



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, January 16, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Interviews - Parks & Recreation Advisory Board Interviews
- B.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- C.** Development Review
- D.** Surplus Items
- E.** Park & City Hall Security Upgrades
- F.** Comcast Franchise Agreement and Ordinance
- G.** Interagency Agreement with the WA. State Dept. of Commerce for 2024 Comprehensive Plan Periodic Update
- H.** Meridian Landscape Maintenance Contract Amendment #2
- I.** 5th Tuesday (January 30th) Meeting Topic Ideas
- J.** Strategic Planning - Council Retreat

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

Subject: Interviews - Parks & Recreation Advisory Board Interviews	Agenda Item #: 2.A
	For Agenda of: 1/16/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. EXISTING_PRAB Public Roster Current_01012024	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson 1/10/2024 1/11/2024 1/11/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 01/16/2024 SS 01/23/2024 RCM

Summary Statement:

In accordance with Section 2.31.020 of the Edgewood Municipal Code (EMC), appointment to the Parks and Recreation Advisory Board (PRAB) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint and the Council shall confirm or deny the appointments proposed by the Mayor.

We currently have three open PRAB positions, and tonight we will be interviewing two applicants interested in these positions.

Item History:

N/A

Recommended Action:

Interview applicants and make a recommendation to the Mayor regarding the open PRAB positions 2, 3, and 5.

Fiscal Note/Consideration:

N/A

PARKS & RECREATION ADVISORY BOARD

PUBLIC DOCUMENT

Revised 01/01/2024

Position	Title	First Name	Last Name	E-mail address	Term Expires
1		Brian	Levenhagen	blevenhagen@cityofedgewood.org	9/30/2025
2		VACANT			9/30/2025
3		VACANT			9/30/2025
4		Amity	Highley	ahighley@cityofedgewood.org	9/30/2024
5		VACANT			9/30/2024
6		Shawn	Olesen	solesen@cityofedgewood.org	9/30/2024
7		Anne	Percival	apercival@cityofedgewood.org	9/30/2024





**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 1/16/2024
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, City Clerk/HR Director 1/10/2024 Dave Gray 1/11/2024 Dave Olson 1/11/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Development Review	Agenda Item #: 2.C	
	For Agenda of: 1/16/2024	
	Prepared by: John Fairbanks	
Attachments (list): 1. Permit Inspection Tally 2. Monthly Projects - Council Summary - PDF_PDF Pending Projects with Chart 3. Plat Construction Report- Jan '24 4. Code Council SS 2024.01.16		
Approval of Materials: John Fairbanks Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson		Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session.
	1/10/2024 1/11/2024 1/11/2024	

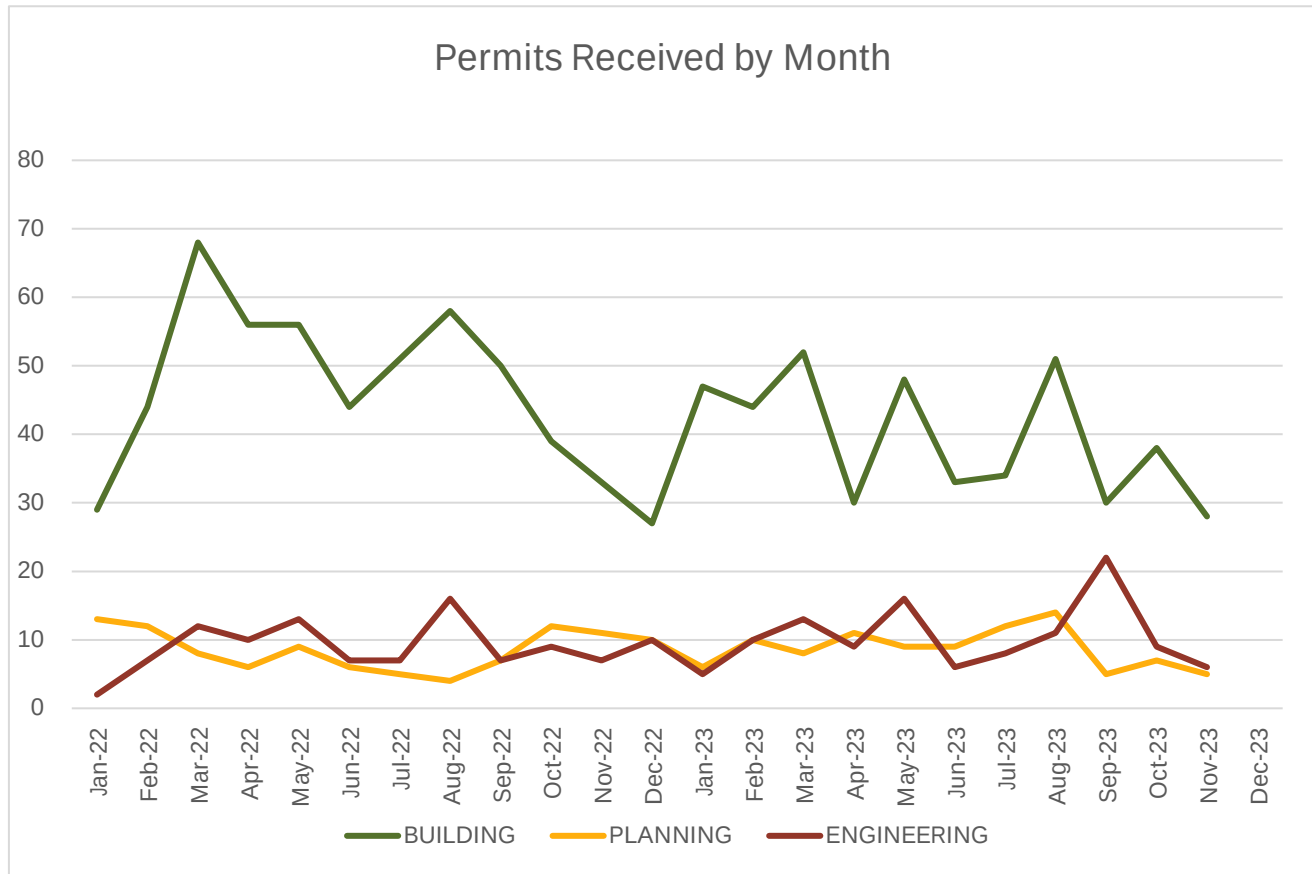
Summary Statement:

