closing time as late responses will not be accepted. The City of Bremerton reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Proposers" shall be considered part of any contract made pursuant thereto.

OPENING OF PROPOSALS: The Proposals will be publicly opened and read via Zoom at **1:05 p.m. PST on April 30th, 2024.**

The link for the bid opening is located on the City's website at:
<http://www.bremertonwa.gov/Proposals.aspx>.

COMPLETION OF WORK: The WORK must be completed within One-hundred twenty (120) working days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: This contract provides for Professional Recruitment of a DEI leadership position.

PROPOSALS: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing Proposals shall be entitled: **"Request for Proposal for Professional DEI leadership position Recruitment Services."**

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee the Total Price for a period of seventy-five (75) calendar days from the date of opening.

WAGE RATES: The attention of Proposers is directed to the requirements and conditions of employment to be observed and the minimum wage rates to be paid under the Contract.

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

PROJECT ADMINISTRATION: All communications relative to this WORK prior to opening Proposals shall be directed to:

Communication by phone/email:

Melinda Monroe, Contracts Administrator
Telephone: (360) 473-5306
Email: Melinda.monroe@ci.bremerton.wa.us

Communication by mail:

Department of Finance
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337
ATTN: Contracts Administrator

CITY'S RIGHTS RESERVED: The City of Bremerton reserves the right to reject any and all Proposals on any or all schedules or alternates or to waive any informalities in the bidding and shall determine which bid or Proposers is the most satisfactory and responsible bidder and shall be the sole judge thereof. No plea of mistake in the bid shall be available to the bidder as a defense to any action based upon the neglect or refusal to execute a contract.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental, or sensory disability.

ADA STATEMENT: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services, and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

The City of Bremerton in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Published:

Daily Journal of Commerce: _____

Kitsap Sun: _____

OWMBE: _____

END OF NOTICE INVITING PROPOSALS

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

Instructions to Proposers

Summary

The City of Bremerton is seeking professional services from qualified contractors for the purpose of Recruiting a Diversity, Equity, and Inclusion leadership position (DEI Position) beginning in June 2024. The City's needs are outlined in the following request for proposal (RFP). This recruitment will follow the recruiting and hiring processes provided on page 29 in the Diversity, Equity, and Inclusion Assessment report prepared by Coaching and Consulting (MFRCC) for the City and published at: <https://www.bremertonwa.gov/1089/Mayors-Diversity-Statement>

Timeframe

The City's intended process and timeline for selecting a contractor is as follows (subject to change):

- Issue RFP: April 3, 2024
- Preproposal Conference April 18th, 2024 (*via zoom)
- RFP questions deadline April 22nd, 2024
- Deadline for Proposal Submittal April 30th, 2024
- Award of Contract June 1, 2024
- Service Dates: June 2024 through

If at any time the City changes, revises, deletes, clarifies, increases or otherwise modifies the RFP the City will issue a written addendum to the RFP.

Pre-proposal Conference: The City will hold a pre-proposal conference April 18th, 2024, at 10:00 AM PST via Zoom. Interested respondents should request a zoom link for this conference no later than 4:30 pm April 17th, 2024 by reaching out to the Contracts Administrator/contact noted in the RFP, Melinda.monroe@ci.bremerton.wa.us.

Interested firms should submit the following:

- Summary of approach to complete the Scope of Work (SOW)
- Statement of Qualifications
- Proposal and Acknowledgement of Addenda
- Non-collusion affidavit
- Certification of non-debarment
- References
- Rate Schedule – Cost Proposal

The proposal must contain the following information:

- The names of individuals (and the names of their respective employers) who will be providing services for this project, and their areas of expertise.
- Specific experience and/or relevant certifications/licenses of all individuals relative to this proposed project meeting requirements in the attached Technical Specifications.
- A proposed outline detailing tasks, team composition, methods, equipment used, products and project schedule, including the number of hours required to complete each task or product (if applicable) meeting requirements in the attached

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

Technical Specifications.

