



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, October 03, 2024
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, August 22, 2024, and September 5, 2024
- [4.](#) Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project (Water Resources & Sustainability Department)
- [5.](#) Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP) (Water Resources & Sustainability Department)
- [6.](#) Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project (Water Resources & Sustainability Department)
7. Additional Items
8. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/87686623569?pwd=u729GDJHF7mIx7SoL6NfB6PnowFIRV.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 876 8662 3569 and Passcode 503889.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
AUGUST 22, 2024 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Councilmembers Michael Althaus and Angela Jefferson.

Excused: Chair Eileen Swarthout.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith, Transportation & Engineering Assistant Director Mary Heather Ames, Engineering Services Manager Bill Lindauer, Water Resources Specialist David Kangiser, and Administrative Assistant Bonnie Hale.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE,
JUNE 18, 2024:**

MOTION: Councilmember Jefferson moved, seconded by Councilmember Althaus, to approve the minutes of June 18, 2024 as published. A voice vote approved the motion.

**RIGHT OF ENTRY
AGREEMENT
WITH JASON
HERRERA FOR
BELMORE
STREET
PROPERTY:**

Specialist Kangiser reported the proposal is for a right of entry agreement for property owned by Jason Herrera on Belmore Street to support beaver habitat and improve the City’s ability to maintain stormwater infrastructure on Belmore Street.

Belmore Street’s culvert enables the passage of Fish Pond Creek as identified in the 2011 Annexation Area Drainage Study. The undersized culvert is recommended for replacement with a box culvert. The road beyond the culvert serves only one business and consequently, the culvert replacement at this location is not a high priority at this time. The culvert has not been maintained in recent years and requires cleaning and maintenance to reduce upstream flooding.

Fish Pond Creek bisects Mr. Herrera’s property. A series of beaver dams are located on the property impacting water flow upstream. The plan is to work with Mr. Herrera to install a flexible leveler on his property near a beaver dam near the culvert to help maintain water levels consistently to enable maintenance of the culvert. Staff sought consultation with several partners and recently received a Department of Fish and Wildlife HPA Permit. Staff consulted with officials from the U.S. Fish and Wildlife Service as well as Beavers Northwest.

The City has experienced success with similar projects involving both public and private interests for beaver mitigation devices located on

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private property.

Staff requests the committee forward a recommendation to the City Council to approve and authorize the Mayor to sign the right of entry agreement.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausser, to place the Right of Entry Agreement with Jason Herrera for his Belmore Street property on the September 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign the agreement. A voice vote approved the motion.

**AGREEMENT FOR
THE TRANSFER
OF INTERESTS IN
BREWERY
ASSETS:**

Director Smith reported the ongoing project for brewery assets originated in 2006 when the City joined with the Cities of Olympia and Lacey to ensure water rights would not be relinquished due to non-use by condemning the water rights and associated properties to support production of the water rights. The City entered into an interlocal agreement with the cities of Olympia and Lacey to share water rights and infrastructure to serve all three communities following completion of the condemnation action.

The cities engaged in planning meetings to determine the path forward to utilize water rights for the communities. In 2011, the City hired RH2 Engineering to complete some initial planning and analysis on water quality and conveyance systems. The results produced a three-phased project.

The first phase was the aquifer and infrastructure assessment to evaluate the assets acquired through the condemnation proceedings. The second phase was development of a strategic plan examining the best way to utilize existing infrastructure, develop new facilities, identify and define the partnership and ownership model, and identify the time for each city to utilize its share of water. Development of the strategy considered all potential issues from a partnership perspective for utilizing water either incrementally or immediately. Not all the cities require water at the same time. The City of Tumwater was interested in producing water and developing incremental usage followed by the City of Lacey and then the City of Olympia. The jurisdictions drafted a memorandum of understanding (MOU) to memorialize the arrangement.

During the initiation of Phase 3 with the MOU and following completion of the Strategic Plan, some changes occurred with City of Lacey and City of Olympia. Additional water rights were acquired by the two cities through separate processes and the circumstances for the City of Lacey to use its increment of water shifted. Subsequently, the partners submitted a joint request to the Department of Ecology for an extension of time to

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complete the full beneficial use of the water rights. The Department of Ecology granted a 20-year extension in 2021 allowing until April 2041 to utilize the water for beneficial use.

Following the extension, the partners developed another MOU for the brewery wellfield assets and the process for transferring assets. Since then, the City of Lacey submitted a notice to withdraw from the partnership and transfer its assets to another partner. Throughout that process, the City of Tumwater supported Lacey's decision with no objection registered by the City of Olympia.

Over the last year, staff has worked with the City of Lacey staff to determine the value of the city's water rights. A similar process was considered for the transfer of assets. Three properties are jointly owned by the partnership and are integral to the development, production, and treatment of the water rights.

West Water provided an evaluation of the City of Lacey's water rights and established 761-acre feet or 2,171 gallons per minute as the city's share, which would serve approximately 3,200 homes. RF Duncan evaluated the properties. Both values and other considerations, such as liabilities of 30 existing wells and infrastructure throughout the three properties and on the golf course, were considered. The wells represent a significant liability to the partners, which was considered in the transfer agreement with the City of Lacey. Additionally, the partners considered infrastructure removal costs and storage tank removal costs. The one-million gallon storage tank was evaluated for either use or decommission. The recommendation at that time was to decommission the storage tank, as the tank does not meet potable water standards. Other options could be considered for using the storage tank, such as treatment or providing storage during treatment processes. Another liability factor related to planning, efforts, and costs for moving forward.

In October 2023, the project was reviewed with the City Council to initiate negotiations. As part of the agreement under consideration today, staff is recommending \$2,461,000.00 to acquire all the assets and liabilities constituting City of Lacey's portion of water rights and assets of the Brewery Wellfield. The agreement is predicated on each partner's acceptance of the valuation and the conditions outlined in the agreement. Acceptance of the agreement incorporates a *right to use in perpetuity certificate* recognizing that the City of Tumwater cannot rely upon water that is not provided in perpetuity and that water rights must be owned. Essentially, with the withdrawal by the City of Lacey, the City of Tumwater shares the water rights and assets with the City of Olympia. The withdrawal by the City of Lacey equates to relinquishing its one-third share of water, assets, and liabilities. Rather than a one-third split between the three partners, the new partnership would essentially result in

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a split of two-thirds to the City of Tumwater and one-third to the City of Olympia moving forward.

Councilmember Althauser asked how the new partnership affects the decision-making process in light of the City's two-thirds stake versus the City of Olympia's one-third stake. Director Smith advised that the memorandum for the new partnership has not been completed with the City of Olympia at this time. As the process transitions from a partnership between the three jurisdictions to only two jurisdictions, provisions in the agreement may change dependent upon negotiations with the City of Olympia on the overall ownership and management of the brewery wellfield. Staff anticipates completing the interlocal agreement with the City of Olympia over the next year, constructing the wellfield, and putting the water rights to full beneficial use between 2026 and 2028. Once full beneficial use occurs, the City of Lacey would issue a quick claim deed for the ownership of water rights to Tumwater.

The next step is Phase 3 to complete the MOU/ILA with Olympia, wellfield design with RH2 Engineering, permitting through the Department of Health, and issuing specs and bid package for construction. Initial well drilling specs are anticipated to be completed in October 2024 which will enable hiring of a driller and beginning initial groundwork to use brewery water. Staff anticipates starting initial conversations with the Olympia staff in September 2024.

Concurrently, as new wells are constructed, one existing well (Well 39) would be retained. RH2 Engineering will assist the City in designing and constructing up to three new wells dependent upon the volume of water able to be withdrawn. Other existing brewery wells would be decommissioned. The new brewery wellfield is anticipated to need some additional water treatment. A proposal would be submitted to the Department of Health next year to enable final design and initiation of construction in late 2025/2026. Production facilities would be sited in the valley with treatment and delivery systems located at Cleveland Avenue/Yelm Highway.

Director Smith requested the committee recommend the City Council authorize the Mayor to sign the Brewery Asset Transfer Agreement with the City of Lacey to acquire the City of Lacey's brewery wellfield assets including all its water rights, infrastructure, and associated liabilities of the brewery wellfield.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althauser, to place the Brewery Asset Transfer Agreement with the City of Lacey on the September 17, 2024 City Council meeting agenda under Council Considerations with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

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**FIBER OPTIC
AGREEMENT
WITH WSDOT,
AMENDMENT 16:**

Manager Lindauer presented the request for the Fiber Optic Agreement with Washington State Department of Transportation (WSDOT) Amendment 16. The City of Tumwater currently has an interlocal agreement with WSDOT for fiber optic services. The agreement was executed in July 2005 providing for the preservation of the City’s fiber optic system to include a number of shared services for fire, police, IT, EMS, and the golf course.

The City requested replacement of the fiber optic system at the Trospen Road roundabouts as part of the overall system tying into City Hall. Amendment 16 is for the Israel Water Main project. The project included replacement of the waterline along Israel Road as well as undergrounding all overhead utility lines. A component of those utility lines was the fiber optic system. The project installed conduit to underground fiber optic cables. The amendment enables placement of the fiber and all connections required for the fiber optic system to operate underground. The system is 2,800 linear feet of fiber optic line from Linderson Way to Capitol Boulevard. The amendment includes installation of underground fiber vaults for the connections, fiber splicing, labeling, and removal of the overhead fiber system. WSDOT subcontracts the work with a fiber optic contractor. The subcontractor completes the work and bills the City through the fiber optics contract for the work.

The cost of the amendment is \$34,621.91 funded through the City’s Fiber Fund.

Councilmember Althausen asked about the source of revenue for funding the Fiber Fund. Director Hicks explained that the fiber network was originally installed by private entities and telecommunication companies. The City required the companies to install ductwork. When WSDOT worked on its network, the City was able to include several fiber optic strands on the Department’s network. The conduit installed for the City has been leased by the City to private entities through agreements. The Fiber Fund is a stand-alone fund.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausen, to place the Fiber Optic Agreement with WSDOT Amendment No. 16 on the September 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

**2023 PAVEMENT
MAINTENANCE
PROJECT WITH
MILES
CONSTRUCTION –**

Manager Lindauer reported the majority of the 2023 Pavement Maintenance Project was completed in 2023. The project included different roads throughout the City. Improvements included asphalt overlays, sidewalk repairs, utility casting replacements, storm drainage repairs, pavement crack sealing, and pavement marking. The contract

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**ADDITIONAL
CONSTRUCTION
FUNDS:**

award was with Miles Construction for \$3,000,857.00. Construction funds utilized during the project totaled \$4,171,958.32.

Normally, paving projects include a 20% change order authority. This project included only a 10% change order authority. Because of the dynamic aspects of paving projects, the bid amount may vary from the total cost when the entire project is completed. The change order authority originally granted was for \$4.2 million. The request is for a 20% change order authority to cover extra items.

The proposed additions include Crosby Boulevard pavement repair of approximately \$95,000 and an additional portion of roadway to be grinded with a pavement overlay along Israel Road from the I-5 bridge to Linderson Way at a cost of \$145,000, totaling \$240,000 for the improvements or a 5%-6% increase.

The Crosby Boulevard project is from Somerset Hill to Fortner Driver in the northbound travel lanes. The section was paved as part of the overall project but after several weeks, ruts appeared in the asphalt along with other signs of settlement in the northbound lanes. Following investigation of the site, water infiltration was discovered under the roadway. Further investigation revealed two issues with the storm drainage system. One issue was a clogged storm pipe downstream caused by a root ball by trees intercepting storm lines downstream. The second issue was a utility cross bore of an existing underground utility caused by another company boring an underground line and hitting the existing utility resulting in the cross bore and damage to a storm pipe. Substantial rain events in the fall caused the root ball to back up the entire system causing water to infiltrate under the road. City crews repaired the root ball and damage to the storm pipes. The utility company repaired the cross bore damage. Repair to the roadway requires removal of existing asphalt, repairing the road subgrade, and repaving that portion of the road. The cost of the road repair is approximately \$95,000 with Miles Construction completing the repair under the existing 2023 pavement project contract.

Manager Lindauer shared photographs of the damaged areas.

The second component is for additional funds to complete the Israel Road repair from the I-5 bridge to Linderson Way. That section of the road was not repaired as part of the current Israel Road project currently in progress. That portion of the road requires grinding and pavement overlay and if not completed as part of the proposal, the project would be included on the 2025 Pavement Project because of the condition of the roadway section. Staff believes it would be more beneficial to complete the project as that section of the road has severe alligator cracking and rutting along the road leading to degrading of the road quicker. The estimated cost of the project is \$145,000 for grinding and overlay for that

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section of the road. Miles Construction agreed to use the 2023 bid prices for the project. A majority of the funds for the project are from the Transportation Benefit District.

MOTION: Councilmember Jefferson moved, seconded by Councilmember Althausser, to recommend the City Council approve and authorize an increase in the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 from 10 percent to 20 percent for the 2023 Pavement Maintenance Project to be placed on the September 3, 2024, City Council consent calendar. A voice vote approved the motion.

ADDITIONAL ITEMS: There were no additional items.

ADJOURNMENT: With there being no further business, Councilmember Althausser adjourned the meeting at 8:53 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

**TUMWATER PUBLIC WORKS COMMITTEE
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September 5, 2024 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althaus and Angela Jefferson.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Engineering Services Manager Bill Lindauer, Program Manager Patrick Soderberg, Engineer I Bernie Gertje, Community Engagement Specialist Marnie McGrath, Sustainability Coordinator Alyssa Jones Wood, Water Resources Specialist David Kangiser, and Administrative Assistant Bonnie Hale.

Others: Meridith Greer, Greer Environmental Consulting

**GRANT
AGREEMENT WITH
THE DEPARTMENT
OF ECOLOGY FOR
THE PIONEER PARK
RESTORATION
PROJECT
AMENDMENT 1:**

Meridith Greer reported the project is focused in the southern area of the Deschutes River along Pioneer Park. The active site continually moves with 10 feet of movement by the river each year. Previous designs were created in 2015 for the project; however with the change in the river environment, staff is exploring options for stabilizing the riverbank and restoring some riparian areas to benefit the area. The Deschutes River has many limiting factors affecting its ability to be considered a healthy watershed due to fine sediment, higher temperatures, and the lack of woody debris. Deschutes River is considered an asset for the community with Pioneer Park and trails used extensively by the public.

In 2021, the City received a \$450,000 grant from the Department of Ecology to fund design, permitting, and construction of a solution. The City contracted with a river restoration consultant. The initial grant agreement covered a span of three years. Project work began in 2021 and continued until June 2022. At the last update, the permitting process was forecasted to continue through early 2023. However, the project stalled because of difficulty in obtaining a permit from the U.S. Army Corps of Engineers to work in the river because of agency issues and resources that would have postponed issuance of a permit for two years affecting the timeline of the project and the grant.

Consequently, over the last 18 months, staff pursued alternatives and proposes separating the projects into two phases. The first phase, effective from 2022 through 2025 focuses on upland work. The work improves the project scope without requiring a permit from the U.S. Army Corps of Engineers.

Ms. Greer shared an illustration of the basic design. As Pioneer Park is prone to frequent flooding, the work will enhance natural flood channels and reduce shear force along the riverbank to reduce erosion. The scope includes riparian plantings in the upland area.

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Phase 2 of the project from 2025 through 2027 includes in-water work, which requires permits. In-water work for the project would stabilize the riverbank using different mechanical methods and native plantings to help reduce the steepness of the bank to decrease the bank slope and replanting the bank. Ms. Greer noted that any work in the river below the high water line requires a permit from the Army Corps of Engineers. Phase 2 will benefit fish and other aquatic life because of the addition of large woody debris and habitat channels.