I will be discussing the code enforcement as well as current permitting and inspection volumes.

Item History:**Recommended Action:**

Hold a discussion on Development Review.

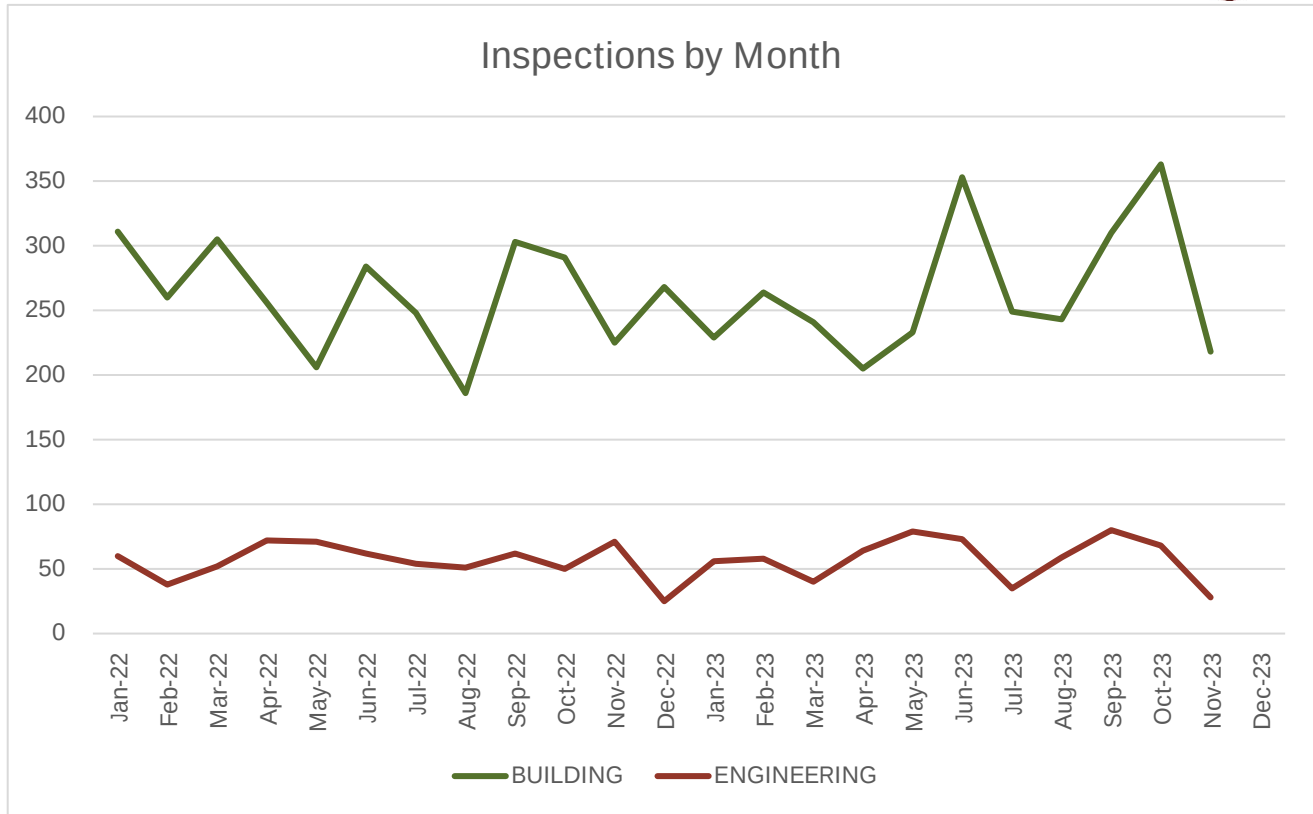
Fiscal Note/Consideration:



Permits	Building		Planning		Engineering	
	Received	Approved	Received	Approved	Received	Approved
Nov 2023	28	19	5	3	6	7
Nov 2022	33	35	11	2	7	8
Roll Avg 2023	40	32	9	6	10	9
Roll Avg 2022	48	35	8	6	9	7
YTD 2023	435	350	96	64	115	95
YTD 2022	528	388	93	69	97	80
	Building		Planning		Engineering	
	Month	Received	Month	Received	Month	Received
Highest Month 2023	Mar	52	Aug	14	Sep	22
Highest Month 2022	Mar	68	Jan	13	Aug	16