- A proposed budget based on the costs associated with the tasks outlined in this RFP.
- A description of any fines or penalties issued to the firm, or any individual working on the project, and/or regulatory violations associated with Executive/DEI recruitment services within the past five (5) years.
- A minimum of three (3) project references. Include project name, date(s), description of project, and a contact name/telephone number.

TERMS AND CONDITIONS

1. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
2. The City is not responsible for any equipment or software failure that may cause delay or non-delivery of an electronic submittal. The official submission time of an electronic proposal will be as marked by Outlook in the City staff's email inbox.
3. At the appointed bid/proposal closing date and time, the City's Clerk will make the proposals public.
4. It should be noted that all the material, exhibits, and data presented in this RFP and supplemental information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Proposers are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their Proposal is based. The City shall not be liable for Proposer's reliance on any information contained in this RFP.
5. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal and to change the selection process or timeline.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement that does not conform to the specification contained in this RFP, and which is not approved by the City Attorney's Office.
8. The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFP.
9. All submitted documents are public and subject to disclosure.
10. Proposers shall execute an agreement with the City of Bremerton and provide proof of insurance along with their proposal response. Proposers shall ensure that they can meet the City of Bremerton minimum insurance requirements of before beginning work on the project.

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

Scope of Work and Project Requirements

Background

The City of Bremerton was incorporated in 1910 as a general law city operating under the City Council/Mayor form of government. Bremerton is a suburban city providing quality police, fire, water, streets, parks, engineering, planning, municipal court and administrative services. The City has approximately 388+/- employees and an annual operating budget in excess of \$228 million. At this time, the City is interested in reviewing proposals for the utilization of an outside recruiter to implement a DEI recruitment process aligned with the 2024 DEI Assessment report and MFRCC recommendations and to conduct a staff and community involved recruitment process. A draft job description for this position will be provided at the preproposal conference. The City expects respondents to assist the City in meeting the following outcomes:

- Attract a qualified candidate pool;
- Recommend the best qualified candidates;
- Provide verifiable metrics;
- Maintain budget.

Scope of Work/Specifications and basis for the request for proposal:

Tasks

The City expects the following tasks to be included in the Scope of Work and proposed budget:

Task 1: Working in conjunction with the City of Bremerton staff conduct a recruitment process for the City's DEI Position. This includes

1. Creating a Recruitment and Advertising Strategy
2. Outreach services.
3. Candidate screening.
4. Create and Facilitate the Interview Process.
5. Deliver a list of the top qualifying candidates.

Task 2: Legal Counsel Support. The recruitment firm must be able to provide legal counsel and support in case of litigation related to testing throughout the recruitment process. The selected firm must also be able to give depositions and or testify in exam related litigation. The recruitment firm must assist the City in response to, and defense of grievances brought by a union, and/or any other litigation related to testing.

Task 3: Information Access and Security: Respondent must describe the technology consistent with industry best practices for firewalls and other security technology to help prevent Respondent computers from being accessed by unauthorized persons. Respondent must describe equipment and system monitoring procedures. Respondent must include resolution procedures for detecting and resolving any system and

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

suspected security breaches, violations and suspicious activities. Respondent will not run any programs or procedures on City systems or networks without the City's specific knowledge and written approval, including the City hosted Neogov system. Upon City request, Respondent must provide City with the results of Respondent's monthly system security monitoring and audit. All data related to applicants belongs to the City of Bremerton, and must be maintained in a secure environment. In addition, data on applicants cannot be shared or sold to any other organization such as marketing firms, nor may the data be used by the vendor to assist their other clients with their hiring needs. Additionally, Respondent must describe security measures taken in the following areas:

1. Protection of personal information of individuals being checked.
2. Protection of all accounts and passwords required for the City to process requests on Respondent's computers.
3. Internal system security procedures in order to protect one client's data from another;
4. Respondent must encrypt hiring data in transit as well as in at rest status.
5. Use of masking and encryption on all screens, queries and reports provided by Respondent;
6. Physical security associated with Respondent's agents performing all Background
7. Screening work on behalf of the City (for example placement of terminal devices,
8. location of hard-copy reports, and access to Respondent's facilities).
9. Precautions taken to secure hard copy reports and electronic files of Screening Reports within Respondent's facilities.
10. Measures taken when permanently destroying all hard copy Screening Reports.