The current agreement with the Department of Ecology in 2021 must account for changes in the project. The change in project scope includes only Phase 1 for the upland work. Staff is also moving some items within the budget of \$450,000 to other tasks contributing to the project. Additionally, the timeline for the grant would be extended from October 2024 to October 2025 affording more flexibility to complete design and begin construction. The City also secured funding for Phase 2 of \$500,000 from the Department of Ecology. The grant requires no match.

Manager Soderberg requested approval to place the Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 on the September 17, 2024 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

Councilmember Althaus commented that he assumes the Department of Ecology agreed with the change in the project scope breaking the project into phases. Ms. Greer confirmed that staff has been working with the grant team from the Department of Ecology as the grant was revised to include only Phase 1. The Department has been supportive and understands the dynamic nature of working in rivers as they continually move. The new phase of work includes engagement with local stakeholders to review 60% design. Stakeholders include members from the Squaxin Island Tribe, Department of Ecology, U.S. Fish and Wildlife Service, and local Deschutes River stakeholders to receive feedback on the effectiveness of the design and changes in the project.

Chair Swarthout asked whether the channels currently exist or created by the project. Ms. Greer reported the City completed a modeling project in 2023 targeting the river from Henderson Boulevard to the Brewery Park at Tumwater Falls. A consultant modeled a drop of water traveling through the river during flooding incidents to identify the source of river channels in Pioneer Park. The information supports the first phase of the project. Channels reflected in the illustration is river water normally flowing along the edge of the park. The project will enhance and encourage water flows through those channels to increase capacity by naturally deepening the channels by two to four feet.

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Chair Swarhout asked whether the project will assist in the eventual connection of the trails from Brewery Park at Tumwater Falls to Pioneer Park. Ms. Greer responded that the trail intersecting with Pioneer Park is further north of the project site. The City plans to construct a bridge over the Deschutes River as part of the trail project. She works closely with staff from the Transportation and Engineering Department to update them on the project to ensure efforts on the river do not affect the construction of the bridge.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausser, to approve placement of the Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 on the September 17, 2024 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**INTERAGENCY
AGREEMENT WITH
WASHINGTON
DEPARTMENT OF
COMMERCE FOR
STATE HOME
ELECTRIFICATION
AND APPLIANCE
REBATES
PROGRAM:**

Coordinator Jones Wood said the proposal supports a strategy in the Thurston Climate Mitigation Plan to convert to cleaner fuel sources in the region. Thurston County's largest sources of emissions are from buildings and energy based on the 2022 Greenhouse Gas Emissions Inventory. An important action is to secure sustainable energy and phase out natural gas, fuel, oil, and wood in homes. Residential energy emissions reflect a 31% increase related to natural gas between the baseline year and the 2022 inventory. The intent is to convert to cleaner fuel sources to assist in meeting emission reduction targets.

This year, the Thurston Climate Mitigation Collaborative developed two regional initiative programs. The first is the Residential Energy Efficiency and Electrification Campaign of four main components of a web-based information hub at www.wa.switchison.org, local incentives, outreach and marketing to the community about the concept of home energy efficiency and electrification, and establishing an advisory support service for community members.

The grant is \$477,540 from the Climate Commitment Act to help improve the lives of Tumwater residents. No City match is required. All grant funds must be expended by June 30, 2025. The regional launch in early 2025 affords six months for staff to complete the work. Funding will cover a variety of high efficiency all-electric home appliances including space heating, hot water heating, dryers, conduction ranges, and associated wiring and panel upgrades. Additionally, up to 15% of the funding can be used for outreach, education, and program administration. All appliances must meet specific energy requirements and be energy star certified.

Residents benefitting from the program are low and moderate-income households making up to 120% of the area median income. The City's

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first priority is working with low-income single-family and multi-family households with an income of 80% or below the area median income as well as with moderate single-family and multi-family households with incomes between 80% and 120%.

The City's program is designed to ensure no out-of-pocket expenses are required from participants to maximize benefits to those struggling financially to make changes. The program design in the scope of the work for the grant provides turnkey installations for full home electrification for income qualified households. Staff anticipates that the grant will benefit 20 to 40 homes in the City. The first round of outreach is to 191 residents who are income-qualified for receiving lower utility bills from the City. The Thurston Climate Mitigation Collaborative is working to obtain a group purchase discount for appliances and installers.

The program was designed based on other successful models throughout the country to include Olympia's Energize Olympia Program.

Residents receiving benefits will sign up and attend a workshop to learn about the program and expectations.

Coordinator Jones Wood requested approval to place the Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program on the September 17, 2024, City Council agenda under *Council Considerations* with a recommendation to approve and authorize the Mayor to sign.

Councilmember Althausser asked about any implications to the City should a ballot initiative overturn the Climate Commitment Act. Coordinator Jones Wood advised that the Department of Ecology is exploring the issue for all Climate Commitment Act grants. Based on her understanding, the funds are secure until June 30, 2025 with future rounds of funding uncertain with the potential of continuing the program with funding from the City or through other grant sources, such as Community Development Block Grant funds.

Councilmember Althausser asked about the potential scenario of the City receiving a high number of applications in terms of criteria for selecting households for participation in the program. Coordinator Jones Wood responded that a similar situation occurred in the City of Olympia through its program. The City of Olympia created a waitlist. A meeting is scheduled with staff team representatives from the Thurston Climate Mitigation Collaborative to discuss program design for the region for consistency between the jurisdictions.

Councilmember Althausser said he supports an income-based approach to the degree of promoting equity into the process for historically

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underserved communities or lower-income neighborhoods.

Coordinator Jones Wood addressed questions about the types of homes eligible to participate. The program is available to both single-family homes and multi-family homes. Renters wishing to participate must obtain permission from the property owner. Additionally, the group purchase discount for appliances obtained by the program would be available to anyone regardless of their income who lives in the Thurston region.

MOTION: **Councilmember Jefferson moved, seconded by Councilmember Althausser, to approve placement of the Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program on the September 17, 2024, City Council agenda under *Council Considerations* with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.**

**ADDITIONAL
ITEMS:** There were no additional items.

ADJOURNMENT: **With there being no further business, Chair Swarthout adjourned the meeting at 8:32 a.m.**

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: October 3, 2024
 SUBJECT: Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project

1) Recommended Action:

Place the Small Works Contract with Sare Electric for Fleet EV Charging on the October 15, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution No. 2021-001. The TCMP includes action T3.10 “zero emission fleets.” The City of Tumwater completed an internal Fleet Electrification Assessment in November 2023 which estimated the number of fleet vehicles that can be electric between 2024 and 2030 and the number and types of charging stations that would be needed to support those vehicles. The City was awarded a grant from the Department of Commerce to facilitate the installation of charging stations at five City facilities to help meet those identified needs. Sare Electric will carry out the construction and installation of these charging stations.

3) Policy Support:

City Strategic Priorities and Goals 2023 – 2024, Be a Leader in Environmental Sustainability – Continue to update and advance the Climate Action Plan.

4) Alternatives:

- Do not approve the Small Works Contract.
-

5) Fiscal Notes:

Total project costs are estimated at \$122,181. Staff are braiding multiple grants/incentives and budgeted City funds to cover the total project cost. This contract, in the amount of \$89,458 will be completed by SARE electric. The remaining total cost will be for the equipment, which will be purchased separately. The City has been awarded a \$78,000 grant that will go towards this project, as well as anticipated Puget Sound Energy’s Up & Go Electric for Fleet incentives in the amount of \$40,000.

This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

6) Attachments:

- A. Small Works Contract

**PUBLIC WORKS CONTRACT
FOR**

Electric Vehicle Charger Installation for City of Tumwater Fleet Project

THIS PUBLIC WORKS CONTRACT (“Contract”) is dated effective this ____ day of _____, 20__ and is made by and between the City of Tumwater, a Washington municipal corporation (“City or Owner”), and **Sare Electric Inc.**, a Washington corporation (“Contractor”).

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Electric Vehicle Charger Installation for City of Tumwater Fleet** project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties (“Parties”) agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Electric Vehicle Charger Installation for City of Tumwater Fleet** project. The Project includes, without limitation, the installation of one Level 2 Electric Vehicle (EV) charging station each at the following locations: City Hall at 555 Israel Road, the Police Station at 555 Israel Road, the Fire Station at 311 Israel Road, the Fire Station at 405 Linwood Avenue, and at Old Town Center at 215 North 2nd Avenue, and other work; as detailed in the Scope of Work, all in accordance with the Contract Documents (“Work”). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract; Scope of Work attached as Attachment A; Notice of Completion of Public Works Contract attached as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Performance Bond attached as Exhibit E-1; Payment Bond attached as Exhibit E-2; Contractor’s Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; Special Provisions; current State Prevailing Wage Rates attached as Appendix A; Federal Wage Rates attached as Appendix B;; incorporated herein by this reference (collectively the “Contract Documents”). Work shall be completed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within one hundred (100) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day (rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit B, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the

City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the “one call” locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Scope of Work, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents (“Term”).

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the elements and requirements necessary to complete the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Scope of Work, which amount shall constitute full and complete payment by the City (“Total Compensation”).

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Project Manager. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Project Manager and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

(a) Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a

reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.

- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with Attachment A, Scope of Work, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 **Result of Termination.** In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) **Stop payments.** The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) **Complete Work.** The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) **Take Possession.** The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.
- (4) **Remedies Not Exclusive.** No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 **Contractor Indemnification.** The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor,

its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial General Liability insurance shall be written with limits no less than \$4,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$3,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of \$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5)D included in these Contract Documents);
- (3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as Exhibit F, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the Scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

10. PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond, attached to this Contract as Exhibit E-1, and a Payment Bond, attached to this Contract as Exhibit E-2, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Project Manager the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

16. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501-6515

SARE ELECTRIC, INC.
2540 Black Lake Boulevard SW
Tumwater, WA 98512-6116

Debbie Sullivan, Mayor

Telephone: 360-352-2628
Tax ID#: 601-257-309

Attest:

Melody Valiant, City Clerk

By: _____
Type/Print Name: _____
Title: _____

Approved as to Form:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____ 20____.

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____.



Attachment A

Scope of Work

Thank you for the opportunity to submit a quote for the installation of Level 2 Electric Vehicle (EV) charging stations for the City Fleet, as outlined in the Request for Quotes dated April 15, 2024.

After carefully reviewing the requirements outlined in the RFQ, we are pleased to provide the following proposal:

I. Work Overview

Sare Electric has performed eleven Blink Charger installations since October 2022. We have a great relationship and communication with the company. Making for easy turnkey projects.

II. Outline of Tasks, Products, and Project Schedule

Installation of Level 2 EV Charging Stations:

a. City Hall - 555 Israel Road SW, Tumwater WA

Installation of one Level 2 dual port Blink Series 7 Plus EVCS (Duration 2 weeks)

- Trench for underground conduit work, inspection, backfill and restoration
- Install 100A 2 pole breaker in the new 400A NEMA3R Panel installed for the Police EVCS(see b.)
- Install conduit and wire penetrate outside and transition to PVC underground conduit
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location
- Install and commission Blink EVCS (OFCI)
- Final inspection

b. Police Department (behind gate) - 555 Israel Road SW, Tumwater WA

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 3 parking spaces (Duration 3-4 weeks)

- Trench for underground conduit work, inspection, backfill and restoration
- Install 800A CT Can with meter utilize 400A (dependent on utility transformer having capacity and PSE approval)
- Provide two spare 2.5" conduits for second future 400A panelboard

Post Office Box 12870 Olympia Washington 98508-2870
 telephone (360) 352-2628
 facsimile (360) 754-1366
 SAREEI*001BD



- Provide 2" future conduit for additional EVCS
- Install 400A 3PH nema3r panelboard with two 100A 2 pole breakers for EVCS
- Install service feeders and feed 400A panelboard
- Service Inspection
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location
- Install and commission Blink EVCS (OFCI)
- Final inspection

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

c. Fire Station - 311 Israel Road SW, Tumwater, WA

- Trench for underground conduit work, inspection, backfill and restoration
- Saw cut concrete to install charges at nearest two parking stalls
- Install 100A 2 pole breaker in MDP (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and penetrate outside and transition to PVC underground conduit
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

d. Fire Station - 405 Linwood Ave, Tumwater, WA

- Trench for underground conduit work, inspection, backfill and restoration
- Install 100A 2 pole breaker in MDP (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and wire penetrate outside and transition to PVC underground conduit
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

Post Office Box 12870 Olympia Washington 98508-2870
 telephone (360) 352-2628
 facsimile (360) 754-1366
 SAREEI*001BD



Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

e. Old Town Center - 215 N 2nd Ave SW

- Trench for underground conduit work, inspection, backfill and restoration
- Saw cut concrete to install charges at nearest two parking stalls
- Install 100A 2 pole breaker in available panelboard (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and penetrate outside and transition to PVC
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

<u>Description</u>	<u>Number of Hours</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Installation Labor	396	\$ 119.20	\$ 47,202.05
Installation Parts/Supplies	1	\$ 37,756.22	\$ 37,756.22
Permits/Inspections	1	\$ 1,000.00	\$ 1,000.00
Site Restoration	1	\$ 1,000.00	\$ 1,000.00
Painting, Striping, Signage	1	\$ 2,500.00	\$ 2,500.00
Other (Utility Fee Budget Subject to PSE):			\$ 10,000.00
Sales Tax (9.7%)			\$ 9,647.45
TOTAL			\$ 109,105.72
(Optional) Overhead LED Lighting and Installation for Charging Stations Per Pole	1	\$ 9,763.30	\$ 9,763.30

IV. Examples of Firm's Experience

1. Highline School District, Burien, WA installed new 480V service w/ eight Level 3 Bus EV Chargers
2. Intercity Transit, Olympia, WA installed three Blink IQ200 Dual Port Chargers
3. Olympic College, Bremerton, WA installed five Blink IQ200 Single Port Chargers
4. Highline College, Des Moines, WA installed two Blink IQ200 Dual Port Chargers with CMS

Post Office Box 12870 Olympia Washington 98508-2870
 telephone (360) 352-2628
 facsimile (360) 754-1366
 SAREEI*001BD



V. References

1. Bo Campbell, Deployment Manager, Blink Charging, bcampbell@blinkcharging.com (786)922-1624
2. Tanya Baker, Project Manager, Tumwater School District, Tanya.Baker@tumwater.k12.wa.us (360)239-0413
3. Ellie Daneshnia, Executive Director of Capital Planning & Construction ellie.daneshnia@highlineschools.org (206)631-7575

VI. Conclusion

We believe that our proposal meets the requirements outlined in the RFQ and demonstrates our capability to successfully complete the project.

Please find the attached detailed breakdown of costs and additional information.

Affirm:

- ✓ If selected, at least 15% of crew assigned to this job will be apprentices.
- ✓ This quote was created utilizing prevailing wage rates.
- ✓ If selected, this job will adhere to prevailing wage requirements and reporting.
- ✓ This project can be completed within 6 months of an executed contract with the selected contractor.

Should you have any questions, please do not hesitate to contact us at (360) 352-2628.

Thank you for considering our proposal. We look forward to the opportunity to work with the City of Tumwater on this project.