Nov 2023

Monthly Development Report



<i>Inspections</i>	Building		Engineering	
Nov 2023	218		28	
Nov 2022	225		71	
Roll Avg 2023	264		58	
Roll Avg 2022	261		58	
YTD 2023	2908		640	
YTD 2022	2875		643	
	Building		Engineering	
	Month	Insp.	Month	Insp.
Highest Month 2023	Oct	363	Sep	80
Highest Month 2022	Jan	311	Apr	72

Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
22-1614	ARCO AMPM ADMINISTRATIVE USE	SE Cor of Meridian & XXX 11TH ST E	0420037064	PLANNING	ADMIN USE PERMIT (AUP)	WAITING ON REVISIONS	12/02/2022	11/30/2023
BLA								
23-1475	STERRENBURG BLA	3705 96TH AVE E	0420161010	PLANNING	BLA	WAITING ON REVISIONS	10/17/2023	12/01/2023
CLEAR AND GRADE								
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	3926 90TH AVE E	0420163076	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	06/29/2021	11/28/2023
22-1101	DEROSS CLEAR AND GRADE	1105 108TH AVE E	0420037014	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	03/24/2022	03/24/2023
CODE UPDATES AND CHANGES								
22-1064	TOWN CENTER SUBAREA PLAN	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/09/2022	09/11/2023
22-007CODE	COMP PLAN / GENERAL SEWER PLAN (GSP) UPDATE	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	11/22/2022	10/04/2023
22-008CODE	COMP PLAN & REZONE / GREENBELT APARTMENTS	9917 24TH ST E	0420091014	PLANNING	CODE UPDATES AND CHANGES	INCOMPLETE	12/21/2022	08/14/2023
23-003CODE	CODE AMENDMENT / SB 5290	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	07/10/2023	10/16/2023
23-005CODE	CODE AMENDMENT / FENCES	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/09/2023	10/16/2023
23-006CODE	CODE AMENDMENT / 2021 CONSTRUCTION CODES	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/09/2023	10/16/2023
23-007CODE	COMP PLAN / 2024 PERIODIC UPDATE	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	08/10/2023	11/16/2023
23-009CODE	COMP PLAN / ANNUAL CAPITAL IMPROVEMENT PLAN (CIP) UPDATE	2224 104TH AVE E	0420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	10/04/2023	11/16/2023
23-010CODE	CODE AMENDMENT / CODE ENFORCEMENT	CITYWIDE		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	10/16/2023	10/25/2023
CRITICAL AREAS PERMIT								
23-1485	KELLY CRITICAL AREAS	11202 36TH ST E	0420151108	PLANNING	CRITICAL AREAS PERMIT	PENDING PAYMENT	10/25/2023	11/02/2023
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	0420091158	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	07/13/2020	11/27/2023
POST REVISION - ENG								
19-1413 PR1	WOLF POINT SITE DEVELOPMENT POST REVISION	9810 36TH ST E	0420165030	ENGINEERING	POST REVISION - ENG	UNDER REVIEW	03/10/2022	11/29/2023
POST REVISION - PLN								
21-1275 PR1	VIEW POINTE RV DESIGN STANDARDS REVIEW POST REVISION	10315 12TH STREET CT E	0420037065	PLANNING	POST REVISION - PLN	WAITING ON REVISIONS	08/01/2023	11/21/2023
REASONABLE USE EXCEPTION								
23-1046	DE ROSS ACCESS DRIVEWAY REASONABLE USE EXCEPTION	1105 108TH AVE E	0420037014	PLANNING	REASONABLE USE EXCEPTION	UNDER REVIEW	01/26/2023	11/16/2023
ROAD DEVIATION REQUEST								
23-1478	MATTSEN ROAD DEVIATION REQUEST	10514 33RD ST E	0420156072	ENGINEERING	ROAD DEVIATION REQUEST	UNDER REVIEW	10/18/2023	10/24/2023

Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
SEPA								
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SEPA	APPLICATION	10/28/2022	11/30/2023
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SEPA	APPLICATION	10/28/2022	11/30/2023
23-1359	SEPA FOR CODE AMENDMENT / SB 5290	CITYWIDE		PLANNING	SEPA	APPLICATION	07/10/2023	08/09/2023
SHORT PLAT - PRELIMINARY								
23-1521	36TH STREET EAST SHORT PLAT	9814 36TH ST E	0420161002	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	11/22/2023	11/30/2023
23-1528	PASQUIER SHORT PLAT PRELIMINARY PLAT	12513 44TH STREET CT E	6755000041	PLANNING	SHORT PLAT - PRELIMINARY	APPLICATION	11/28/2023	11/29/2023
SITE DEVELOPMENT								
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	0420096012	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	08/16/2019	10/25/2022
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	0420091158	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/30/2020	11/29/2023
21-1430	WINDMILL PARK TOWNHOMES SITE DEVELOPMENT	3117 MERIDIAN AVE E	0420103072	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/24/2021	11/13/2023
23-1131	KOT SITE DEVELOPMENT	1513 105TH AVENUE CT E	0420037028	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	03/13/2023	05/18/2023
23-1239	SMITH AND SONS GC LLC SITE DEVELOPMENT	2027 106TH AVE E	0420102118	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	05/19/2023	08/01/2023
23-1240	SMITH AND SONS GC LLC SITE DEVELOPMENT	2027 106TH AVE E	0420102119	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	05/19/2023	08/01/2023
23-1385	WOLFE SITE DEVELOPMENT	13212 VALLEY AVE E	0420234145	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/22/2023	11/30/2023
23-1421	AFICHUK SHORT PLAT SITE DEVELOPMENT	1625 112TH AVE E	9770000011	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/12/2023	11/22/2023
23-1465	JONES SHORT PLAT SITE DEVELOPMENT	11517 34TH ST E	0420151002	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	10/10/2023	11/16/2023
23-1486	MASLOV SITE DEVELOPMENT	NE Cor of 32nd & 100TH AVE E	0420094039	ENGINEERING	SITE DEVELOPMENT	INCOMPLETE	10/26/2023	11/15/2023
SITE PLAN DESIGN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	0420163076	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	01/22/2021	11/30/2023
22-1505	2513 MERIDIAN (SEDONA) MIXED-USE SITE PLAN REVIEW	XXXX MERIDIAN AVE E	0420103027	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	09/29/2022	11/28/2023
22-1615	ARCO AMPM SITE PLAN DESIGN REVIEW	XXX 11TH ST E	0420037064	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	12/02/2022	11/03/2023
23-1344	EDGEWOOD HEIGHTS PHASE II SITE PLAN REVISION	1909 104TH AVE E	0420106035	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	07/27/2023	11/27/2023
23-1435	EDGEWOOD MEMORY CARE SITE PLAN DESIGN REVIEW	10307 JOVITA BLVD E	0420036071	PLANNING	SITE PLAN DESIGN REVIEW	INCOMPLETE	09/19/2023	11/20/2023
23-1524	EDGEWOOD ESTHETICS CHANGE OF USE	1311 MERIDIAN AVE E	0420033142	PLANNING	SITE PLAN DESIGN REVIEW	APPLICATION	11/27/2023	11/28/2023
STREET USE								
23-058	MCNALL STREET USE	3719 CHRISSELLA RD E	0420156056	ENGINEERING	STREET USE	WAITING ON REVISIONS	09/12/2023	11/03/2023
23-061	CORKUM STREET USE	4716 CHRISSELLA RD E	0420153059	ENGINEERING	STREET USE	WAITING ON REVISIONS	09/20/2023	11/03/2023

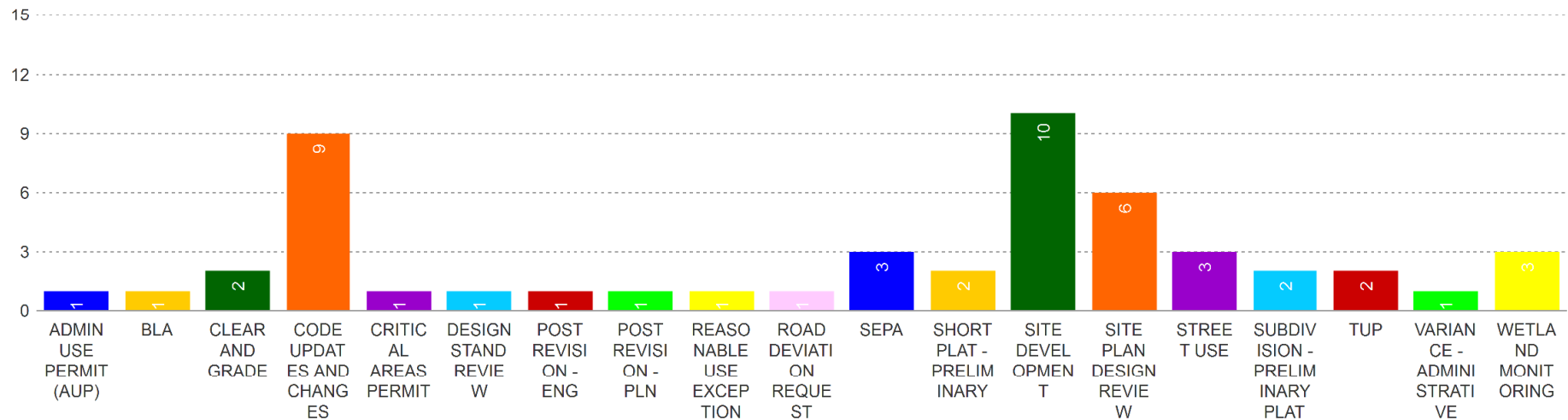
Pending Projects - Planning and Engineering Permits