Selection Criteria

The proposals will be evaluated by the City of Bremerton staff and evaluation panel with the following weights given to each factor:

- Qualifications of Firm 40%
- Scope of Work Approach 30%
- Cost 30%

Overall responsiveness to the Request for Proposal is an important factor in the evaluation process.

All firms must have active Washington State license and UBI number, current insurance and agree to register with the City of Bremerton tax and license.

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

Forms

STATEMENT OF QUALIFICATIONS

Name of Contractor: _____

Current UBI: _____

City of Bremerton License number: _____

Address: _____

Employment Security Department number: _____

EIN Employer Number: _____

Telephone and Contact person for this Bid: _____

Type of work licensed to perform: _____

List of three contracts of similar size and activity completed in the last ten years.

1)

2)

3)

Bank Reference (Name of Bank/ Years Account owned/Bank contact name, title, phone number);

Do you have any litigation action related to a municipal contract in the last 10 years? Y/N

Disposition outcome: _____

Proposer name

Signature: _____

Title: _____

Date: _____

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

PROPOSAL AND ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned proposes and agrees, if this Proposal is accepted, to execute the Professional Services Agreement with the City of Bremerton to perform the WORK as specified or indicated in said Documents entitled “_____.”
2. Proposer accepts all of the terms and conditions of the RFP Documents.
3. Proposer has examined copies of all the RFP Documents including the following addenda (receipt of all of which is hereby acknowledged). Failure to acknowledge addenda shall render the proposal non-responsive and shall be cause for its rejection.

Addenda Number: _____ Date: _____

4. Proposer has familiarized itself with the nature and extent of the RFP Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.

To all the foregoing, and including all RFP Forms contained in this RFP, said Proposer further agrees to complete the WORK required under the RFP Documents within the Contract Time stipulated in said RFP Documents, and to accept in full payment therefore the Contract Price based on the Total RFP Price.

Dated: _____

Company Name: _____

By: _____

Title: _____
(Signature)

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

CERTIFICATION OF NON-DEBARMENT AND SUSPENSION

INSTRUCTIONS TO PROPOSERS: THIS FORM SHALL BE EXECUTED UPON REQUEST OF THE CITY

THE CONTRACTOR SHALL MAKE COPIES AND DISTRIBUTE THIS FORM TO ALL SUBCONTRACTORS. SUBCONTRACTORS MUST SUBMIT THIS FORM TO THE CITY PRIOR TO PERFORMING ANY WORK .

As a prospective contractor for working with the City of Bremerton and as a requirement of your submittal, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order AND the Washington State RCW 39.26.200

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Washington state RC 39.26.200 authorizes the director to fine or debar any contractor that hold convictions, violations or failures as outlined in RCW 39.26.200.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any Washington state agency. If, at any time during the term of the contract, such condition occurs the Contractor will notify the City without delay.

CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Company Name

Name and Title of Signer (please type or print clearly)

Signature

Date

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

REFERENCES

Submit three (3) references for projects of similar size and complexity with a government agency. The work shall have been performed within the last 5 years. For each reference, include the following information:

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency	Completion Date	
Owner/Agency	Address	Phone Number	

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency	Completion Date	
Owner/Agency	Address	Phone Number	

Project Name		Project Location/Address	
Description of Work			
Contract Amount	Project Owner/Agency	Completion Date	
Owner/Agency	Address	Phone Number	

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

COST PROPOSAL			
PROJECT TITLE			
<p>The Cost Proposal must be completed by the Proposer by filling in each blank in dollars and cents with numerals only. Failure to do so will render the proposal non-responsive and will cause its rejection. Reference Measurement and Payment description in the section Instructions to Proposers for description of tasks. Please include applicable sales tax in estimate.</p>			
TASK	Estimated Hours to Complete	Hourly Rate (\$)	Extended Cost (\$)
Project Management (lump sum)	----	----	
Travel (lump sum)	----	----	
Task 1			
Task 2			
Task 3			
SUBTOTAL 1			
FORCE ACCOUNT			
SUBTOTAL 2 (SUBTOTAL 1 + FORCE ACCOUNT)			
SALES TAX AT 9% ON SUBTOTAL 2			
TOTAL PRICE (SUBTOTAL 2 + SALES TAX)			

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

PROFESSIONAL SERVICES AGREEMENT [Insert project/contract name and ID number.]