Dakota Kaech

Post Office Box 12870 Olympia Washington 98508-2870
telephone (360) 352-2628
facsimile (360) 754-1366
SAREEI*001BD

Exhibit A

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

The City of Tumwater has determined that the _____[Project] has been Physically Completed per Section 1-08.5 of the Standard Specifications as of _____, 20____, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely,

Manager

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Exhibit B

CONTRACT CHANGE ORDER AGREEMENT



PROJECT: PROJECT #: CONTRACTOR:	CHANGE ORDER NO: <input style="width: 100%;" type="text"/> ORIGINAL CONTRACT AMOUNT: <input style="width: 100%;" type="text"/> UNDER ESTIMATE NO: <input style="width: 100%;" type="text"/>
---	---

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
SUB TOTAL					\$ -	\$ -
NET INCREASE/DECREASE			\$ -			
PREVIOUS CHANGE ORDER TOTALS					\$ -	\$ -
TOTAL CHANGE ORDERS					\$ -	\$ -
TOTAL NET			\$ -			
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT						

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

The amount of working/calendar days that will be added to the total authorized contract days as a result of _____

APPROVED BY:

CONTRACTOR: _____ DATE: _____

DIRECTOR, WATER RESOURCES & SUSTAINABILITY _____ DATE: _____

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Exhibit C

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant of
employment because of race, religion, creed, color, national origin, sex, marital status,
disability, sexual orientation, age or other basis prohibited by state or federal law. This
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

Complaints may be submitted to the City Project Manager,
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

Signed

(Contractor or Subcontractor)

Type/Print Name

Date

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Exhibit D

CERTIFICATE OF INSURANCE

This is to certify to the City of Tumwater, Washington that the following policies are in force for:

Name of Insured _____

Address _____

Contract Title and/or Description of Job _____

1. GENERAL LIABILITY

A. Commercial, General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than:

- (1) Commercial General Liability insurance shall be written with limits no less than \$4,000,000 each occurrence, \$4,000,000 general aggregate, and a \$3,000,000 products-completed operations aggregate limit (or as allowed in Public Works Contract Section 9 affording total liability limits of not less than stated).
- (2) Business Automobile Liability Coverage (including any and all leased, owned, hired or non-owned vehicles used in any activities associated with this contract) with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including personal injury or death, and property damage.

B. The following coverages are included in both Primary and Excess Liability Contracts.

- | | | |
|---|------------------------------|-----------------------------|
| (1) Broad Form Property Damage Coverage | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (2) Blanket Broad Form Contractual | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (3) Stop-Gap Employer's Contingent Liability | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (4) Underground Damage, Collapse and Blasting
or Explosion | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (5) Contractor's Protective | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (6) Personal Injury Liability
(Libel, Slander, Defamation, etc.) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (7) Products and Completed Operations | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (8) Non-owned and Hired Auto Coverage | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (9) Mobile Equipment | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (10) _____ | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

C. General Requirements of Policy(ies) shall include, but not be limited to:

- (1) City of Tumwater is an additional named insured by endorsement as respects this contract and such insurance as is carried by the contractor is primary.
- (2) In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) days written notice shall be furnished the City of Tumwater prior to the date of non-renewal, cancellation or change, such notice to be sent to City of Tumwater Risk Manager, 555 Israel Road SW, Tumwater, WA 98501.

- (3) City of Tumwater has no obligation to report occurrences unless a claim is filed with the City of Tumwater; and City of Tumwater has no obligation to pay premiums.
- (4) The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<u>Insurance Company(ies)</u>	<u>Policy No.</u>	<u>Effective</u>	<u>Expires</u>

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of Insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Type/Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

2. COMPENSATION INSURANCE

The following coverages are provided as indicated:

A. Workman’s Compensation Act of the State of Washington
(Account No. _____)

B. United States Longshoremen’s and Harborworker’s Compensation Act:

YES NO

<u>Insurance Company(ies)</u>	<u>Policy No.</u>	<u>Effective</u>	<u>Expires</u>

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Type/Print Name

Subscribed and sworn to before me this ___ day of _____, 20____.

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

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Exhibit E-1

**CITY OF TUMWATER
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, (“Principal”) and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2024 for the Electric Vehicle Charger Installation for City of Tumwater Fleet Project.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the

City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety’s evaluation of the dispute is not complete or in the event the Surety disputes the City’s claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City’s declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma (“WAMS”). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2024.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By

Type/Print Name

Title

Address

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit E-2

**CITY OF TUMWATER
PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, (“Principal”) and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2024 for the Electric Vehicle Charger Installation for City of Tumwater Fleet Project.

NOW, THEREFORE if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety’s evaluation of the dispute is not complete or in the event the Surety disputes the City’s claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the

Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City’s declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma (“WAMS”). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2024.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By

Type/Print Name

Title

Address

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit F

CITY OF TUMWATER

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

(Choose ONLY One)

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates _____, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

Complete, with appropriate signatures, the following ***Exhibit G RETAINAGE BOND TO CITY OF TUMWATER***, if choosing to bond for retainage.

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Project Title:

I hereby certify that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____.

I also certify that no liens have been received within 60 days from the above date from any person, persons, mechanics, subcontractors or materialmen who has performed any work or provided any material of subject contract.

Contract Manager

Type/Print Name

Department Director

Type/Print Name

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.)

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Exhibit G

RETAINAGE BOND TO CITY OF TUMWATER

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal (“Principal”), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety (“Surety”), are jointly and severally held and firmly bonded to the City of Tumwater (“City”) in the penal sum of: _____ (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the _____ project, which contract is incorporated herein by this reference (“Contract”), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal

or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 2024, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: _____

Type/Print Name

Title: _____

Address: _____

CORPORATE SEAL OF SURETY: [SURETY]

By: _____

Attorney-in-Fact
(Attach Power of Attorney)

Type/Print Name

Title: _____

Address: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

Type/Print Name

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that _____, who signed the said bond on behalf of the Surety, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

Type/Print Name

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: October 3, 2024
 SUBJECT: Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP)

1) Recommended Action:

Place the Interagency Agreement with Washington Department of Commerce for WAEVCP on the October 15, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council on January 19, 2021 by Resolution No. 2021-001. The TCMP includes action T3.10 “zero emission fleets.” The City completed a Fleet Electrification Assessment in November 2023 which estimated the number of fleet vehicles that can be electric between 2024 and 2030 and the number and types of charging stations that would be needed to support those vehicles. This WAEVCP grant will fund the installation of charging stations at five City facilities to help meet those identified needs.

This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

3) Policy Support:

City Council Strategic Priorities and Goals 2023 – 2024, Be a Leader in Environmental Sustainability - Continue to update and advance the Climate Action Plan.

City of Tumwater Contracting & Purchasing Policies and Procedures

1.6 Environmental Purchasing Requirements - Vehicles: Replace gas and diesel vehicles with Electric or Hybrid vehicles. Exceptions may be granted for medium- and heavy-duty vehicles for which there are no electric or hybrid models available and/or the cost is unreasonably prohibitive (RCW 43.19.648).

4) Alternatives:

- Reject the WAEVCP grant funding, potentially jeopardizing the City’s standing with Department of Commerce for future grant opportunities.
-

5) Fiscal Notes:

This WAEVCP grant will fund \$78,000 of the total fleet charging station upgrade, estimated to cost just over \$122,000. Additional funding in the amount of \$40,000 is anticipated from Puget Sound Energy’s Up & Go Electric for Fleet incentives. The remaining \$4,181 is currently budgeted from the City’s general fund.

6) Attachments:

- A. Agreement



Interagency Agreement with

City of Tumwater

through

Washington Electric Vehicle Charging Program (WAEVCP)

**Contract Number:
24-92802-030**

For

City of Tumwater Fleet Charging – 5 Sites

Dated: Thursday, August 15, 2024

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Face Sheet

Contract Number: 24-92802-030

**Energy Division, Clean Transportation Unit
 Washington Electric Vehicle Charging Program (WAEVCP)**

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) NA	
3. Contractor Representative Alyssa Jones Wood Sustainability Coordinator 360-754-4140 ajoneswood@ci.tumwater.wa.us		4. COMMERCE Representative Tatum Holestine Contract Manager 509-606-3536 tatum.holestine@commerce.wa.gov	
5. Contract Amount \$78,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 08/15/2024	8. End Date 08/12/2025 (provided funds are re-appropriated into the next biennium)
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001520		11. SWV # SWV0007172-0	12. UBI # 344-000-001
13. UEI # LLLDHHS4E5G1			
14. Contract Purpose To install 10 L2 ports at 5 sites in the City of Tumwater.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Site List, Attachment "D" – Sample Application Manual.			
FOR CONTRACTOR _____ Debbie Sullivan, Mayor _____ Signature _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Program Specific Terms and Conditions

1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

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

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

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

2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)

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

- 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 agreement.
- 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 agreement

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

3. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal

4. UNILATERAL AMENDMENT

Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.

Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$78,000.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92802-030. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. 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 Contractor.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract 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.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor 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.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.
- B. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- C. "COMMERCE" shall mean the Washington Department of Commerce.
- D. "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- E. "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.
- F. "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.
- G. "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.
- H. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- I. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- J. "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.
- K. "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.
- L. "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.
- M. "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.
- N. "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.
- O. "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.
- P. "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.
- Q. "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment

- R.** “Office of Minority and Women’s Business Enterprises (OMWBE) contractor” shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.
- S.** “Open Charge Point Interface (OCPI)” shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.
- T.** “Open Charge Point Protocol (OCPP)” shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
- U.** “Operational or in operation” shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- V.** “Overburdened community” shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.
- W.** “Preventive maintenance” shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.
- X.** “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, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Y.** “Project Labor Agreement (PLA)” shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.
- Z.** “Project site” shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.
- AA.** “Public mapping tool” shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.
- BB.** “Society of Automotive Engineers (SAE) J1772 connectors” shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.
- CC.** “Site owner” shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.
- DD.** “Site number” shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. “State” shall mean the state of Washington.
- EE.** “Stub-out” shall mean a combination of electrical equipment on the customer side of an electrical meter, including all the panel upgrades, trenching, conduit, and wiring, needed for a new charger to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- FF.** “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

- GG.** "Successful charging session" shall mean an incident when, following a charge attempt, a customer's electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt.
- HH.** "UL" shall mean the entity, formerly known as "Underwriters Laboratories", that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.
- II.** "Underserved community" shall mean a Census tract with a rating of 9 or 10 on the "underserved" scoring factor as defined in the application manual and determined on the public mapping tool.
- JJ.** "Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

6. **COPYRIGHT**

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

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. **LICENSING, ACCREDITATION AND REGISTRATION**

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;

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

20. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)

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

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

21. WAIVER

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

Attachment A: Scope of Work

Terms used in Attachment A: Scope of Work (Scope of Work) shall have the same meaning as in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS**.

1. Project overview

1.1 Purpose

The purpose of this contract is as described on the Face Sheet of this contract.

1.2 Partners

The Grantee shall include an updated list of project partners in the project management report and all subsequent quarterly report updates.

1.3 Site list

The Grantee shall complete installations for the sites, chargers, ports, connectors, and stub-outs as detailed in **Attachment C: Site List**. The Grantee may request changes to sites and equipment consistent with the change order process as detailed in subsection 2.3 of the Scope of Work.

2. Project management

2.1 Project kickoff

The Grantee shall identify a primary point of contact to COMMERCE, including name, email address, and phone number, and attend a “kickoff” webinar or meeting with COMMERCE within 30 days of contract execution to discuss contract requirements and grantee expectations.

2.2 Project management report

The Grantee shall submit a project management report to COMMERCE within 60 days of contract execution, using a template provided by COMMERCE, to describe planned project activities and milestones broken out by site. The report shall align with **Attachment B: Budget** and describe any changes to expected costs and funds following contract execution. The report will also describe plans to comply with funding requirements and state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA).

The Grantee shall issue updates to the project management report on a quarterly basis to COMMERCE, starting no later than four months following contract execution and until all sites are fully installed and a final report has been submitted and approved. The quarterly report shall be submitted no later than 15 days after the end of each quarter, using the reporting template provided by COMMERCE.

2.2.1 Project activities and milestones

The Grantee shall include project activities and milestones achieved to date and anticipated in the next quarter, and any changes to the project management report, project partner list, risks and issues mitigated, and lessons learned. Activities and milestones must include:

- Information received from the electric utility serving each project site on expected electrical make-ready (on both the utility and customer sides of point of service delivery) and interconnection activities, costs, and timing.
- Expected permitting activities, costs, and timing.

2.2.2 Project expenditures

The Grantee shall include an updated milestone/invoicing schedule with invoices completed to date and anticipated milestone completion dates for the duration of the grant. While Commerce does not anticipate requiring more detailed expenditure information as part of quarterly reporting, Grantee shall maintain project fiscal records in alignment with Generally Accepted Accounting Principles (GAAP) and in sufficient detail to show that a) grant funding has been spent only on eligible costs as outlined in **Attachment D: Sample Application Manual**, and b) grant funds have not been comingled with any non-grant (match) funds.

2.3 Change orders

Changes to **Attachment A: Scope of Work** and/or **Attachment C: Site List** may be requested by the Grantee using the change order request template provided by COMMERCE. Within the limits defined in Subsections 2.3.1-2.3.4 of **Attachment A: Scope of Work**, Commerce may consider and accept such changes. For change order forms affecting only information contained in **Attachment A: Scope of Work** and/or **Attachment C: Site List**, a change order will be considered to be accepted by COMMERCE once the applicable COMMERCE representative has signed the form. Change orders affecting contract information outside of **Attachment A: Scope of Work** and/or **Attachment C: Site List** (including but not limited to: grant amount, start date, or end date) require a formal contract amendment.

2.3.1 Grant amounts

Change orders may be accepted by COMMERCE if such orders change the scope of work in a way that requires a lower or same COMMERCE grant amount as the current contract. Commerce will not consider change order requests if the scope of work changes such that projects can only be successfully completed with a higher grant amount than the original contract.

Change orders that remove sites, reduce the quantity of charging ports, or result in removed adders must also reduce the maximum grant amount in this contract consistent with the award process as detailed in the **Attachment D: Sample Application Manual**.

2.3.2 Site changes

The Grantee may request changes to one or multiple sites, including site removal, following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider site change requests if they meet one or more of the following conditions:

- The Grantee has exhausted all reasonable options to make the original site work and COMMERCE has determined that project success is either impossible or unlikely to occur;
- Ownership of the original site changes, or site owner no longer agrees to host chargers on their property;
- Conditions of the original site change such that a charger installation on the site can no longer satisfy all requirements of the contract; or
- Previously anticipated non-program funding is no longer available to support the site.

COMMERCE will only consider site change requests that move grant funding from one or multiple sites to new one or multiple sites if new identified sites have the same or higher score on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**), as described in the application manual, as the lowest score receiving an award.

The Grantee may request site changes in any combination as long as the new project sites can be completed with costs eligible for reimbursement within the current grant amount as outlined in **Attachment D: Sample Application Manual**.

2.3.3 Charging port quantity changes

The Grantee may request changes to the quantity of equipment to be installed, including Level 2 charging ports, DCFC charging ports, and stub-outs, in one or multiple sites following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider equipment quantity change requests if:

- New information learned by the Grantee following contract execution indicates site conditions will add cost or otherwise add risk to project success if contract implementation moves forward unchanged;
- The requested new quantity of Level 2 charging ports, DCFC charging ports, and combination of Level 2 and DCFC charging ports at each affected site does not exceed limits as described by the application manual; and
- The project site score for all affected sites continues to be the same or higher on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**) as the lowest score receiving an award.

2.3.4 Scope of Work requirement exemptions

The Grantee may request exemptions to equipment, installation, and operations and maintenance requirements in **Attachment A: Scope of Work** following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

2.4 Progress meetings

The Grantee shall participate in any progress calls requested by COMMERCE, to be scheduled within a month of the request.

2.5 Project final report

The Grantee shall submit a final report to COMMERCE that:

- Describes the project's purpose, approach, activities performed, results; and
- Includes the project's maintenance and operations service contract or plan.

3. Equipment requirements

3.1 Chargers

3.1.2 Level 2 chargers

All Level 2 chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 7.2 kW power output;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;

- Be certified by a nationally recognized testing laboratory to UL 2594; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

All public site (as defined in **Attachment D: Sample Application Manual**) Level 2 chargers installed at covered project sites shall:

- Support remote start capabilities for, at minimum, payment via a toll-free number; and
- Not require a membership for use.