51 Permits

Exported: 12/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
23-078	CLINE STREET USE	4417 Chrisella Rd E	0420157013	ENGINEERING	STREET USE	WAITING ON REVISIONS	10/21/2023	11/03/2023
SUBDIVISION - PRELIMINARY PLAT								
23-1228	TYEE RANCH PRELIMINARY PLAT	11617 15TH ST E	0420034702	PLANNING	SUBDIVISION - PRELIMINARY PLAT	WAITING ON REVISIONS	05/11/2023	10/26/2023
23-1299	HOMESTRETCH PRELIMINARY PLAT	2208 116TH AVE E	0420101037	PLANNING	SUBDIVISION - PRELIMINARY PLAT	WAITING ON REVISIONS	07/03/2023	11/20/2023
TUP								
23-1523	BH EVERGREEN TREE SALES TUP	3420 MERIDIAN AV E	0420161092	PLANNING	TUP	UNDER REVIEW	11/27/2023	11/29/2023
23-1531	New Years Fireworks Retail	909 MERIDIAN AVE E	0420033096	PLANNING	TUP	APPLICATION	11/30/2023	11/30/2023
VARIANCE - ADMINISTRATIVE								
23-1381	LYNCH SFR ADMINSTRATIVE VARIANCE	12124 50TH STREET CT E	0420232074	PLANNING	VARIANCE - ADMINISTRATIVE	DENIAL ISSUED	08/21/2023	11/29/2023
WETLAND MONITORING								
22-1570WM	JENNA ACRES WETLAND MONITORING	1419 114TH AVE E	0420034061	PLANNING	WETLAND MONITORING	APPLICATION	11/28/2022	08/08/2023
22-1017WM	BARTH ESTATES (FALCON RIDGE) WETLAND MONITORING	3624 96TH AVE E	0420161087	PLANNING	WETLAND MONITORING	APPLICATION	08/22/2023	08/25/2023
23-1335WM	WOLF POINT CRITICAL AREAS - STORM OUTFALL BUFFER MONITORING	9810 36TH ST E	0420165030	PLANNING	WETLAND MONITORING	APPLICATION	09/01/2023	09/20/2023

Permits by Type



Plat Construction Tracking Report- December 2023

Preliminary Plat						Site Development	Final Plat		Buildout	
Submitted	Project	Address	Total Lots	Status	Approved	Status	Status	Lots Recorded	Completed Homes #	Completion Date
2023	HOMESTRETCH SUBDIVISION	2208 116TH AVE E	32	APPLICATION						
	TYEE RANCH SUBDIVISION	11617 15TH ST E	39	APPLICATION						
2022	JONES SHORT PLAT	11517 34TH ST E	3	APPROVED	6/28/2023	APPLICATION				
	AFICHUK SHORT PLAT	1625 112TH AVE E	2	APPROVED	6/15/2023	APPLICATION				
2021	WINDMILL PARK TOWNHOMES	3117 MERIDIAN AVE E	45	APPROVED	5/2/2023	APPLICATION				
	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPROVED	9/20/2021	FINALED	APPROVED	5	20%	
2020	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	11/12/2020	N/A	APPROVED	2	1	50%
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED	2/1/2021					
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	2/1/2021	FINALED	APPROVED	2	1	50%
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	12/29/2020	FINALED	APPROVED	14	7	50%
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	9/3/2020	N/A	APPROVED	2	1	50%
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	1/14/2020	N/A	APPROVED	2	1	50%
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	5/5/2020	FINALED	APPROVED	6	2	33%
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	9/14/2020	FINALED	APPROVED	4	1	25%
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED	9/27/2019					
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	7/1/2019	ISSUED	APPROVED	2	1	50%
2018	BARTH SUBDIVISION (FALCON RIDGE)	XXX 96TH AV E	37	APPROVED	6/4/2020	ISSUED	APPROVED	35	22	63%
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED	12/29/2020					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	6/22/2018	FINALED	APPROVED	4	3	75%
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	1/10/2019	APPLICATION				
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	9/13/2018	FINALED	APPROVED	6	4	67%
2017	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	3/20/2019	ISSUED				
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	6/6/2017	ISSUED	APPROVED	15	0	
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	1/11/2017	FINALED	APPROVED	55	54	98%
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	12/22/2016	ISSUED	APPROVED	3	1	33%
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	3/21/2017	FINALED	APPROVED	19	18	95%
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	12/15/2016	FINALED	APPROVED	36	33	92%
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	9/8/2016	FINALED	APPROVED	6	6	100%
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	9/29/2016	ISSUED	APPROVED	14	13	93%
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	4/29/2016	FINALED	APPROVED	44	43	98%
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	12/30/2015	FINALED	APPROVED	9	8	89%
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	7/15/2014	FINALED	APPROVED	6	3	50%
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	9/4/2014	FINALED	APPROVED	284	282	99%

What is Code Enforcement?

Code enforcement is a function that Edgewood citizens consider important for accomplishing community goals, such as protecting property values and the environment.

Code enforcement is the prevention, detection, investigation and enforcement of violations of the Edgewood Municipal Code ("EMC").

- The city uses various techniques to gain compliance with the EMC. Code enforcement is charged with enforcing land use and zoning ordinances, health and property maintenance codes, sign code, and building and fire codes.
- Code enforcement also enforces certain state and federal laws. This includes enforcement of rules and regulations related to water quality and protecting public health and welfare.

The Code Enforcement Program is netting result for our Community

Education is one of the keys to a successful code enforcement program. After education and guidance many cases do not require further enforcement action.

Code enforcement works with all city departments, outside agencies, and the Edgewood Police Department.

Code Enforcement

2023 Year in Review

- 100+% increase of new cases over 2022
- Approx 40% - Building Code Violations
- Approx 18% - Zoning Code Violations
- Approx 16% - Property Maintenance
- Approx 15% - Clearing, Filling, and Critical Areas
- Approx 11% - Business License & Misc. other
- Adoption of new Title 7, Code Enforcement and other related changes.

Title 7 repealed and replaced (12/2023)

Changes to Title 7

Clarifying the code and changes to the process.