The City of Bremerton ("City") and _____ ("Consultant"), referred to collectively as the "Parties," enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated _____, 20__, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed Thirty-Thousand dollars, (\$30,000.00). Consultant's charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

City of Bremerton

Request for Proposal for Professional DEI Leadership Position Recruitment Services

The provisions of this section shall survive the expiration or termination of this Agreement.

*****CONTACT RISK MANAGEMENT SPECIALIST FOR APPROPRIATE INSURANCE LANGUAGE*****

VI. Insurance: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-Consultants.

Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as Request for Proposal Professional DEI Leadership Position Recruitment Services

City of Bremerton

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respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or Consultants (sub-consultants or sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-Consultant meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. **Reports and Information:** When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. **Ownership and Use of Records and Documents:** Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in _____, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

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C. **Use of Photographs and Images.** Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. **Work Performed at Consultant's Risk:** Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. **Place of Work:** The Consultant shall perform the work authorized under this Agreement at its offices in _____, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. **Entire Agreement:** This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. **Severability:** Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. **Modification:** This Agreement may only be modified by written instrument signed by both Parties.

I. **Written Notices:** All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:

CITY:

Attn: _____

City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Notices to be sent to:

CONSULTANT:

Attn: _____

J. **Waiver:** Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. **Non-Waiver of Breach:** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

Request for Proposal Professional DEI Leadership Position Recruitment Services

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L. **Compliance with Laws:** Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. **Choice of Law and Venue:** This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. **Attorneys' Fees:** In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. **Assignment:** Any assignment of this agreement by the Consultant without the written consent of the City shall be void.

VIII. Equal Employment Opportunity Statement: In the hiring of employees for the performance of work under this Agreement, the Consultant, its subconsultants, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

IX. ADA Statement: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. **Excusable Delays:** The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of

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unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. **Rights Upon Termination:** In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

XI. Suspension & Debarment. For contracts involving Washington State and Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

CONSULTANT:

CITY OF BREMERTON

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

Kylie J. Finnell, Bremerton City Attorney

By: _____

Angela Hoover, City Clerk

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DRAFT**RECOMMENDED TITLES**

Culture and Belonging Director or Manager
Equity and Accessibility Director or Manager
Inclusion, Diversity, Equity and Accessibility Director or Manager (IDEA) Equity,
Inclusion and Community Partnerships Director or Manager

GENERAL FUNCTION

The Director of Diversity, Equity, and Inclusion (DEI Director) is responsible for providing strategic leadership in the areas of diversity, equity, and inclusion (DEI) providing purposeful community and employee engagement to achieve inclusive employment, equitable development of staff, and effective and inclusive communication between the City and the community. Serves as member of the City's Leadership Team reporting directly to the Mayor.

The DEI Director:

- Acts as the liaison to and supports the work of the Racial Equity Advisory Commission (REAC).
- Facilitates inclusive work environments for all City of Bremerton employees, regardless of location, division, or department.
- Initiates and/or participates in community engagement with residents and third-party individuals and groups. (i.e., vendors, suppliers, business owners, nonprofits).
- Communicates and interacts effectively with employees and the general public.

The position is also responsible for complex professional level work with the creation, development, performance, and measurement of DEI strategies, programs, and activities in the organization.

This position is a connector and amplifier of equitable work taking place in and around the city, including connecting the general public to these initiatives.

REPRESENTATIVE ESSENTIAL DUTIES and RESPONSIBILITIES (Note- this list is intended only to illustrate the various types of work that may be performed. The omission of specific statements does not exclude them from the position.)