3.1.2 DCFC chargers

All DCFC chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 100 kW power output;
- Support remote start capabilities for, at minimum, payment via a toll-free number;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers;
- Not require a membership for payment.
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

3.2 Connectors

At least 33% of Level 2 connectors at each project site must be SAE J1772 connectors, and at least 33% of DCFC connectors at each project site must be CCS1 connectors. Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount.

3.3 Stub-outs

The Grantee shall only receive reimbursement for costs on up to three stub-outs per site as listed in **Attachment C: Site List**. To qualify for the future proofing adder, Level 2 installations must either meet the definition above or install a Level 2 receptacle. DCFC stub-out installations must meet the definition of "Stub Out" in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS** of this contract.

3.4 Emergency disconnects

Each DCFC charger must contain disconnecting means of emergency power shutoff (also known as "e-stop" equipment). Emergency shutoff devices or electrical disconnects must be installed no fewer than 20 feet or more than 100 feet from chargers. The emergency shutoff must be installed in a readily accessible location in sight from the chargers and labeled.

4. Installation requirements

4.1 Labor requirements

4.1.1 Prevailing wage

The Grantee shall comply with prevailing wage requirements as detailed in this agreement, and/or as required by law.

4.1.2 Electrical apprenticeship utilization rate

The Grantee shall meet or exceed an electrical apprenticeship utilization rate specified for each site in **Attachment C: Site List**. This requirement shall be waived by COMMERCE if the Grantee demonstrates that one electrician is sufficient to complete all work required by the contract.

Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.

Grantee shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the grant project to COMMERCE in quarterly reports as required in Section 4 of **Attachment A: Scope of Work**.

4.1.3 Project labor agreement

If the Grantee committed to using project labor agreements in their application, the Grantee shall submit to COMMERCE a project labor agreement or agreements covering project sites for which such a commitment was made. All project labor agreements must have been made with at least one labor union, regional council, or association affiliated with the Washington State Building and Construction Trades Council. For any sites covered by a project labor agreement, neither site preparation nor construction work may begin until a project labor agreement is in place.

4.1.4 Office of Minority and Women's Business Enterprises certified contractor

If, in their grant application, the Grantee committed to contracting with Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s), the Grantee shall hire one or more contractors to complete work on the covered project sites that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Grantee shall note such contractors on their project management report and quarterly report updates.

4.2 Installation deadlines

The Grantee shall complete installation and begin operations of all charging ports on each project site according to the required timelines:

- Level 2 charging ports only: within 270 days following contract execution;
- DCFC charging ports only: 580 days following contract execution; and
- Combination of at least one Level 2 charging port and at least one DCFC charging port: within 580 days following contract execution.

The Grantee may request extensions and COMMERCE may grant extensions consistent with Section 2.4 of **Attachment A: Scope of Work**.

5. Operations and maintenance requirements

5.1 Operations and maintenance service agreements

The Grantee shall enter into an operations and maintenance service contract, including a Service Level Agreement (SLA), with a qualified partner to meet requirements of this section of the scope of work.

COMMERCE may waive this requirement if the Grantee demonstrates qualifications and a plan to perform this task without contracting with an external partner.

5.2 Operations requirements

5.2.1 Operations duration

The Grantee shall maintain reliable operations of all Level 2 charging ports during all typical project site operational hours for at least four years, and all DCFC charging ports for at least six years, following their first day of operations.

5.2.2 Uptime

The Grantee shall ensure all charging ports installed are operational no fewer than 97 percent of the charging site's standard hours of operation, as measured by uptime percentage rate, throughout the each charging port's required operations duration.

Uptime percentage rate shall be calculated as $U = \frac{T-D+E}{T} * 100\%$, with:

- U = Uptime reporting percentage for the reporting period.
- T = Total time of project site operational hours during the reporting period.
- D = Total downtime during the reporting period, including excluded downtime.
- E = Excluded downtime during the reporting period.

Downtime shall be measured as any period of time within the standard hours of operation in which a charger is not operational, including:

- A period in which the charging port's response to the central system's request for notification of operative status indicates that the connector or charging port is in an inoperative state; and
- A period in which maintenance logs show initial notice of a physical or otherwise non-networked issue that results in a non-operational status prior until maintenance logs show repairs have returned the charging port to an operational status.

Excluded downtime shall be defined as a period of downtime caused by any of the following reasons:

- Downtime before initial installation;
- Electric grid power loss that cuts off power supply to the charging port;
- Any failure to charge due to the fault of the vehicle;
- Preventive maintenance, up to 24 hours per year;
- Physical damage to hardware caused by a third party, including vandalism or theft, up to five days for each event;
- Telecommunication network outages beyond the control of the Grantee; and
- Extraordinary events, including natural disasters that are unforeseeable and impossible to plan for in advance.

5.3 Maintenance requirements

The Grantee shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting;
- Monitor network performance;
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice; and
- Provide charging station users with call center service at all times of operation that will assist users with any technical issues encountered at the stations.

5.4 Distribution of educational materials

The Grantee shall work with site owners to ensure residents of multifamily buildings and/or employees at commercial buildings served by multifamily and workplace project sites (as defined in **Attachment D: Sample Application Manual**) under this contract are aware of the opportunity to use chargers. To satisfy this requirement, the Grantee shall ensure partner site owners distribute educational materials to residents and/or employees and offer timely responses to questions on use of chargers.

The Grantee shall ensure any educational materials distributed to residents of multifamily buildings and/or employees at commercial buildings meet requirements detailed in **the term “Acknowledgement of Climate Commitment Act Funding”** of this agreement.

This requirement does not apply if the contract does not include any multifamily or workplace project sites.

5.5 Utilization and reliability reporting requirements

Following submission of the final report, the Grantee shall submit an operations report with data on each charger once every six months until the end of the operational duration. The Grantee shall submit the report no later than 15 days after the end of each six-month period with the following data for the quarter and cumulatively over total operations:

- Average hours per day the charger drew power.
- Average hours per day the charger was connected to an electric vehicle.
- Average kWh per day the charger port dispensed.
- Uptime percentage rate per charger, with all data needed to verify calculations including an itemized summary of the date, duration, and category all excluded downtime being claimed for a reporting period.
- The percentage of successful charging sessions to the total number of charge attempts for each charger.
- All instances of preventative maintenance.
- Time log with information on reported charger malfunctions and corresponding repairs.
- Proof of network monitoring and call center service.

6. Scope of work violations

Nothing in subsections 6.1-6.3 shall be interpreted to limit, alter, or supersede Commerce’s rights under the **GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, and the PROGRAM SPECIFIC TERMS AND CONDITIONS** of this agreement.

6.1 Failure to submit reports or attend meetings

Failure to submit required reports or attend required meetings will be treated as a default, which left uncured, may result in COMMERCE’s right to recapture disbursed funds and terminate any obligation to disburse additional funds.

6.2 Violation of equipment and installation requirements

Costs incurred on any activity subject to this contract that result in a violation of requirements, including variances from project information in the scope of work, shall be considered disallowed costs and treated as a default, which left uncured, may result in COMMERCE’s right to recoup disbursed funds and terminate any obligation to disburse additional funds for the site(s) for which the violation occurred.

6.3 Violation of operations and maintenance requirements

The first failure to meet operations and maintenance requirements will result in a warning and required improvement plan explaining how improvement will be made in future reporting periods. Repeat violations will result in COMMERCE’s right to recoup up to ten percent of disbursed project costs.

Attachment B: Budget

Site/Milestone	Milestone/Deliverable	Deliverable Description	Expected Completion	Percent of Grant Budget	Applicant Match	Amount of Grant
0	Project Management/Planning		10/2024	10%	\$-	\$7,800.00
	Project management report	Project management report completed, meeting all requirements described in Attachment A: Scope of Work				
Fleet Site #1				17%	\$9,436.00	\$13,500.00
F1.A	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
F1.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
F1.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
Fleet Site #2				17%	\$9,436.00	\$13,500.00
F2.A	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
F2.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
F2.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
Fleet Site #3				17%	\$9,436.00	\$13,500.00
F3.A	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
F3.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00

F3.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
Fleet Site #4				17%	\$9,436.00	\$13,500.00
F4.A	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
F4.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
F4.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
Fleet Site #5				21%	\$6,437.00	\$16,200.00
F5.A	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,860.00
F5.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,860.00
F5.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$6,480.00
			Totals	100%	\$44,181.00	\$78,000.00

Grant Amount	\$78,000.00
Project Total	\$122,181.00

Attachment C

Site #	Site host organization	Site Type	Address	City	County	Zip code	Parcel ID	Number of DCFC chargers	Number of DCFC ports	Minimum number of CCS Connectors per site	Number of Level 2 chargers	Number of Level 2 ports	Minimum number of J1772 Connectors per site	Total number of stub-outs	Number of stub-outs for future DCFC chargers	Number of stub-outs for future Level 2 chargers	Commitment to Apprenticeship Labor (%)	Commitment to Use Project Labor Agreement	Commitment to Contract with MWBE
SITE #1	CITY OF TUMWATER	FLEET DEPOT	555 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700200000	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #2	CITY OF TUMWATER	FLEET DEPOT	311 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700100100	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #3	CITY OF TUMWATER	FLEET DEPOT	405 LINWOOD AVENUE	TUMWATER	Thurston	98502	9090004002	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #4	CITY OF TUMWATER	FLEET DEPOT	215 NORTH 2ND AVENUE SOUTHWEST	TUMWATER	Thurston	98512	80601500100	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #5	CITY OF TUMWATER	FLEET DEPOT	555 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700200000	0	0	0	2	2	0.66	3	0	3	3	25% NO	NO

**Attachment D:
Washington EV Charging Program
Application Manual**

05/16/2024

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Program Overview

The Washington State Electric Vehicle Charging Program (“WAEVCP” or “Program”) was created by Governor Inslee, the Washington State Legislature, and the Washington State Department of Commerce for a cleaner, greener future. This Program aims to reduce greenhouse gas emissions and fossil fuels, improve air quality, and promote equity in access to electric vehicle charging infrastructure.

This Program provides \$64 million in awards to eligible applicants who install electric vehicle (“EV”) chargers at eligible sites, with a focus on installations of chargers at priority sites. Priority sites include multifamily housing, public charging locations, tribal communities, and other historically underserved and overburdened communities. The WAEVCP aims to allocate forty percent (40%) of total funding, and total project-funded charging ports, to sites in overburdened communities outside of federally recognized tribal lands. Both Level 2 (“L2”) and DC Fast Charging (“DCFC”) funds/ports will be considered towards this goal.

The Department of Commerce contracted with Center for Sustainable Energy (“CSE”), The Whitener Group (“TWG”), and Western Washington Clean Cities Coalition (“WWCCC”) to serve as Technical Assistance Partners for the administration of this Program. Technical Assistance Partners will assist Commerce with sharing information about the program and provide support services for applicants and grantees.

WAEVCP has specific equipment requirements, eligible costs, scoring methodology, and outreach resources. WAEVCP supports installations at existing and new development. For new development sites, WAEVCP only funds chargers that exceed the minimum requirements of the applicable building codes.

Following the announcement of the funding opportunity on August 15, 2023, the WAEVCP will follow this schedule of key dates:

Milestone	Date
Applications open & Initial Technical Assistance Services	September 6 – December 1, 2023
Webinar #1	September 13, 2023
Webinar #2	October 11, 2023
Webinar #3	November 14, 2023
Applications due	December 1, 2023
Application review period	December 1, 2023 – January 16, 2024
Award date	February 26, 2024
Secondary Technical Assistance Period	January 16 – June 30, 2024

Application Process

Applications may be submitted by a lead agency from the Eligible Applicant List below. The lead agency should be able to communicate regularly with the Department of Commerce, submit information on planned installations and their progress, and manage administrative needs. An application can contain requests for funding for multiple sites. Sites will be scored individually and funded individually.

Applicants can apply between September 6 and December 1, 2023. There is no financial or other incentive to apply early – this is not a first-come, first-serve program. This Program uses a scoring matrix that does not award any points based on submission time or day. All applications must be received by

December 1, 2023. Applicants are encouraged to attend a webinar to learn about the program requirements and technical assistance resources.

Applications will be available through the Zoom Grants platform beginning September 6, 2023. A link to Zoom Grants will be available on the main program website, www.waevcharging.org (Click Apply buttons) and below for reference:

- Application document link: https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants.

To complete the application document, applicants must utilize the Mapping Tools for the appropriate site type. The Mapping Tool helps automate several key site scores and has a printable Site Report to assist applicants with data entry. The Mapping Tools are available at the links below and via links within the Application Document.

- **Residential Tool for Multifamily Housing Sites:** <https://bit.ly/EV-Residential-Grant-App>
- **Public Tool for All Other Sites:** <https://bit.ly/EV-Public-Grant-App>

Partner organizations that are supporting the installation should be included in the application document. The local retail electric utility must be added as a partner on each site in an application. Applicants must upload their application document back to Zoom Grants. Applicants are responsible for ensuring that their application information is correct and responding to any requests for additional information from the Department of Commerce.

The Department of Commerce will contact applicants with any clarifications needed on their application.

Selected applicants will need to complete a contract with the Department of Commerce to finalize their award. As part of the contract process, applicants will be required to submit additional documents and information to the Department of Commerce to verify their organization type, project details, and other application content. A list of required information will be available at the time of the awards

Technical assistance will be available between September 6 and December 1, 2023, for any applicant, and between the date of awards and June 30, 2024 for applicants who were awarded funding.

Eligible Applicants

Lead Applicants

Lead Applicants should provide details on their proposed installation in the Application Document available on Zoom Grants here:

https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants.

Lead applicants can only submit one (1) application per county, and must be one of the following:

- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.
- **Tribal Entities:**

- Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
- Applicants: Federally recognized tribes.
- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.
- **Community-Based Non-Profits:** IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.

If an eligible lead applicant is looking for local site hosts or partner organizations, including EV service providers, they can view the free Potential Site Host & Partner Directory on the program website Resource Library Page: <https://waevcharging.org/resource>.

Building owners/managers or EV service provider companies will need to partner with an eligible lead applicant, as listed above. Building owners/managers, EV service provider companies and others who are not eligible lead applicants can enter their information on the Interested Partners & Site Hosts Directory so that lead applicants can contact them to partner on an application.

Interested Partners & Site Hosts Directory is located on the WAEVCP website Resources Page: <https://waevcharging.org/resource>.

Partner Applicants

Partner Applicants can be added to any application as an additional interested party and can be any of the eligible applicant types or a designated representative of the site.

- In the case that an application contains a Lead Applicant that is not a Retail Electric Utility, a Retail Electric Utility must be listed as a partner on the application. Any application that does not contain a Retail Electric Utility as a Lead or Partner Applicant may be considered ineligible.

Funding Award Disbursement Schedule

Award funds will be distributed to applicants that are selected and contract with Commerce (grantees) on a per-site basis. The schedule for funds disbursement will be issued as per a schedule outlined in the contract. Award funds will not be provided via a lump sum at the time of award notice or at contract execution. All funding is on a reimbursement basis. Reimbursements will be made based on approved invoicing and document requirements. Grantees must demonstrate that an invoice was paid before it is submitted for reimbursement. Required completion timelines for all installations are outlined below.

The contract between the lead applicant and the Department of Commerce will have additional requirements, documentation needs, regular reporting, and other critical information such as required completion timelines and ongoing maintenance and operation reporting.

All funding is subject to state appropriation and grantees are to receive Program funds on a reimbursement basis.

Required Completion Timelines

Funded installations must be completed according to the schedule below, starting at the contract start date. Extensions may be granted on a case-by-case basis at the sole discretion of the Department of Commerce in the event it is determined that the required completion timeline is not feasible.

Applications needing an extension should contact their assigned contract specialist for any questions post-award.