- **Elimination of Code Enforcement Board**
- **Appeal within 7 days of Notice or Order to the Hearing Examiner, \$450 hearing examiner fee.**
- **\$250 per day, per violation for non-compliance**
- **Repeat violation - increased fines 1st 200% 2nd 400%
3rd repeat violation – Misdemeanor**
- **Any unpaid fines referred to collection agency**
- **Non-compliant cases to City Attorney for legal remedies.**
- **The city may proceed with abatement for cases that remain in violation.**

Questions?

John Fairbanks

Code Compliance Manager



City Of Edgewood Council Agenda Summary Sheet

Subject: Surplus Items	Agenda Item #: 2.D
	For Agenda of: 1/16/2024
	Prepared by: Matthew Ray
Attachments (list): 1. Resolution 24-0xxx Surplus Equipment 2. Surplus Equipment Exhibit A	
Approval of Materials: Matthew Ray Rachel Pitzel, City Clerk/HR Director 1/11/2024 Dave Gray 1/11/2024 Dave Olson 1/11/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: SS Discussion 1/16/2024

Summary Statement:

Staff continues to work to identify and prepare to dispose of miscellaneous equipment that is no longer in use or being retired as obsolete. The attached resolution authorizes the Mayor to work with staff to determine the most appropriate methods to surplus the equipment, documenting any proceeds to be returned to the general fund.

Item History:

This is a general housekeeping item.

Recommended Action:

Hold a discussion and provide staff guidance regarding Surplus Items

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 24-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
DECLARING MISCELLANEOUS OBSOLETE
AUTOMOBILES AND EQUIPMENT AS SURPLUS, AND
AUTHORIZING THE MAYOR TO ADMINISTER THE
SALE OR DISPOSAL OF THE ITEMS**

WHEREAS, City staff have identified certain property of the City as surplus and recommend that such property be sold or disposed of; and

WHEREAS, it is in the best interest of the City to free up valuable space that is currently not available due to storage of unused & obsolete items; and

WHEREAS, the City Council desires to formally declare certain property as surplus and authorize the Mayor to sell or dispose of such property as appropriate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Declaration of Surplus Personal Property. The City Council hereby declares the items identified in Exhibit A, attached hereto and incorporated herein by reference, as surplus and no longer needed by the City of Edgewood.

Section 2. Authorization to Sell and Dispose of Surplus Personal Property. The mayor is hereby authorized to sell or dispose of the above-described surplus property in such a manner as deemed to be in the best interests of the City.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JANUARY 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

City of Edgewood
Resolution No. 24-0xxx
Surplus Property List
January 23, 2024

Description of Item
Miscellaneous Electronics
Genie Manlift AWP-19
Two Variable Message Boards Wanco WTMMB From 2007 and 2009
2006 Avalon Newport Pellet Stove
Concrete Floor Cleaner/Sweeper Tennant 6400
Miscellaneous Office Furniture



City Of Edgewood Council Agenda Summary Sheet

Subject: Park & City Hall Security Upgrades	Agenda Item #: 2.E
	For Agenda of: 1/16/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 24.xxxx 2. RES ExA City of Edgewood Public Agency Bid Certification of Compliance 122823 3. RES ExB Public Works Contract 20240110 4. Contract ExA - Long Building Technologies RFP 22-05_122123 5. Contract ExB - Proposals 6. RES ExC PO 2023068 Long Building Technologies	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson	Expenditure Required: \$316,930 (includes sales tax) Amount Budgeted: up to \$325,000 (2024 CIP Projects P-2, PF-1, PF-2, and PF-3) Timeline: 12/19/2023 SS 01/16/2024 SS 01/23/2024 RCM

Summary Statement:

This project is designed to automate, modernize and provide security at the City Hall campus, Edgemont Park and Edgewood Community Park.

Summary of Upgrades:

Edgemont Park: Add a new access gate and camera system pointed at the parking lot.

Edgewood Community Park: Replace the gate with a sliding gate, add cameras and automate the locking mechanisms for the bathroom doors.

Public Works Yard: Install two cameras.

Edgewood Barn: Install 1 camera

Garage: Install three cameras

City Hall: Replace two cameras, switch and security video system and replace the 22 card readers that grant access to the building

The new system has the ability to be accessed remotely and to send notifications. The cameras are more than traditional cameras and can detect motion, noise, temperature.... Example: The system can detect if a person is in the Public Works yard in the middle of the night and contact the appropriate personnel, and they can view the live feed of what is going on in real time in the yard.

The new system will provide security, a visual deterrent, the ability to have eyes on critical locations and will eliminate the need for police and park crew to open and close the facilities each day.

Attached for Council's review are the draft authorizing resolution and attachments, including a Public Works Contract for the materials and installation, and a Purchase order for the 3-year software subscription. Finally, the increase in "Expenditure Required" since the 12/19/2023 study session is due to the need for a Performance Bond with the attached Public Works Contract. Staff recommends consideration of this item for action at next week's regular meeting.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Park & City Hall Security Upgrades

Fiscal Note/Consideration: The 2024 Budget as appropriated by Council on 12/12/2023 includes the following capital projects:

- P-2, Miscellaneous Park Improvements: \$25,000 General Fund
- PF-1, Citywide IT / Security Upgrades: \$50,000 REET 1
- PF-2, Civic Center Campus Improvements: \$150,000 REET 1
- PF-3, Public Works Service Facility: \$100,000 REET 2

Staff recognizes that the expenses related to Edgewood Community Park are Park Impact Fee eligible, as this is a new facility and these improvements were under consideration prior to the park's construction. Therefore, staff is considering a budget amendment in early 2024 to utilize Park Impact Fees in lieu of the General Fund.