- Develops and maintains an organizational DEI Strategic Plan, through a collaborative stakeholder process, to support the City's vision to embrace diversity and inclusion.
- Provides periodic updates on the DEI Strategic Plan and initiatives to the Mayor and City Council; makes private and public presentations to boards, commissions, civic groups and the general public.
- Designs, develops, and implements innovative outreach programs using DEI equitable practices in support of recruitment goals, succession planning, leadership and leadership development.
- Partners with employees, managers, and city leadership to facilitate discussion across the organization on complex and sensitive topics to foster positive attitudes and behaviors about diversity and inclusion.
- Collaborates with personnel in maintaining and enhancing a welcoming onboarding processes and employee engagement activities.
- Develops and delivers education and training programs related to diversity, equity, inclusion, accessibility, antiracism, and intercultural competency.
- Establishes metrics and conducts periodic reviews to measure success of diversity and inclusion programs and activities.
- Collaborates with the Mayor to identify creative approaches to outreach and engagement through a diversity and inclusion lens, to ensure communication efforts are reaching all audiences.
- Identifies potentially disruptive conditions and behaviors in the organization and recommends

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solutions to management; investigates allegations of discrimination and harassment based on a protected class in tandem with Human Resources.

- Collaborates with community-based organizations, local schools, colleges, and other external community partners on local DEI initiatives; develops new and strengthens existing partnerships to improve workforce development programs.
- **Stays current with Equal Employment Opportunity (EEO) regulations, city policies, and relevant case law, to inform DEI practices and assist with corresponding training.**
- **Provides policy recommendations, through an equity lens, to the Mayor and City Council on City policies to address or enhance diversity, inclusion, equity, and provide broader access to City Services and public information.**

Ability to:

- Carry out complex assignments independently and make decisions based on established policies and procedures.
- Identify resources, research and locate laws, regulations, data and information relevant to specific projects or situations.
- Interpret and apply the intent and specific provisions of laws and regulatory provisions to particular conditions.
- Quantify activities and costs, identify available alternatives and produce verbal and written reports on the probable costs, benefits and problems of differing courses of action.
- Provide verbal and written information, direction and advice to a wide variety of people and officials.
- Communicate effectively with staff and the public in oral and written form.
- Establish and maintain effective working relationships with department officials, union leadership, outside agencies, employees and the general public.
- **Define issues and analyze information and problems, evaluate alternatives, and develop sound conclusions and recommendations.**
- **Present proposals and recommend course of action clearly and logically.**
- **Understand, interpret, explain, and apply municipal and state laws and regulations governing purchasing procedures.**
- **Demonstrate cultural competence and diplomacy in interpersonal dealings which are difficult, highly sensitive, and confidential.**
- **Prepare clear, concise, and comprehensive correspondence, reports, studies, and other written materials.**

QUALIFYING EDUCATION AND EXPERIENCE (Minimum Requirements)

Demonstrated educational proficiency includes a bachelor's degree in Sociology, Social Work, Nonprofit Management, Human Resources or related field. Demonstrated experience includes a minimum of five years of professional level experience in diversity, equity, and inclusion, cultural awareness, social justice, or another related field. Experience in staffing governmental commissions is desirable.

An equivalent combination of education, experience, and training sufficient to successfully perform the essential duties of the job such as those listed above must be demonstrated by the applicant.

PHYSICAL REQUIREMENTS

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process

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or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

WORKING CONDITIONS

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Public presentations and evening meeting are required on a frequent basis. Normal air-conditioned office situation. The noise level in the work environment is usually quiet.

LEGAL and REGULATORY EMPLOYMENT CONDITIONS

Fair Labor Standards Act: The position qualifies for exemption from the Fair Labor Standards Act minimum wage and overtime provisions under the Act's Executive Employees exemptions.

Representation: This position is excluded from bargaining unit representation.

Civil Service: The classification is excluded from the City's Civil Service System.

Appointment and Removal Authority: The position is filled by Mayoral appointment subject to Council confirmation pursuant to Bremerton Municipal Code Section 2.50.020 which states in relevant part: "Mayoral appointments of department directors shall be subject to confirmation by the City Council." Removal is at the will of the Mayor.