Installation Type	Completion Timeline (from contract start date)
Level 2 Chargers	270 Calendar Days
DC Fast Chargers	580 Calendar Days
Combination Sites (Level 2 and DC Fast Chargers)	580 Calendar Days

Project Priorities and Funding Distribution

Eligible Site Type	Funding Available	Percent of Program Funding	Charger Types
Multi-Family Housing	\$28,800,000	45%	Level 2
Public Charging	\$25,600,000	40%	Level 2 and DC Fast Charger
Fleet Depots & Workplaces	\$9,600,000	15%	Level 2
All Eligible Site Types	\$64,000,000	100%	

Eligible Site Types Definitions

Eligible Site Type	Definition
Multi-Family Housing	A residential development with five or more units. Hotels and motels do not qualify as multifamily housing.
Public Charging	To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
Fleet Depot	A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the installation's purpose is for personal vehicles of employees, the site must qualify as a workplace use. Fleet depot installations do not need to be available to the public.

Workplace	<p>A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site).</p> <p>Workplace installations do not need to be available to the public.</p>
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Eligible Project Status

To be eligible for this Program, planning must begin after September 6, 2023. No construction is to begin before the contract execution date. The purpose of this requirement is to ensure that funds are distributed to projects that would not otherwise be installed without the Program.

Eligible Costs

Eligible costs are those incurred on/after the Commerce contract start date and do not exceed maximum allowable award per charging port and per charger.

- **Design/Planning/Engineering**
 - Capacity analyses for the charging station site.
 - Design and engineering for the charging station.
 - Project management.
 - Electrical permitting.
 - Construction permitting.
- **Installation**
 - Charging station installation labor, including, but not limited to:
 - Grading.
 - Trenching.
 - Wiring.
 - Filling.
 - Paving.
 - Sealing.
 - Mounting.
 - Commissioning.
 - Any of the above activities related to the completion of eligible stub outs.
 - Charging station installation materials, including, but not limited to:
 - Concrete.
 - Asphalt.
 - Rebar.
 - Formwork.
 - Conduit.
 - Drainage equipment.
 - Installation equipment.
 - Any of the above material, as needed for the completion of eligible stub outs.
 - Project-related signage, bollards, wheel stops, painting, and striping.
 - Required ADA upgrades to site due to project.

- Does not include upgrades of existing ADA non-compliance.
- **Electrical Equipment**
 - Eligible equipment (EVSE) that meets equipment requirements.
 - Utility-side and customer-side make-ready, including, but not limited to:
 - Transformers.
 - Electrical panels/switchgear.
 - Cable/Wires.
 - Additional make-ready equipment needed for eligible stub-outs.
- **Emergency shut-off or “e-stop” equipment required at each site, not necessarily on each charging station.**
- **Energy storage equipment.**
- **All-inclusive solar EV charging systems.**
- **Load/demand management equipment.**
- **Ongoing Services (networking, load management, maintenance, etc.)**
 - Network service agreements with network provider.
 - Service level agreements, including the following services for the installed equipment:
 - Remote monitoring.
 - Preventative maintenance.
 - Repair.
 - Extended equipment warranties.
 - Load/demand management software and services.
- **Safety and Security**
 - Lighting.
 - Cameras, and any signage related to cameras.
 - Integrated solutions for the prevention of vandalism.

Ineligible Costs

- Costs not specified in the Eligible Costs List above unless otherwise approved by the Department of Commerce.
- Costs covered by other incentives/grants.
- Costs incurred prior to the contract award date with the Department of Commerce.
- Costs for EV charging ports that are required by state building code (applies to new developments only).

WAEVCP & Other Incentive Programs

Combining funds received through the WAEVCP with other incentives is allowed, though the aggregate amount of incentive funding received for each charging station cannot exceed the costs incurred for the corresponding charging station. Grantees will be asked to document participation in other programs as part of the application process.

Matching Funds

The application document asks whether the applicant will be contributing any matching funds to the installation project. Matching funds are not required. However, the seventy-five percent (75%) eligible cost cap outlined in the Incentive Structure section below means that for non-tribal, non-multifamily

sites, the program award can only cover up to seventy-five percent (75%) of project costs. This means that the applicant, if a grantee, would need to find a way to cover the remaining twenty-five percent (25%) of costs, which could be in the form of other grants or incentives.

Scoring

Scoring is done on a per-site basis. An application can contain multiple sites of any eligible site type. There is no minimum score. Scoring includes data from the Mapping Tool and other key information about the proposed installation. Applicants must use the relevant Mapping Tool while completing their application and have the details ready if requested.

The application document contains drop-down menus and other automation to reduce data entry by applicants. Technical assistance is available to any applicant between September 6 and December 1, 2023. All scoring will be verified by the Department of Commerce during application review.

Mapping Tool Links:

- **Residential Tool for Multifamily Housing Sites:** <https://bit.ly/EV-Residential-Grant-App>
- **Public Tool for All Other Sites:** <https://bit.ly/EV-Public-Grant-App>

Residential – Multifamily Housing

Factor	Metric	Points	Percent
Housing affordability	WTN Unaffordability of Housing Score Multiply score by 3 <i>Data: WTN Unaffordable Housing (>30% of Income)</i>	30	30%
Low-income	WTN Median Household Income Multiple scores by 2 <i>Data: WTN Median Household Income</i>	20	20%
Overburdened community	9-10, tribal lands and properties – 30 7-8 – 25 1-6 – Multiply by 3 <i>Data: WTN EHD</i>	30	30%
Labor	Commitment to electrician apprenticeship utilization rates: 25% - 10 20% - 5 15% - 0 (Required)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%

	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses	5	5%
Total		100	100%

Publicly Available Charging

Factor	Metric	Points	Percent
Underserved communities	<p>Average of number of EVSE charging ports per capita in: (1) county; and (2) census tract.</p> <p><u>County</u></p> <p>No charging ports or more than 5,000 people per charging port – 15 points 3,001-5,000 people per charging port – 12 points 2,001-3,000 people per charging port – 9 points 1,001-2,000 people per charging port – 6 points 1-1,000 people per charging port – 3 points</p> <p>Added to:</p> <p><u>Census tract</u></p> <p>No charging ports – 15 points More than 1,000 people per charging port – 10 points 1-1,000 – 5 points</p> <p><i>Data: Alternative Fuel Data Center</i></p>	30	30%
Geographic gaps	<p>Miles from nearest existing or planned EVSE site</p> <p>20+ miles – 10 points 10+ miles – 6 points 5+ miles – 4 points Below 5 miles – 2 points</p> <p><i>Data: Alternative Fuel Data Center</i></p>	10	10%
Future charging events potential	<p>Daily Trip Count (Applicant will give Parcel number using the mapping tool)</p> <p>100+ – 10 points 65-100 – 8 points 15-65 – 6 points 4-15 – 4 points 1-3 – 2 points 0 – 0 points</p>	10	10%

	<i>Data: Replica trip volume data, uses total modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.</i>			
Power level-to-park time fit	<p><u>Avg. dwell time (L2)</u> Assumptions: Use 80% of 300-mile range, 25 miles per hour</p> <p>4-10 hours – 10 points 2-4 hours – 8 points 1-2 or 10-12 hours – 5 points 30 min to 1 hour, 12-16 hours – 2 points Less than 30 min, 16+ hours – 0 points</p>	<p><u>Avg. dwell time (DCFC)</u> Assumptions: 30 minutes to charge 80%</p> <p>Less than 45 minutes – 10 points 45-60 minutes – 6 points 60-90 minutes – 3 points More than 90 minutes – 0 points</p>	10*	10%
Power level-to-park time fit continued	<p><u>Avg. dwell time (Combination)</u> Calculated by charging port and then averaged for site score, rounding to nearest whole number (i.e., if a site will have 4 L2 and 2 DCFC, and the avg dwell time is 60 minutes, the score will be $(4 \times 5) + (2 \times 6) = 32/6 = 5$)</p> <p><i>Data: Replica dwell time data, uses median dwell time of all modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.</i></p>		Same as row above	Same as row above
Overburdened community	<p>9-10, federally-recognized tribal lands and properties – 20 points 7-8 – 16 points 1-6 – Multiply score by 2</p> <p><i>Data: WTN EHD</i></p>		20	20%
Labor	<p>Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)</p>		10	10%
	<p>Commitment to use Project Labor Agreement with construction workers (Y or N)</p>		5	5%
	<p>Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses</p>		5	5%
Total			100 *	100%

Fleet Depots & Workplaces

Factor	Metric	Points	Percent
Site type	Public schools – 30 points	30	30%

	Public transit or port authority – 25 points Other public (federal, state, local, or tribal government) – 20 points Non-public (all other) – 10 points		
Fleet depot	Fleet depot (Y or N)	10	10%
Overburdened community	9-10, tribal lands and properties – 40 points 7-8 – 35 points 1-6 – Multiply score by 4 Data: <i>WTN EHD</i>	40	40%
Labor	Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%
	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses	5	5%
Total		100	100%

***Clarification to scoring table for publicly available sites**

- The previous version of the Implementation Manual dated November 17, 2023, implied 20 points were available in the **power level-to-park time fit** factor for sites with both DCFC and Level 2 charging ports. This was inconsistent with the percent field which correctly noted 10% out of 100% available.
- Combination sites had the same 10 points (not 20 points) available in this factor as sites with only DCFC charging ports or only Level 2 charging ports, with scores calculated using the weighted average described in the corresponding metric cell above.
- The applications have been scored as intended by program rules, with corrections reflected in award notices distributed to applicants on February 26, 2024.

Incentive Structure

The eligible funding amount is a maximum award per site. The maximum award is limited by eligible project costs as defined in the Implementation Manual.

The maximum award per site will fund up to seventy-five percent (75%) of the eligible project costs (as identified on the application) if the site type is public, fleet, or workplace. The applicant/partners, if they become grantees, should plan to cover the remaining percentage. Other programs can be used to fund this remainder.

The maximum award per site will fund up to one hundred percent (100%) of eligible project costs if the site type is multifamily residential or tribal.

The maximum award is a per charging port calculation plus adders if eligible. The equity adder is for sites that score a 9, 10, Tribal for Overburdened Communities. The future proofing adder (stub-out adder) is

\$1,000 per parking spot/stub-out and is limited to a maximum of \$3,000 per site. The equity and future-proofing adders are included in the maximum award calculation.

- If eligible project costs exceed the maximum award, grantees and partners should plan to cover the remainder. Other programs can be used to fund this remainder.
- If costs end up being lower than maximum award, then the maximum will not be disbursed in the full amount.

Award Caps

Equipment Type	Base Award Cap per Charging Port	Equity Adder per Charging Port*	Adder - Future Proofing
Level 2	\$7,500	\$2,500	\$1,000 per parking spot stub-out, up to \$3,000 per site
DCFC	\$85,000	\$25,000	\$1,000 per parking spot stub-out, up to \$3,000 per site

* Sites that score a 9 or 10 on the EHD layer of the Mapping Tool, or are tribal locations, are eligible for the Equity Adder.

Installation Details – Minimum & Maximum Charging Ports

*All sites must have at least 33% of L2 connectors be J1772 and 33% of DCFC connectors be CCS.

Equipment Type	Minimum Charging Ports	Maximum Charging Ports	Connector Types*
Level 2	2	20	J1772 or NACS
DCFC	2	6	CCS or NACS
Combo Site (Level 2 and DCFC)	2	12 (max 6 DCFC)	See Above

Installation Details – Maximum Awards Per Site Examples

Level 2 Only (20 Level 2 charging ports):

$$= 20 * (\$7,500 + \$2,500) + \$3,000 = \$203,000$$

DCFC Only (6 DCFC charging ports):

$$= 6 * (\$85,000 + \$25,000) + \$3,000 = \$663,000$$

Combo Site (6 Level 2 charging ports and 6 DCFC charging ports):

$$= 6 * (\$7,500 + \$2,500) + 6 * (\$85,000 + \$25,000) + \$3,000 = \$723,000$$

Percentage of Eligible Costs Covered

Eligible Site Type	Percentage of Eligible Costs Covered*
Multifamily Housing	100%
Tribal	100%
All others (Public, Fleet Depot, and Workplace)	75%

*Not to exceed maximum allowable award per charging port and per charger.

Equipment Requirements

A Level 2 charger must comply with the following requirements to be eligible:

- Uses the SAE J1772 connector standard or the NACS connector specification.
 - *Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 7.2-kW power output.
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects are publicly available in addition to their residential/work purpose. EMV chip readers are not required.
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1
 - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certified

- EVSE supplying AC power (Level 2) must have ENERGY STAR® certification to the EVSE v1.2 specification.
WAC 194-24-200 currently requires ENERGY STAR® 1.0. However, Commerce has [proposed a rule amendment](#) to instead require ENERGY STAR® EVSE v1.2. This Program requirement will ensure grantees are compliant with the rule once amended.
- Commerce will inform grantees if the rule is amended.
- Commerce will verify Energy Star certification for Level 2 EVSE through the ENERGY STAR® product database.
- Certified by a NRTL to UL 2594.

A DCFC must comply with the following requirements to be eligible:

- Uses the CCS1 connector standard or the NACS connector specification.
 - CHAdeMO connectors are eligible costs but not included for the award cap calculation.
 - *Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 100-kW power output per charger (not per individual charging port).
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. EMV chip readers are not required .
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1.
 - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certification
 - EVSE supplying DC power (DCFCs) are **not** required to have ENERGY STAR® certification.
- Certified by a NRTL to UL 2202 or UL 9741.

Installation Requirements

All Sites:

- Eligible equipment must be installed on one of the following:
 - New EV charging infrastructure at an eligible site (multi-family housing, public charging site, workplace, or fleet depot).
 - Existing EV charging infrastructure at an eligible site, on which a charger has not previously been installed (e.g., a stub-out or make-ready).
 - WAEVCP funding is not to be used for chargers and other elements required as part of state building code requirements for new developments. Funding will be granted for installations beyond the minimum required.

- Each site must have an emergency shut-off or e-stop equipment to assist with emergency response. This requirement does not apply to each individual EV charger but to the power serving each site.
- To qualify for the future proofing adder, Level 2 installations must either meet the definition of a stub-out or may choose to install a Level 2 receptacle. DCFC stub-out installations must meet the definition above. Stub-out installations are defined as follows:
 - A complete “stub-out” installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- Connector Types
 - At least 33% of incented connectors on site must be J1772 and/or CCS.
 - For sites with both Level 2 and DCFC equipment: at least 33% of L2 connectors should be J1772 connectors and at least 33% of DCFC connectors should be CCS1 connectors.
 - A charger-connector configuration capable of outputting 1-20kW should be considered as L2 (which is the output band for J1772) and a charger-connector configuration capable of outputting at least 100kW should be considered as DCFC (100kW matches the minimum power output requirement for DCFC).
 - Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
 - Internet connection via Cellular, Wi-Fi, or Ethernet is required. Public chargers should be on public networks. All other site types may use either public or private networks.
 - Exclusion available for internet dead zones via grantee self-attestation. Self-attestation documents will be made available to grantees.
 - Must comply with all applicable State requirements for EVSE and charging stations.
 - Includes laws and policies regarding consultations with federally recognized tribal lands, tribes, and members as required.
 - Labor license/certification requirements:
 - Contractor license and electrician certification.
 - Apprentices allowed with valid identification and in accordance with state laws. At least 15% of electrical crew should be apprentices – this is the minimum required. Additional points will be awarded during scoring for those sites supporting up to 25% apprentices on crew.
 - Each site must have at least 15% apprenticeship utilization. If an application contains multiple sites that are funded, the requirement must be met/exceeded at each site within an application.
 - All labor performed must adhere to prevailing wage requirements and provide satisfactory documentation.
- Additional restrictions
 - WAEVCP funding is not to be used for charging sites required as part of building code requirements for new development.