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC WORKS CONTRACT FOR SECURITY UPGRADES AT CITY HALL, EDGEMONT PARK, EDGEWOOD COMMUNITY PARK, AND PUBLIC WORKS FACILITIES, AND AN ASSOCIATED LICENSE AGREEMENT FOR A THREE-YEAR MONITORING SOFTWARE SUBSCRIPTION

WHEREAS, the City of Edgewood has been seeking a vendor for nearly two years to provide design and installation services for various security upgrades at City Hall, Edgemont Park, Edgewood Community Park, and appurtenant Public Works facilities; and

WHEREAS, staff do not have the expertise needed to prepare design(s) and specifications for the aforementioned security upgrades; and

WHEREAS, PURSUANT TO Chapter 39.34 RCW, a government agency may use the contract of another public agency as defined by RCW 39.34.020 (“Host Agency”) for purchase of goods, services, public works, and the like pursuant to an interlocal cooperative agreement with the Host Agency if that agency has complied with the competitive purchasing and solicitation requirements when procuring such purchases; and

WHEREAS, by passing Resolution 23-0680 on July 25, 2023, the City Council authorized execution of an Interlocal Agreement with the Washington School Information Processing Cooperative (“WSIPC”), enabling the City to utilize contracts that have been solicited and negotiated by WSIPC following required bid and advertisement statutes in accordance with RCW 39.34.030; and

WHEREAS, WSIPC published a Request for Proposals (“RFP 22-05”) for managed security and physical security solutions in accordance with applicable law and as certified by WSIPC in the Public Agency Bid Process Certification Form attached hereto as Exhibit A and incorporated herein by the reference; and

WHEREAS, LONG Building Technologies, Inc. (“LONG”) executed a contract with WSIPC on January 25, 2023, for managed security and physical security solutions pursuant to RFP 22-05 and is capable of providing the design and installation services desired by the City; and

WHEREAS, LONG has provided City staff with proposals to design and install the desired upgrades that will automate, modernize, and improve security at the aforementioned properties;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the Public Works Contract between the City of Edgewood and LONG attached to this resolution and incorporated herein as Exhibit B.

Section 2. The Mayor is hereby authorized to execute the three-year software license attached to this resolution and incorporated herein as Exhibit C.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JANUARY, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
WSIPC Public Agency Bid Process Certification Form

DRAFT

Exhibit B
Public Works Contract

DRAFT

Exhibit C
Software License Agreement

DRAFT



WSIPC

*Inspired by education.
Empowered by technology.™*

PUBLIC AGENCY BID PROCESS CERTIFICATION FORM

Washington School Information Processing Cooperative (WSIPC) is a "Public Agency" recognized as a *political subdivision*. WSIPC certifies that WA State RCWs and WSIPCs Business Bidding Procedure Board Policy #3221-P was followed for the Solicitation and Award process for RFP 22-05.

State Located: Washington

RFP No: 22-05

Initial Terms Expires: 03/31/2026

Renewal Extension Executed: N/A

Expires: N/A

Goods/Services Covered: Managed Security and Physical Security Solutions

Requesting Agency: City of Edgewood

ILA between: WSIPC and City of Edgewood

Executed: 07/25/2023

The following processes and *supporting documents* are available upon request. Please send requests for documents to rfpadministration@wsipc.org (please include the RFP Contract No#).

✓ Solicitation (RFB, RFP, RFQ) was posted on website
✓ Advertisement/affidavit of publication/website was advertised in accordance with Board Policy
✓ Addendum(s) when applicable are posted on the website
✓ Bid tabulation or summary of <u>all</u> bids received
✓ Evaluation and scoring documents
✓ CEO approval
✓ Signed contract, extensions and addendums
✓ WSIPC handled the procurement process itself

WSIPC

DocuSigned by:
By: Nancy Walsh
AB8A52B1D9B74E4...

Name: Nancy Walsh

Title: Chief Financial Officer

Date: 12/28/2023

**PUBLIC WORKS CONTRACT
PURSUANT TO CHAPTER 39.34 RCW FOR
CITY OF EDGEWOOD SECURITY ADDITIONS AND ENHANCEMENTS**

WHEREAS, PURSUANT TO Chapter 39.34 RCW, a government agency may use the contract of another public agency as defined by RCW 39.34.020 (“Host Agency”) for purchase of goods, services, public works, and the like (collectively, “Purchases”) pursuant to an interlocal cooperative agreement with the Host Agency if that agency has complied with the competitive purchasing and solicitation requirements when procuring such Purchases; and

WHEREAS, on July 25, 2023, the City executed an interlocal cooperative agreement with the Washington School Information Processing Cooperative (“WSIPC”); and

WHEREAS, WSIPC published a Request for Proposals (“RFP 22-05”) for managed security and physical security solutions in accordance with applicable law and as certified by WSIPC in the Public Agency Bid Process Certification Form attached hereto as Exhibit A and incorporated herein by the reference; and