This classification specification does not constitute an employment agreement between the City and employee. It is subject to change by the City, with the approval of Human Resources, as the needs of the City and requirements change.

DEI Director					
Rate 1			Top Step		
Agency	Monthly	Rank	Agency	Monthly	Rank
AUBURN	14,074	1	AUBURN	17,300	1
BREMERTON SCHOOL DIST.	12,196	2	SNOHOMISH COUNTY	16,846	2
TACOMA	11,943	3	TACOMA	16,817	3
SNOHOMISH COUNTY	11,921	4	BELLEVUE	14,900	4
BELLEVUE	10,667	5	SPOKANE	12,858	5
OLYMPIC COLLEGE	9,625	6	BREMERTON SCHOOL DISTRICT	12,196	6
SPOKANE	9,145	7	OLYMPIC COLLEGE	11,069	7
KITSAP REG LIBRARY	8,140	8	KITSAP REG LIBRARY	10,937	8
Average	10,964		Average	14,114	
Median	11,294		Median	13,879	

DEI Director

Band 21 - \$11,480 - \$13,987

Band 20 - \$10,400 - 12,671

Band 19 - \$9,899 - \$12,061

New Hire Rate 1										
	KITSAP REG LIBRARY	OLYMPIC COLLEGE	BREMERTON SCHOOL DIST.	SPOKANE	BELLEVUE	SNOHOMISH COUNTY	TACOMA	AUBURN	AVERAGE	Bremerton
	Director of HR and DEI	Vice President of Diversity, Equity and Inclusion	Assistant Director of Equity & Family & Community Partnerships	Director of the Office of Civil Rights, Equity & Inclusion	Chief Diversity, Equity and Inclusion Officer	Chief Diversity & Equity Officer	Director of Equity and Human Rights	Chief Equity Officer		
Population				107,400	154,600	859,800	226,142	88,820		44,460
Number of Employees	157	708	192	2,000	1,581	3,348	4,000	482		402
MONTHLY WAGE	8,140	9,625	12,196	9,145	10,667	11,921	11,943	14,074	10,964	
ANNUAL COMPENSATION	97,680	115,500	146,356	109,740	128,004	143,052	143,316	168,891	131,567	

Top Step

	KITSAP REG LIBRARY	OLYMPIC COLLEGE	BREMERTON SCHOOL DIST.	SPOKANE	BELLEVUE	SNOHOMISH COUNTY	TACOMA	AUBURN	AVERAGE
MONTHLY WAGE	10,937	11,069	12,196	12,858	14,900	\$16,846	16,817	17,300	14,114
ANNUAL COMPENSATION	131,244	132,828	146,356	154,296	161,052	202,152	202,153	207,600	166,473

Jurisdiction# of Positions	DEI Positions	Reports to
Olympia Olympia Olympia	3 Social Justice and Equity Program Manager Human resources Analyst Senior Inclusion and Belonging Specialist	City Manager Program Manager Program Manager
Lynnwood	1 Race and Social Justice Coordinator	Mayor
Marysville	1 Training and Community Outreach Administrator	Mayor
Edmonds	0.25 Diversity Commission Coordinator	Community Services & Economic Development Dir
Kent Kent	2 Race & Equity Manager Race & Equity Coordinator 1	Chief Administrative Officer Race and Equity Manager
Auburn Auburn	2 Chief Equity Officer Diversity, Equity and Inclusion Analyst	Mayor Chief Equity Officer
Redmond	1 DEI Advisor	Chief Operating Officer
Snohomish County	Chief Diversity, Equity and Inclusion Officer	County Executive
Bellevue	4 Chief Diversity, Equity and Inclusion Officer DEI Community Outreach and Engagement Administrator (2 Positions) DEI Coordinator	City Manager Chief Diversity, Equity and Inclusion Officer Chief Diversity, Equity and Inclusion Officer
Bremerton School Dist.	Assistant Director of Equity & Family & Community Partnerships New position. They don't have any information on reproting or staffing level at this time.	Assistant Superintendent
Kitsap Regional Library	Director of Diversity, Equity and Inclusion Director	
Olympic College	Vice President of Diversity, Equity, and Inclusion	
Kitsap County	Diversity, Equity and Inclusion Manager	Board of County Commissioners