- Installation on undeveloped sites (new development) is allowed if installation provides at least two (2) additional charging ports above what is required. Installations with one (1) additional charging port are not eligible.
- If EV-ready spots are required but chargers aren't, then only the cost of installing the chargers – no pre-wiring, etc. – is eligible for funding.
- Grantees will be asked to provide information on their site to the Department of Commerce and applicable building codes.

Multi-Family Housing and Workplace Sites:

- All equipment requirements as outlined in the “All Sites” section above, and:
- Community Education Requirement
 - To support electric vehicle adoption and charger use, grantees with installations at Multi-Family Housing and Workplaces are required to share information including operation instructions, basic information about types of EV chargers with a focus on Level 2 chargers and share access information to the new chargers on site.
- If the charging equipment is publicly available, in addition to residential or workplace purpose:
 - A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
 - A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.

Public Charging Sites:

- All equipment requirements as outlined in the “All Sites” section above, and:
- The intent of public charging sites is to provide charging for the public, especially EV users without access to residential or workplace charging.
- To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
- A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.
- Public chargers should be on public networks, meaning that the charging equipment is publicly viewable on the network's listings and is available for the public's use. All other site types may use either public or private networks.

Operational Requirements

All Sites:

- Charging units must remain operational for the following terms:
 - Minimum of six (6) years for DCFC equipment
 - Minimum of four (4) years for L2 equipment

- Acts of God such as floods, etc. impacting charger operation are the grantee's responsibility if not covered under warranty.
- Charging session data sharing requirements are the same as the operational requirements:
 - Minimum of six (6) years for DCFC equipment.
 - Minimum of four (4) years for L2 equipment.
- If a charging session, either the full session or a partial session, is offered at no cost, it must be disclosed at the location where the charging session is initiated and prior to a user or a vehicle initiating a charging session.
- A subscription, membership, or account cannot be required to initiate a charging session.

Multifamily Sites and Public Sites not set to free-vend.

Each charger point of sale must, at a minimum, provide the following information, if applicable:

- A fee for use of the parking space.
- A non-member fee for use of the charger.
- The price per kWh or MJ in USD.
- Potential changes in the price per kWh or MJ in US Dollars, due to variable pricing.
- Any other fees charged for a charging session.
- Each charger point of sale must provide means for conducting a charging session in at least one language other than English, considering the demographics of the area and the language(s) most commonly spoken in that location.

Network Requirements

- Must, at minimum, use Open Charge Point Interface ("OCPI") version 2.1.1 or 2.2 standards.
- Uses OCPP1.6 or 2.0.1 – certification is not required.
- Sites except multifamily sites and public sites set to free-vend must be capable of facilitating payment via a toll-free number.
- Must be capable of remotely initiating a charging session.

Definitions



- **Adder:** Additional award amount for installations/sites that meet specified priority criteria.
- **Application/Application Document:** The form used to provide information regarding the applicant and proposed sites for the purpose of determining eligibility, communication, and cover key questions such as lead applicant organization.
- **Charging Connector:** The plug delivering power between the charger and the on-board vehicle charging equipment.
- **Charging Port:** An access point for electric vehicle charging. Typically identified as the number of charging connectors that an EVSE can simultaneously provide power to.
- **Community-Based Non-Profits:** IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.
- **Eligible Applicant:** The designated organization/representative that is eligible for the program and will be submitting the application and managing the application details and communication with Commerce and other stakeholders. Applicants that receive funding are responsible for contracting with the Department of Commerce and sub-awarding to any project partners.

- **Eligible Site:** A site that qualifies for the program based on program design. Eligible sites include multi-family housing (five [5] or more units), public charging sites, workplaces, and fleet depots.
- **Electric Vehicle Supply Equipment (“EVSE”):** The unit controlling the power supply to one or more vehicles during a charging session. Colloquially referred to as a charger.
- **Electric Vehicle (“EV”) Charging Station:** A continuous installation of EVSE that is served by a common point of service.
- **Environmental Health Disparities Map:** An interactive mapping tool showing environmental and health risks by census tract to identify disparities and improve equity. Integrated into Mapping Tool to assist with site scoring. Refer to scoring for more information.
- **Fleet Depot:** A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the purpose of the installation is for personal vehicles of employees, the site must qualify as a workplace use.
- **Future charging events potential:** A scoring component calculated through the Mapping Tool. Future charging events potential is defined as daily trip count. Refer to scoring for more information.
- **Geographic gaps:** A scoring component calculated through the Mapping Tool. Geographic gaps are defined as miles from nearest existing EVSE sites (AFDC, includes current and planned). Refer to scoring for more information.
- **Housing affordability:** A scoring component calculated through the Mapping Tool. Defined as Washington Tracking Network (“WTN”) Unaffordability of Housing Score which measures income spent on housing needs.
- **Installation:** EV charging station deployed because of this Program. One (1) installation corresponds to one (1) site.
- **Lead Applicant/Lead Entity:** An organization that is the point of contact managing an application on behalf of multiple participating partners. See Eligible Applicant.
- **Low-income community:** A scoring component calculated through the Mapping Tool. Sites will be prioritized in low-income communities along with other socio-economic and environmental characteristics through the Mapping Tool. For income levels, this program utilizes the WTN Median Household Income data in the Environmental Health Disparities Map. Refer to scoring for more information.
- **Mapping Tool:** A map combining data on various socio-economic, environmental, and other topics used to score each site and manual scoring criteria linked to site and project characteristics.
- **Multi-Family Housing:** A residential property with at least five (5) or more housing units. Hotels and motels are not considered multi-family housing for this program.
- **OMWBE:** A business owned and controlled by minority, women, and socially and economically disadvantaged persons as per the Washington Office of Minority and Women’s Business Enterprises. A directory of contractors is available at this website: <https://omwbe.wa.gov/directory-certified-businesses>.
- **Overburdened Community:** A Census tract with a score of 9 or 10, or a tribal location according to the Environmental Health Disparities Map V2 and/or a federally recognized tribe is an overburdened community for the purposes of this program. Reference Mapping Tools for more information and to view the score for a particular site.

- **Partner:** Collaboration between applicant and one or more organizations that will be supporting the installation. Partners can be any of the eligible applicant types or a designated representative of the site.
- **Power level-to-park time fit:** A scoring component calculated through the Mapping Tool. This estimates charger utilization by estimating dwell time and has distinct calculations per type of charger (Level 2 or DC Fast Charger).
- **Project Labor Agreement (“PLA”):** PLAs are pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (contractors/project owners) that establish the terms and conditions of employment for a specific construction project.
- **Proposed Sites:** A site where an installation is being proposed and is submitted for consideration of award funding.
- **Public Access:** To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.
- **Public Schools:** K-12 public schools and school district buildings and bus depot facilities, and higher education facilities, including dormitories. . Bus depot facilities include those owned and operated by contracted services in contract with a public school or school district.
- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.
- **Rural:** Population density and land area criteria used for rural area assistance and other programs as per the Office of Financial Management (wa.gov).
- **Scoring:** The process of assigning numerical values for each scoring criteria to determine application priority. The scoring for this program is a combination of scores derived from the Mapping Tool and other site or project characteristics.
- **Site:** Developed real property substantially under the common control of a single entity serving residents/employees/customers/guests for a common purpose.
- **Site Readiness:** How ready the design for an installation is for construction, including any required design and permitting approvals and preparation for construction.
- **Stub-out (make-ready):** A complete “stub-out” installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- **Tribal Entities**

- Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
- Applicants: Federally recognized tribes.
- **Underserved Community:** The people to charging ports ratio for the site's Census tract and county as calculated by the Mapping Tool. Underserved in this context means underserved by existing EV infrastructure. Refer to the scoring for more information.
- **Workplaces:** A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site).

 An official website of the Washington state government [Here's how you know](#) 

-  **The .gov means it's official.**
A .gov website belongs to an official government organization in the United States.
-  **The site is secure.**
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



MENU

[Home](#) › [Washington Climate Action At Work](#) › [Climate Commitment Act: Polluters Pay, Communities Benefit](#) › Climate Commitment Act Brand And Style Guidelines

Climate Commitment Act brand and style guidelines

Overview

To strengthen public awareness of how Climate Commitment Act (CCA) funding is put to work, state agencies and recipients of programs or projects funded by the CCA are directed to use a funding acknowledgment and/or logo.

The Climate Commitment Act logo is a symbol of the state's commitment to fighting climate change and pollution. The simple but powerful design conveys our progress towards a cleaner, zero emission future. The primary color palette is the three shades of green representing the Evergreen State's natural beauty and its commitment to environmental protection.

The funding acknowledgment provides standard language for websites, press releases, public outreach materials and other related promotional products.

The guidance below provides general information about funding acknowledgment language and logo usage. Funding

recipients should refer to their contracts for information about if and when these requirements apply.

Funding acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in project- or program-related publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language to be used is:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

Funding acknowledgments in additional languages are available at the [bottom](#) of this page.

Logo usage

The logo should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts.

The logo should always be displayed on a white background. If a white background isn’t possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required.

The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo file.

Primary logo

Download: [PNG](#) [SVG](#)



Primary logo with border & white background

Download: [PNG](#) [SVG](#)



CCA Logo Style & Branding

Social media icon

Download: [PNG](#)



Grayscale logo

Download: [PNG](#) [SVG](#)

ONLY use the grayscale logo for black and white printing, limited color printing, or low-resolution displays.



White logo

While the primary CCA logo is always preferred, circumstances may necessitate using an alternative white logo. To ensure optimal visual impact, use only the listed logos with the black background or one of the approved CCA green hues.

Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



Non-allowable logo modifications -- DO NOT: Squeeze, stretch, or condense logo out of proportion or reduce size smaller than

100px.



Do not retype or change the font in the logotype.



Do not combine with other elements.



Do not outline the logo.



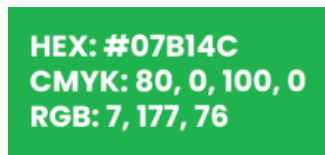
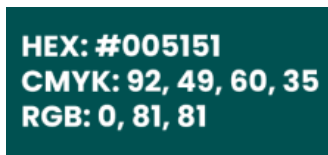
Do not place logo on low contrast background.



These are just a few examples of non-allowable modifications. For more information, please contact the Office of the Governor.

COLORS

Primary Green



Grayscale

HEX: #000000
 CMYK: 0, 0, 0, 100
 RGB: 0, 0, 0

HEX: #585858
 CMYK: 0, 0, 0, 65
 RGB: 88, 88, 88

HEX: #A6A6A6
 CMYK: 0, 0, 0, 35
 RGB: 166, 166, 166

FONTS

Title font: Oswald Regular

Logo type: Poppins Bold

TITLE FONT: OSWALD REGULAR
FUNDED BY WASHINGTON'S

LOGO TYPE: POPPINS BOLD
CLIMATE COMMITMENT ACT

FUNDING ACKNOWLEDGMENTS IN ADDITIONAL LANGUAGES

Spanish

El [PROGRAM NAME / GRANT / ETC.] cuenta con el respaldo del financiamiento proveniente de la Ley de Compromiso Climático de Washington. CCA (Climate Commitment Act, Ley de Compromiso Climático) apoya los esfuerzos de acción climática de Washington y utiliza el dinero del programa de límite e inversión para reducir la contaminación climática, crear empleos y mejorar la salud pública. Para obtener información sobre la CCA, visite www.climate.wa.gov.

Simplified Chinese

[PROGRAM NAME / GRANT / ETC.] 由Washington州《气候承诺法案》提供资金支持。CCA (Climate Commitment Act, 气候承诺法案) 支持Washington州的气候行动, 将“限额和投资”资金用于减少气候污染、创造就业机会和改善公众健康。有关CCA的信息, 请访问 www.climate.wa.gov。

Vietnamese

[PROGRAM NAME / GRANT / ETC.] được hỗ trợ bằng nguồn tài trợ từ Đạo Luật Cam Kết Khí Hậu của Washington. CCA (Climate Commitment Act, Đạo Luật Cam Kết Khí Hậu) hỗ trợ các nỗ lực chống biến đổi khí hậu bằng cách sử dụng tiền từ chương trình cap-and-invest (giới hạn phát thải và đầu tư khoản thu từ quyền phát thải vào các sáng kiến khí hậu) nhằm giảm ô

nhiễm không khí, tạo việc làm và cải thiện sức khỏe cộng đồng. Thông tin về CCA được đăng tại www.climate.wa.gov.

Ukrainian

[PROGRAM NAME / GRANT / ETC.] фінансується за кошти, здобуті за допомогою Закону про зобов'язання з боротьби зі зміною клімату штату Washington. CCA (Climate Commitment Act, Закон про зобов'язання з боротьби зі зміною клімату) підтримує зусилля штату Washington із боротьби зі зміною клімату через внески коштів, здобутих від обмежень та інвестицій, у скорочення забруднення клімату, створення робочих місць і покращення громадської охорони здоров'я. Інформація про CCA доступна на вебсайті www.climate.wa.gov.

Marshallese

[PROGRAM NAME / GRANT / ETC.] ej bök jibañ in jāān jen Climate Commitment Act (Kakien eo an state ñan an kombani im doulul ko elabtata aer kōjērbal kiaj ko rej kōmman an māānānlōk mejatoto bwe ren kadiklok aer kōjērbal mōttan kein) an Washington. Climate Commitment Act (Kakien eo an state ñan an kombani im doulul ko elabtata aer kōjērbal kiaj ko rej kōmman an māānānlōk mejatoto bwe ren kadiklok aer kōjērbal mōttan kein, CCA) ej jibañ jērbal ko an Washington ñan kejbarok mejatoto im jikin ko ipelaakid ilo an kōjējjet joñan ko relabtata im lelok jāān im jērbal ko ñan kadiklok baijin im ettonon ko ilo mejatoto, kōmman an wōr jērbal, im kōkmanmanlōk ejmour ko an armij. Ewōr melele kin CCA ilo www.climate.wa.gov.

TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: October 3, 2024
 SUBJECT: Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project

1) Recommended Action:

Place the offer letters for the Reykdal and Langton properties on the October 15, 2024 City Council consent calendar to acquire right-of-way needed to complete the Percival Creek Fish Passage Barrier Removal project, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a fish passage barrier due to slope. The City plans to replace the culvert with a larger one to allow fish to pass under the road unobstructed, with construction planned to take place during the summer of 2025.

To complete this project, minimal right-of-way is necessary to be acquired. On parcel 577103000 owned by Ms. Langton, the City is acquiring 3,659 square feet of property and placing another 2,110 square feet in a temporary construction easement. On parcel 12833110500 owned by the Reykdal family, the City is placing another 1,137 square feet in a temporary construction easement. The City has been working with Tierra Right of Way to complete the acquisition of these properties.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Remove obstructions to fish passages

4) Alternatives:

Request changes to the offer letters.

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT’s PROTECT grant funding program, \$100,000 of which can be used to pay for costs related to right-of-way acquisition. In total, it will cost \$24,800 to acquire the necessary property from Ms. Langton and \$9,250 to acquire the necessary property from the Reykdal family.

6) Attachments:

- A. Offer letter for the Reykdal Property
- B. Offer letter for the Langton Property



A C L S C O M P A N Y

DATE: 6/20/2025
TO: City of Tumwater
Attn: Meridith Greer
555 Israel Road
Tumwater, WA 98501

RE: Project Name: City of Tumwater – Percival Creek Fish Passage
Property Owner: Chris and Kimberly Reykdal
Project Parcel No. 12833110500
TRW File Number: 22WR00-501.01

DOCUMENT(S) TRANSMITTED:

Hand Delivered US Mail Pick-up Other

Table with 3 columns: Date, No., Item. Rows include Offer Letter, Temporary Construction Easement, Real Estate Excise Tax Affidavit, and Real Property Voucher.