Changes that have occurred since the 2022 survey

- Lakewood The Diversity, Equity and Inclusion Manager position was replaced with contracted services led by the Deputy City Manager, Communications Manager and Assistant to the City Manager/Policy Analyst.
- Redmond Changed the title of their position from DEI Manager to DEI Advisor
- Everett Eliminated the Equity Manager Position transferred responsibilities to the Communications and Engagement Department
- Olympia Had the following position DEI Program Manager, DEI Program Assistant, and DEI Senior Program Specialist.
They have reclassified them to the positions listed above.

No Match

- Longview
- Lynnwood
- Mount Vernon
- Puyallup

Manager					
Rate 1			Top Step		
Agency	Monthly	Rank	Agency	Monthly	Rank
KENT	9,880	1	KIRKLAND	12,767	1
KIRKLAND	9,785	2	KENT	12,024	2
OLYMPIA	8,565	3	REDMOND	11,360	3
REDMOND	8,415	4	OLYMPIA	10,410	4
MARYSVILLE	7,911	5	BELLEVUE	10,403	5
BELLEVUE	7,540	6	MARYSVILLE	9,962	6
KITSAP COUNTY	6,721	7	KITSAP COUNTY	9,497	7
Average	8,816		Average	11,313	
Median	8,415		Median	10,410	

Monthly

Band 18 - \$9899 - \$12,061
 Band 17 - \$9422 - \$11,480
 Band 16 - \$8,968 - \$10,927

Annual Salary

\$118,791 - \$144,735
 \$113,068 - \$137,761
 \$107,619 - \$131,124

New Hire Rate 1

	KITSAP COUNTY	BELLEVUE	MARYSVILLE	REDMOND	OLYMPIA	KIRKLAND	KENT	AVERAGE	Bremerton
Population	283,200	154,600	73,780	77,490	56,900	96,920	139,100		44,640
Number of Employees	1,160	1,581	378	723	664	779	735		402
	DEI MANAGER	Diversity and Inclusion Outreach Administrator	Training & Community Out Reach Administrator	DEI Program Advisor	Social Justice & Equity Program Manager	DEI & Belonging Manager	Race & Equity Manager		
TOTAL MONTHLY COMPENSATION	6,721	7,540	7,911	8,415	8,565	9,785	9,880	8,402	
TOTAL ANNUAL COMPENSATION	80,657	90,477	94,932	100,980	102,780	117,420	118,560	100,829	

Top Step

	KITSAP COUNTY	MARYSVILLE	BELLEVUE	REDMOND	OLYMPIA	KENT	KIRKLAND	AVERAGE
ADDT'L COMPENSATION*								
TOTAL MONTHLY COMPENSATION	9,497	9,962	10,403	11,360	10,410	12,024	12,767	10,918
TOTAL ANNUAL COMPENSATION	113,966	119,544	124,836	136,320	124,924	144,288	153,204	131,012

CITY OF BREMERTON
MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2024
 General Wage Adjustment 2.50% - Effective 1-1-24

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
8	BKAT PRODUCTION ADMINISTRATOR COUNCIL/AUDITOR ASSISTANT HUMAN RESOURCES ANALYST I	MONTH	6,041.28	6,347.10	6,505.74	6,668.42	6,895.16	7,006.06	7,181.20	7,360.74
		SEMI-MONTH	3,020.64	3,173.55	3,252.87	3,334.21	3,417.58	3,503.03	3,590.60	3,680.37
		ANNUAL	72,495.36	76,165.20	78,068.88	80,021.04	82,021.92	84,072.72	86,174.40	88,328.88
		SEMI-MO DEF COMP	120.83	126.94	130.11	133.37	136.70	140.12	143.62	147.21
7	MONTH	5,750.10	6,041.28	6,192.28	6,347.10	6,505.74	6,668.42	6,835.16	7,006.06	
		SEMI-MONTH	2,875.05	3,020.64	3,096.14	3,173.55	3,252.87	3,334.21	3,417.58	3,503.03
		ANNUAL	69,001.20	72,495.36	74,307.36	76,165.20	78,068.88	80,021.04	82,021.92	84,072.72
		SEMI-MO DEF COMP	115.00	120.83	123.85	126.94	130.11	133.37	136.70	140.12
6	MONTH	5,473.04	5,750.10	5,893.92	6,041.28	6,192.28	6,347.10	6,505.74	6,668.42	
		SEMI-MONTH	2,736.52	2,875.05	2,946.96	3,020.64	3,096.14	3,173.55	3,252.87	3,334.21
		ANNUAL	65,676.48	69,001.20	70,727.04	72,495.36	74,307.36	76,165.20	78,068.88	80,021.04
		SEMI-MO DEF COMP	109.46	115.00	117.88	120.83	123.85	126.94	130.11	133.37
5	LEGAL ASSISTANT II - CIVIL LEGAL ASSISTANT II - PROSECUTION	MONTH	5,209.38	5,473.04	5,609.94	5,750.10	5,893.92	6,041.28	6,192.28	6,347.10
		SEMI-MONTH	2,604.69	2,736.52	2,804.97	2,875.05	2,946.96	3,020.64	3,096.14	3,173.55
		ANNUAL	62,512.56	65,676.48	67,319.28	69,001.20	70,727.04	72,495.36	74,307.36	76,165.20
		SEMI-MO DEF COMP	104.19	109.46	112.20	115.00	117.88	120.83	123.85	126.94
4	LEGAL ASSISTANT I PUBLIC RECORDS/LEGAL ASSISTANT I	MONTH	4,958.30	5,209.38	5,339.58	5,473.04	5,609.94	5,750.10	5,893.92	6,041.28
		SEMI-MONTH	2,479.15	2,604.69	2,669.79	2,736.52	2,804.97	2,875.05	2,946.96	3,020.64
		ANNUAL	59,499.60	62,512.56	64,074.96	65,676.48	67,319.28	69,001.20	70,727.04	72,495.36
		SEMI-MO DEF COMP	99.17	104.19	106.79	109.46	112.20	115.00	117.88	120.83
3	MONTH	4,722.24	4,958.30	5,082.32	5,209.38	5,339.58	5,473.04	5,609.94	5,750.10	
		SEMI-MONTH	2,361.12	2,479.15	2,541.16	2,604.69	2,669.79	2,736.52	2,804.97	2,875.05
		ANNUAL	56,666.88	59,499.60	60,987.84	62,512.56	64,074.96	65,676.48	67,319.28	69,001.20
		SEMI-MO DEF COMP	94.44	99.17	101.65	104.19	106.79	109.46	112.20	115.00
2	MONTH	4,497.42	4,722.24	4,840.30	4,958.30	5,082.32	5,209.38	5,339.58	5,473.04	
		SEMI-MONTH	2,248.71	2,361.12	2,420.15	2,479.15	2,541.16	2,604.69	2,669.79	2,736.52
		ANNUAL	53,969.04	56,666.88	58,083.60	59,499.60	60,987.84	62,512.56	64,074.96	65,676.48
		SEMI-MO DEF COMP	89.95	94.44	96.81	99.17	101.65	104.19	106.79	109.46
1	VIDEO SPECIALIST	MONTH	4,283.22	4,497.42	4,609.82	4,722.24	4,840.30	4,958.30	5,082.32	5,209.38
		SEMI-MONTH	2,141.61	2,248.71	2,304.91	2,361.12	2,420.15	2,479.15	2,541.16	2,604.69
		ANNUAL	51,398.64	53,969.04	55,317.84	56,666.88	58,083.60	59,499.60	60,987.84	62,512.56
		SEMI-MO DEF COMP	85.66	89.95	92.20	94.44	96.81	99.17	101.65	104.19