- For your Approval & Process
For your Information
As Requested
For your Signature
For your Use
For Review & Comment
Other:

COMMENTS:

Please let me know if you have any questions.

Thank you,

Handwritten signature

Kristian Azizeh
Project Manager
Tierra Right of Way Services, Ltd.
8685 Martin Way E., Ste 203, Lacey, WA 98516
206.677.8355 office | 800. 887.0847 | www.tierra-row.com

RECEIVED BY: DATE:





A C L S C O M P A N Y

June 17, 2024

Chris & Kim Reykdal
2311 Sapp Road Southwest
Tumwater, WA 98512

Offer Letter

Project Title: Percival Creek Fish Passage Barrier Removal
Federal Aid No.: PROTECT-5210(003)
Parcel No.: 12833110500

Dear Mr. & Mrs. Reykdal:

The City of Tumwater (Agency) plans to proceed with the above-titled public project. The project involves the replacement of a full barrier culvert with a four-sided box culvert. Additionally, the project will include the placement of large wooden material structures and the regrading of the stream. The project also includes the reconstruction of the roadway and the addition of bike lanes and sidewalks.

The purpose of this letter is to notify you of the following:

- The Agency's interest in acquiring your property and/or property rights for this project.
The Agency's determination of just compensation for your property and/or property rights.
The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency's offer is as follows:

Table with 3 columns: Description, Calculation, and Amount. Rows include Temporary Construction Easement (Active/Inactive), Improvements (trees), and Total Amount (\$9,250).



An administrative offer is based upon market research and is used when the property rights being acquired involve compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property rights purchased and responsible for its control and management.

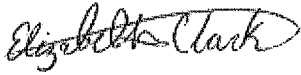
If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired
- The necessary legal documents for the transferring of the property or property rights.
- Real Estate Excise Tax Affidavit
- Real Property Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

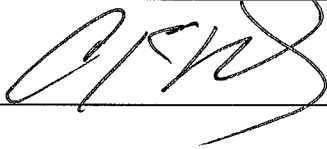
Sincerely,



Elizabeth Clark
Right of Way Agent
Tierra Right of Way Services, Ltd.
8685 Martin Way E. Suite #203 Lacey, WA 98516
eclark@tierra-row.com
564.214.5610 | <https://www.tierra-row.com/>

Enclosures

Acknowledgment of receipt of Offer Letter

Signature:  Date: 6/17/24

Signature above does not mean acceptance or rejection of offer.

When Recorded Mail To:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Attn: Brandon Hicks

TEMPORARY EASEMENT
Percival Creek Fish Passage Barrier Removal

Grantor (s): Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife
Grantee (s): CITY OF TUMWATER, a Washington Municipal Corporation
Property Legal Description (abbreviated): PTN of PTN NE1/4 NE1/4 33-18-2W
Assessor's Tax Parcel ID#(s): A portion of 12833110500

The Grantors, Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, grant, convey, and warrant, to the CITY OF TUMWATER, a Washington municipal corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands, Property, for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project, Project.

Said Property being situated in Tumwater, Washington, and legally described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

1. Purpose. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon the Property for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project. The site will be used to access Percival Creek with large machinery to help place the retaining wall, culvert, and realign the stream channel. The trees on the property will be protected during construction. Upon completion of the work the ground will be graded to its pre-construction position and all disturbed soil will be hydroseeded with long term mulch and fertilizer.

2. Term. The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and will have an active construction period of one-year and an inactive construction period of 2.08-years and shall terminate on December 31, 2026.

It is further agreed that this Temporary Easement may be extended by up to one-year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantors in writing, and render payment, prior to exercising this option.

3. Indemnification. Grantors agree to indemnify, defend, and hold Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.

4. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

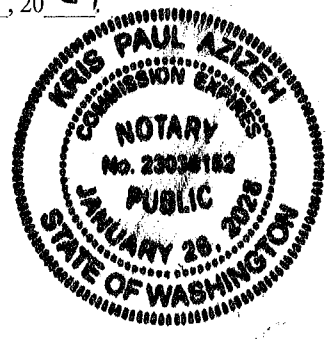
It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Tumwater unless and until accepted and approved hereon in writing for the City of Tumwater, by its authorized agent.

****Signatures on the following page****

DATED THIS 17th day of June, 2024

GRANTORS:

[Signature]
Signature
Name Printed: Christopher P. Reykdal
Title: Owner



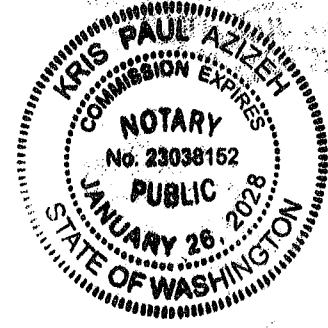
State of Washington)
County of Thurston) ss

I certify that I know or have satisfactory evidence that Chris Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 1/26/2028

[Signature]
Signature
Name Printed: Kimberly E. Reykdal
Title: Owner



State of Washington)
County of Thurston) ss

I certify that I know or have satisfactory evidence that Kim Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 1/26/2028

City of Tumwater

Debbie Sullivan, Mayor

EXHIBIT A

Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

COMMENCING FROM the Northeast corner of said Section 33;

Thence North 88°45'13" West, along the north line of said Section 33, 763.43 feet to a point;

Thence South 02°14'22" West 20.00 feet the TRUE POINT OF BEGINNING of the herein described easement being in the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence South 88°45'13" East, along the south right-of-way line of Sapp Road SW, 65.00 feet to a point;

Thence South 63°10'02" West 74.36 feet to the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence North 02°14'22" East 35.01 feet to the POINT OF BEGINNING;

Contains 1,137 square feet, more or less.

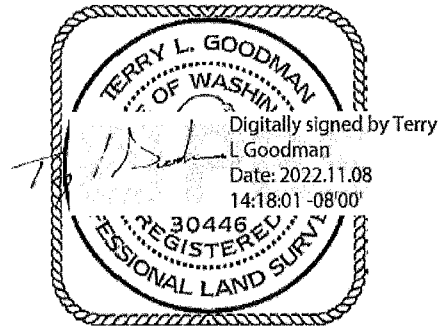


EXHIBIT A

Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

COMMENCING FROM the Northeast corner of said Section 33;

Thence North $88^{\circ}45'13''$ West, along the north line of said Section 33, 763.43 feet to a point;

Thence South $02^{\circ}14'22''$ West 20.00 feet the **TRUE POINT OF BEGINNING** of the herein described easement being in the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence South $88^{\circ}45'13''$ East, along the south right-of-way line of Sapp Road SW, 65.00 feet to a point;

Thence South $63^{\circ}10'02''$ West 74.36 feet to the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence North $02^{\circ}14'22''$ East 35.01 feet to the **POINT OF BEGINNING**;

Contains 1,137 square feet, more or less.

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after March 1, 2023. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Chris and Kim Reykdal, husband and wife
Mailing address 2311 Sapp Road Southwest
City/state/zip Tumwater, Washington 98512
Phone (including area code) 360-790-3151

2 Buyer/Grantee

Name City of Tumwater
Mailing address 555 Israel Road Southwest
City/state/zip Tumwater, Washington 98501
Phone (including area code)

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor
Mailing address
City/state/zip

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Row 1: PTN 12833110500, \$ 654,600.00

4 Street address of property 2311 Sapp Road Southwest

This property is located in Tumwater (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached Exhibit A

5 11 - Household, single family units

Enter any additional codes N/A (see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Print name

7 List all personal property (tangible and intangible) included in selling price.

N/A

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-206 Reason for exemption

Threat of Eminent Domain

Type of document Temporary Construction Easement

Date of document

Table with 2 columns: Description, Amount. Rows include: Gross selling price 1,400.00, *Personal property (deduct) 0.00, Exemption claimed (deduct) 1,400.00, Taxable selling price 0.00, Excise tax: state (Less than \$525,000.01 at 1.1% 0.00, From \$525,000.01 to \$1,525,000 at 1.28% 0.00, From \$1,525,000.01 to \$3,025,000 at 2.75% 0.00, Above \$3,025,000 at 3% 0.00, Agricultural and timberland at 1.28% 0.00, Total excise tax: state 0.00, Local 0.0050, *Delinquent interest: state 0.00, Local 0.00, *Delinquent penalty 0.00, Subtotal 0.00, *State technology fee 5.00, Affidavit processing fee 5.00, Total due 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Name (print) Date & city of signing

Signature of grantee or agent Name (print) Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

Civil Creek Fish Passage - REETA Document



Chris Reykdal <chris4wakids@gmail.com>

To: Kristian Azizeh

Forward Reply all Reply Thu 6/20/2024 10:59 AM

Hi Kristian,
I just found out that (with your permission) I can sign the REETA as your agent. That be okay with you?

Yes

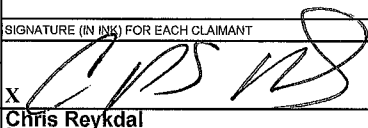
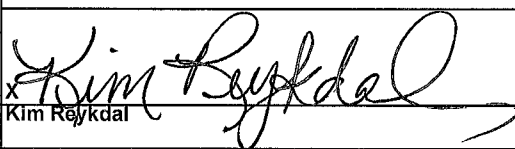
On Thu, Jun 20, 2024, 10:34 AM Kristian Azizeh <kazizeh@tierra-row.com> wrote:
Okay, got it. I just found out that (with your permission) I can sign the REETA as your agent. That be okay with you?



Kristian Azizeh
Project Manager, Pacific Northwest
Tierra Right of Way Services, Ltd.
3685 Martin Way E. #203, Leacey, WA 98516
206.677.8335 office | 800.887.0847 | www.tierra-row.com

This message, including any attachments, contains confidential information intended for a specific individual and purpose, and is protected by law. Any disclosure, copying, or distribution of this message or the taking of any action based on it, by anyone other than the intended recipient, is strictly prohibited.

REAL PROPERTY VOUCHER

AGENCY NAME City of Tumwater 555 Israel Road Southwest Tumwater, WA 98501		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Chris and Kim Reykdal 2311 Sapp Road Southwest Tumwater, WA 98512		TIN/SSN: 531-96-5725	SIGNATURE (IN INK) FOR EACH CLAIMANT X  Chris Reykdal	DATED 6/17/24
PROJECT NO. AND TITLE Percival Creek Fish Passage Barrier Removal		X  Kim Reykdal		6.17.24
FEDERAL AID NO. PROTECT-5210(003)	PARCEL NO. 12833110500			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Construction Easement: 1,137 SF			+	\$1,400 ®
IMPROVEMENTS: One mature cyprus tree, three mature trees, one mature rhododendron, and two medium deciduous trees				\$7,850.00
DAMAGES: Cost to Cure Proximity Other			+ + +	
SPECIAL BENEFITS				
JC (Just Compensation) Amount				\$9,250.00
REMAINDER: Uneconomic Remnant Excess Acquisition			+ +	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT			+	
STATUTORY EVALUATION ALLOWANCE			+	
ESCROW FEE			+	
REAL ESTATE EXCISE TAX			+	
OTHER:				
ACQUISITION AGENT Elizabeth Clark		DATE 6/17/24	Voucher No.	TOTAL AMOUNT PAID \$9,250.00
AUTHORIZED AGENT FOR AGENCY		DATE		

LPA-321 10/2014



DATE: 9/11/2024
TO: City of Tumwater
Attn: Meridith Greer
555 Israel Road
Tumwater, WA 98501

RE: **Project Name:** City of Tumwater – Percival Creek Fish Passage
Property Owner: Cassandra Langton
Project Parcel No. 57710300000
TRW File Number: 22WR00-501.01

DOCUMENT(S) TRANSMITTED:

- Hand Delivered US Mail Pick-up Other

Date	No.	Item
9/10/2024	1	Warranty Deed – Needs City signature
9/10/2024	2	Temporary Construction Easement – Needs City signature
9/10/2024	3	Real Estate Excise Tax Affidavits – Needs City signature
9/10/2024	4	Real Property Voucher – Needs City signature
9/10/2024	5	W9

- For your Approval & Process
- For your Information
- As Requested
- For your Signature
- For your Use
- For Review & Comment
- Other:

COMMENTS:

Please let me know if you have any questions.

Thank you,

Kristian Azizeh
Project Manager
Tierra Right of Way Services, Ltd.
8685 Martin Way E., Ste 203, Lacey, WA 98516
206.677.8355 office | 800. 887.0847 | www.tierra-row.com

RECEIVED BY: _____ **DATE:** _____



After recording return document to:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Document Title: Warranty Deed
Reference Number of Related Document:
Grantor: Cassandra Langton
Grantee: City of Tumwater
Legal Description: Portion of Lot C Of Alteration No 2. Of Klahowya
Additional Legal Description is on Pages 4-5 of Document
Assessor's Tax Parcel Number: 57710300000

WARRANTY DEED

Percival Creek Fish Passage Barrier Removal

The Grantor, **Cassandra Langton, as her separate estate**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Tumwater, a municipal corporation**, Grantee, the following described real property situated in Thurston County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibits A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

WARRANTY DEED

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Tumwater** unless and until accepted and approved hereon in writing for the **City of Tumwater**, by its authorized agent.

Date: Cassandra Pelt, Sept 10 2024

Cassandra Langton

Accepted and Approved

City of Tumwater

By: _____
Debbie Sullivan
Mayor

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
: SS
County of Thurston)

On this 10th day of September before me personally appeared **Cassandra Langton** to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of Washington, residing at 23403 SE 260th Court

My commission expires 1/26/28

Maple Valley, WA
98038



WARRANTY DEED

EXHIBIT A

Legal Description

Tract 1 – Fee Acquisition

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

COMMENCING FROM the Northeast corner of said Section 33;

Thence North 88°45'13" West, along the north line of said Section 33, 763.43 feet to a point;

Thence South 02°14'22" West 30.00 feet to the northeast corner of Tract C of Plat Alteration of Klahowya recorded under Auditor's File No. 3705511, Thurston County Subdivision Records and the **TRUE POINT OF BEGINNING** of the herein described tract;

Thence North 88°45'13" West, along the south right-of-way line of Sapp Road SW, 158.70 feet to **Point A**;

Thence South 01°14'47" West 11.00 feet to an angle point;

Thence South 70°49'00" East 45.46 feet to **Point B**;

Thence South 88°45'13" East 115.02 feet to the east line of said Tract C;

Thence North 02°14'22" East 25.00 feet to the **POINT OF BEGINNING**;

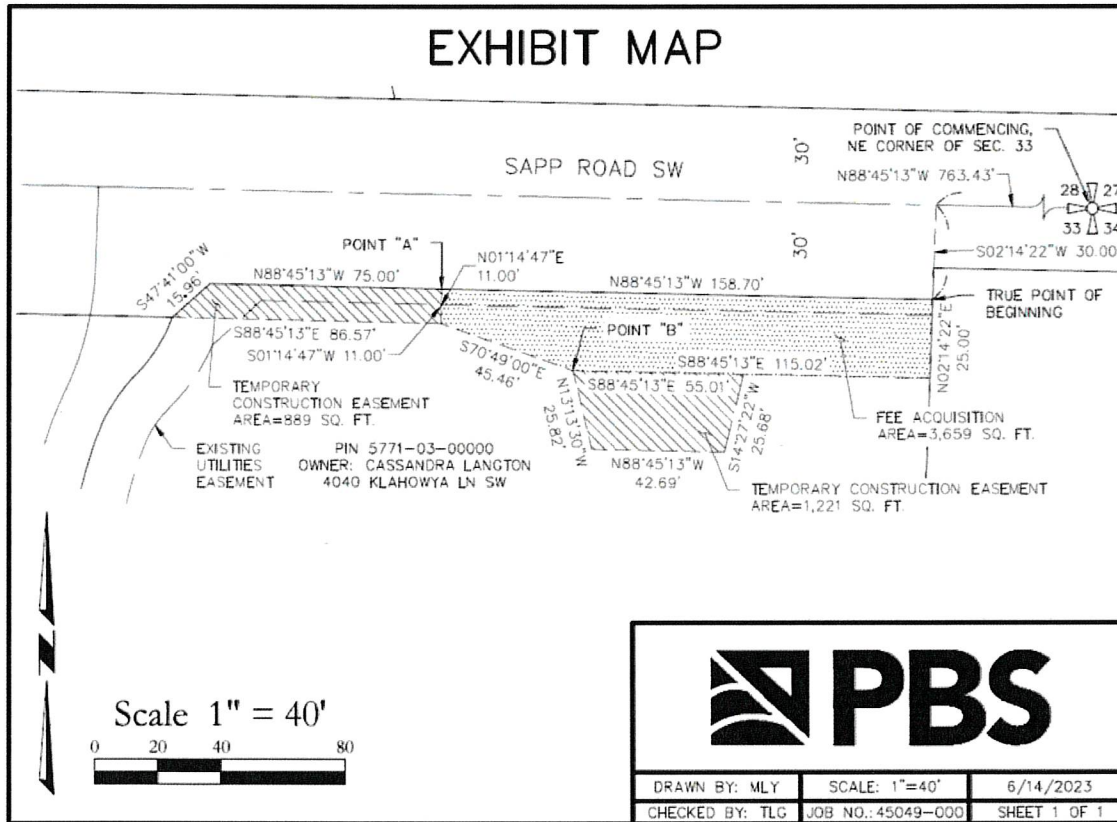
Contains 3,659 square feet, more or less.

Grantor's Initials



WARRANTY DEED

EXHIBIT B



When Recorded Mail To:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Attn: Brandon Hicks

TEMPORARY EASEMENT
Percival Creek Fish Passage Barrier Removal

Grantor (s): Cassandra Langton, as her separate estate
Grantee (s): CITY OF TUMWATER, a Washington Municipal Corporation
Property Legal Description (abbreviated): Portion of Lot C Of Alteration No 2. Of Klahowya
Assessor's Tax Parcel ID#: A portion of 57710300000

The Grantor, Cassandra Langton, as her separate estate for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, grants, conveys, and warrants, to the CITY OF TUMWATER, a Washington municipal corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands, Property, for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project, Project.

Said Property being situated in Tumwater, Washington, and legally described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

1. Purpose. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon the Property for the construction of the Percival Creek Fish Passage Barrier Removal project. The northwestern portion of the easement (temporary easement adjacent to the road) will be used to access Percival Creek and upgrade the stormwater system and make a connection between the existing sidewalk and the new sidewalk that continues east to the end of the project. Trees in this section will be protected during construction. The second temporary construction easement area (immediately within the existing stream /upstream of the proposed culvert) will be used by heavy machinery to place the culvert and retaining wall within the project site. It will also include instream elements to help ensure fish stay out of the project area during construction by use of a sandbag coffer dam and fish exclusion net. The area outside of the replaced culvert will be restored by using hydroseed and replanting with trees, shrubs, and grasses. These plants include Bowhall Maple, Vine Maple, Big Leaf Maple, Red Alder, Douglas Fir, Western Red Cedar, Saskatoon Serviceberry, Indian Plum, Common Snowberry, Tall Oregon Grape, Salmonberry, Baldhip Rose, Red Flowering Currant, Red Osier Dogwood, and Sitka Willow,

2. Term. The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and will have an active construction period of one-year and an inactive construction period of 2.08-years and shall terminate on December 31, 2026.

It is further agreed that this Temporary Easement may be extended by up to one-year at the

Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

3. Indemnification. Grantor agrees to indemnify, defend, and hold Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.

4. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Tumwater unless and until accepted and approved hereon in writing for the City of Tumwater, by its authorized agent.

****Signatures on the following page****

DATED THIS 10 day of September, 2024.

GRANTOR:

Cassandra Langton
Signature

Name Printed: Cassandra Langton

Title: _____

State of Washington)

) ss

County of Thurston

I certify that I know or have satisfactory evidence that Cassandra Langton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/10/2024

K. Paul Azizeh

(Signature)
Notary Public in and for the State of Washington
My appointment expires 1/26/2028

City of Tumwater

Debbie Sullivan, Mayor



EXHIBIT A

Tract 2 – Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

BEGINNING AT Point A as described above;

Thence North 88°45'13" West, along the south right-of-way line of Sapp Road SW, 75.00 feet to an angle point in said right-of-way line;

Thence continuing along said right-of-way line, South 47°41'00" West 15.96 feet to a point;
Thence leaving said right-of-way line, South 88°45'13" East 86.57 feet to an angle point;

Thence North 01°14'47" East 11.00 feet to the **POINT OF BEGINNING**;

ALSO INCLUDING:

BEGINNING AT Point B as described above;

Thence South 88°45'13" East 55.01 feet to an angle point;

Thence South 14°27'22" West 25.68 feet to an angle point;

Thence North 88°45'13" West 42.69 feet to an angle point;

Thence North 13°13'30" West 25.82 feet to the **POINT OF BEGINNING**;

Containing in all, 2,110 square feet, more or less.

Grantor's Initials



EXHIBIT B

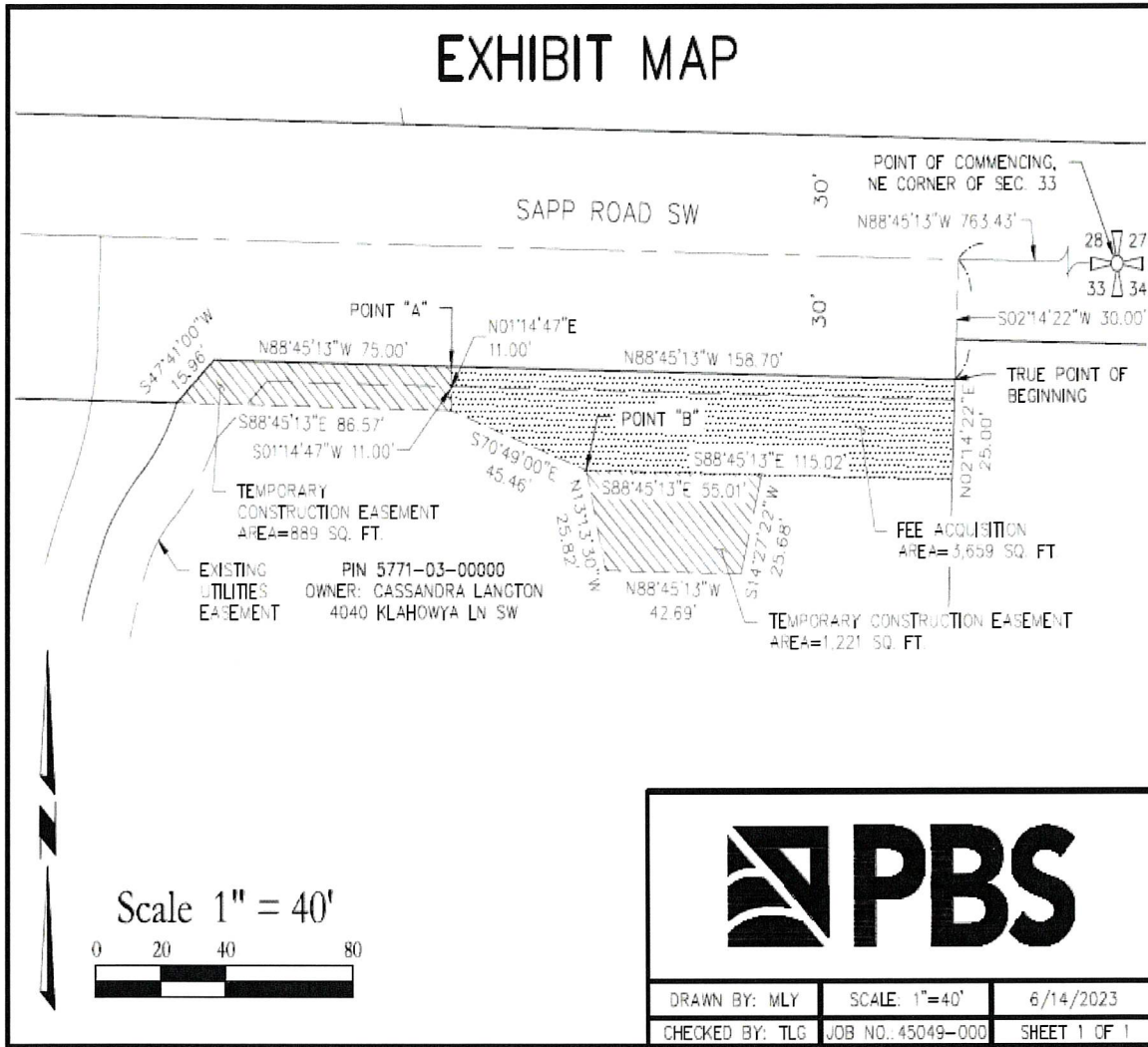


EXHIBIT A

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows.

BEGINNING AT Point A as described above;

Thence North $88^{\circ}45'13''$ West, along the south right-of-way line of Sapp Road SW, 75.00 feet to an angle point in said right-of-way line;

Thence continuing along said right-of-way line, South $47^{\circ}41'00''$ West 15.96 feet to a point;
Thence leaving said right-of-way line, South $88^{\circ}45'13''$ East 86.57 feet to an angle point;

Thence North $01^{\circ}14'47''$ East 11.00 feet to the **POINT OF BEGINNING**;

ALSO INCLUDING:

BEGINNING AT Point B as described above;

Thence South $88^{\circ}45'13''$ East 55.01 feet to an angle point;

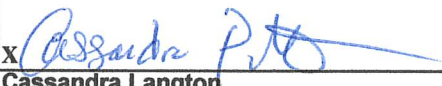

Thence South $14^{\circ}27'22''$ West 25.68 feet to an angle point;

Thence North $88^{\circ}45'13''$ West 42.69 feet to an angle point;

Thence North $13^{\circ}13'30''$ West 25.82 feet to the **POINT OF BEGINNING**;

Containing in all, 2,110 square feet, more or less.

REAL PROPERTY VOUCHER

AGENCY NAME City of Tumwater 555 Israel Road SW Tumwater, WA 98501		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Cassandra Langton 4040 Klahowya Lane SW Tumwater, WA 98512		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT X  Cassandra Langton	DATED 9/10/24
PROJECT NO. AND TITLE Percival Creek Fish Passage Barrier Removal				
FEDERAL AID NO. PROTECT-5210(003)		PARCEL NO. 57710300000		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Construction Easement: 2,110 SF Land Conveyed in Fee: 3,659 SF				\$800.00 \$8,450.00
IMPROVEMENTS: Five mature shrubs, 10 LF of 6-foot tall chainlink fencing, 400 SF of gravel, 100 LF of 5-foot tall rock retaining wall, 30 LF of 2-foot tall rock retaining wall, a mature rhododendron, a mature deciduous tree, three mature evergreen trees.				+ \$12,200.00
DAMAGES: Cost to Cure Proximity Other Invisible fence repair and re-training of dogs				+ + + \$850.00
Special Improvements:				
Total JC (Just Compensation) Amount				\$22,300.00
REMAINDER: Uneconomic Remnant Excess Acquisition				+ +
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT				+ \$2,500.00
STATUTORY EVALUATION ALLOWANCE				+
ESCROW FEE				+
REAL ESTATE EXCISE TAX				+
OTHER:				+
ACQUISITION AGENT Kris Azizeh 		DATE 1/10/24	Voucher No.	TOTAL AMOUNT PAID \$24,800.00
AUTHORIZED AGENT FOR AGENCY		DATE		

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. <small>See Specific Instructions on page 3.</small>	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <i>Cassandra Pittman</i>
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/> <i>(Applies to accounts maintained outside the United States.)</i>
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	5	Address (number, street, and apt. or suite no.). See instructions. <i>9040 Klahowya Ln</i>
	6	City, state, and ZIP code <i>Tumwater WA 98512</i>
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number	
532 - 15 - 7671	
or	
Employer identification number	

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Cassandra Pittman</i>	Date <i>9/10/24</i>
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2024. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Cassandra Langton, as her seprate estate

2 Buyer/Grantee

Name City of Tumwater, a municipal corporation

Mailing address 4040 Klahowya Ln SW

Mailing address 555 Israel Rd SW

City/state/zip Tumwater, WA 98512

City/state/zip Tumwater, WA 98501

Phone (including area code) (360) 870-9771

Phone (including area code) (360)754-5855

Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Row 1: PTN: 5771030000, \$ 1,064,600.00

Mailing address

City/state/zip

4 Street address of property 4040 Klahowya Ln SW

This property is located in Thurston County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Exhibit A

5 11 - Household, single family units

7 List all personal property (tangible and intangible) included in selling price.

Enter any additional codes (see back of last page for instructions)

N/A

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?

If claiming an exemption, enter exemption code and reason for exemption. *See dor.wa.gov/REET for exemption codes*

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)

WAC number (section/subsection) WAC 458-61A-206

6 Is this property designated as forest land per RCW 84.33?

Reason for exemption Threat of Eminent Domain

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?

Type of document Warranty Deed

Is this property receiving special valuation as historical property per RCW 84.26?

Date of document

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

Table with 2 columns: Description, Amount. Rows include: Gross selling price (20,650.00), *Personal property (deduct) (0.00), Exemption claimed (deduct) (20,650.00), Taxable selling price (0.00), Excise tax: state (Less than \$525,000.01 at 1.1% (0.00), From \$525,000.01 to \$1,525,000 at 1.28% (0.00), From \$1,525,000.01 to \$3,025,000 at 2.75% (0.00), Above \$3,025,000 at 3% (0.00), Agricultural and timberland at 1.28% (0.00), Total excise tax: state (0.00), *Delinquent interest: state (0.00), *Delinquent penalty (0.00), Subtotal (0.00), *State technology fee (5.00), Affidavit processing fee (5.00), Total due (10.00)

This land: does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Print name

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Cassandra Langton Name (print) Cassandra Langton Date & city of signing 9/10/24 Tumwater

Signature of grantee or agent Name (print) Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.



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This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Cassandra Langton, as her seprate estate

Mailing address 4040 Klahowya Ln SW

City/state/zip Tumwater, WA 98512

Phone (including area code) (360) 870-9771

2 Buyer/Grantee

Name City of Tumwater, a municipal corporation

Mailing address 555 Israel Rd SW

City/state/zip Tumwater, WA 98501

Phone (including area code) (360)754-5855

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
PTN: 57710300000	<input type="checkbox"/>	\$ 1,064,600.00
_____	<input type="checkbox"/>	\$ 0.00
_____	<input type="checkbox"/>	\$ 0.00

4 Street address of property 4040 Klahowya Ln SW

This property is located in Thurston County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Exhibit A

5 11 - Household, single family units

Enter any additional codes _____
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

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NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature _____ Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____ Signature _____

Print name _____ Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Cassandra Pittman

Name (print) Cassandra Pittman

Date & city of signing 9/10/24 Tumwater

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

7 List all personal property (tangible and intangible) included in selling price.

N/A

If claiming an exemption, enter exemption code and reason for exemption. *See dor.wa.gov/REET for exemption codes*

WAC number (section/subsection) WAC 458-61A-206

Reason for exemption
Threat of Eminent Domain

Type of document Temporary Easement

Date of document _____

Gross selling price	800.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	800.00
Taxable selling price	0.00
Excise tax: state	
Less than \$525,000.01 at 1.1%	0.00
From \$525,000.01 to \$1,525,000 at 1.28%	0.00
From \$1,525,000.01 to \$3,025,000 at 2.75%	0.00
Above \$3,025,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
0.0050 Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
Affidavit processing fee	5.00
Total due	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).
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