WHEREAS, LONG Building Technologies, Inc. (“Contractor”) executed a contract with WSIPC on January 25, 2023, for managed security and physical security solutions pursuant to RFP 22-05 (“Master Contract”), attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the City and Contractor desire to enter into this Agreement for the purpose of acknowledging a cooperative contractual relationship under the Master Contract and establishing the terms and conditions by which the Contractor may provide the City with the Purchases identified in the Scope of Work;

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the City and Contractor agree as follows:

1. **Contract and Parties.** This Public Works Contract (“Contract”) is between the CITY OF EDGEWOOD, Pierce County, Washington (“City”), a Washington municipal corporation and LONG Building Technologies, Inc. (“Contractor”), a corporation organized under the laws of the State of Colorado. The City and Contractor are each a “Party” and together the “Parties” to the Contract. The Parties agree as follows.
2. **Master Contract.** Contractor affirms and ratifies the terms and conditions of the Master Contract with the Host Agency. In case of a conflict between this Contract and the Master Contract, this Contract shall govern. For purposes of interpretation and enforcement of the Master Agreement the term “City of Edgewood” shall be substituted for the term “Buyer” in the Master Contract. Any rights, duties, and/or obligations the Host Agency has under the Master Contract shall inure to the benefit of the City, and any rights, duties, and/or obligations Contractor has under the master Contract shall inure to the benefit of Contractor.

3. **Project.** The Parties enter this Contract for purposes of Contractor providing the City with equipment, materials, and performing work for the City (“the Project”), generally described as:

CITY OF EDGEWOOD SECURITY ADDITIONS AND ENHANCEMENTS, to include furnishing all labor, materials and equipment necessary for the construction and installation of security enhancements at City Hall, adjacent Public Works facilities, Edgemont Park, and Edgewood Community Park, as described in the proposals dated January 3, 2024.

4. **Scope of Work.** The scope of the Project is described in the Contractor’s Proposals attached hereto as Exhibit B and incorporated herein by reference (the “Work”). In case of a conflict between the terms of this Contract and the Contractor’s Proposals, the terms of this Contract shall govern.
5. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
6. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Matthew Ray
Phone: (253) 392-2562
Email: matthew@cityofedgewood.org

CONTRACTOR:

LONG Building Technologies, Inc.
800 SW 34th Street, Suite A
Renton, WA 98057
Contact: Erica Nishioka
Phone: 206-328-1730
Email: enishioka@long.com
Tax ID #: 84-0579292

7. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 160 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract and may be modified as mutually agreed through Change Order, as described in Section 10, below.

8. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - This Contract
 - Scope of Work
 - Plans and Contract Drawings
 - Special Provisions
 - General Provisions
 - Bid Documents
 - Contractor's Proposal
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 7:00 AM, and shall not work after 5:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved in completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (10) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this Contract, Contractor, and any subcontractors, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this if this contract extends into multiple years, prevailing wage rates are updated annually.

- (11) Notice to City. Minimum two (2) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (12) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (13) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (14) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (15) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. Non-Discrimination.

- (16) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (17) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

9. Compensation and Payment

- A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☒ Lump sum price set forth on the Contractor's proposals; not to exceed \$276,878.00 plus all applicable taxes.
 - ☐ Unit prices set forth in the Contractor's proposal; not to exceed _____ plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

10. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the City may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits shall be the first priority for any actions filed against retainage held by the City.

Initial: _____ (Contractor)

11. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

In the alternative to submitting the 5% retainage as set forth in this Section 9, Contractor may opt to submit a retainage bond from an authorized surety insurer with a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- in accordance with RCW 60.28.011(6). This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Such retainage bond must be approved by the City Attorney.

12. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 125% of the Contract Amount established in Section 7, above, the Change Order shall be

reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.

13. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending August 31, 2024, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

14. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

- B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that

hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

15. Insurance.

- A. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- B. No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:
 - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- E. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- F. Other Insurance Provision. The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- G. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- H. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- I. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- J. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall

furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

- K. Subcontractors. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- L. Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- M. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

16. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages

caused by the sole negligence of the City.

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

17. **Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.
18. **Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.
19. **Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.
20. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.
21. **Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract

may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

22. **Use and Ownership of Logos and Documents.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. 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 confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
23. **Non-waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
24. **Severability.** Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Print name: Dave Olson

Print name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

_____, (*Corporate Officer (not Contract Signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*).

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

EXHIBIT A

MASTER CONTRACT

EXHIBIT B

CONTRACTOR PROPOSALS



APPENDIX A - INTENT TO PARTICIPATE

WSIPC RFP 22-05 Managed Security and Physical Security Solutions
RFP Due Date: Monday, December 19, 2022 – 3:00 PM (Pacific Time)

To: WSIPC
rfpadministration@wsipc.org

From:	Contact Name	Jim Jamison
	Contact Title	Senior Account Executive
	Company Name	LONG Building Technologies
	Company Address	800 SW 34 th St. Suite A, Renton, WA 98057
	Phone	206-300-1503
	Email	jjamison@long.com

Please indicate that you intend to respond to the RFP by selecting YES below. By selecting YES, the undersigned agrees to abide by the terms set forth in the RFP.

**We intend to submit our Proposal Form by 3:00 PM (Pacific Time) on
December 19, 2022:**

YES ☒

[VENDOR NAME]

By:	Jim Jamison	
	(Signature)	
Name:	Jim Jamison	
Title:	Senior Account Executive	
Date:	11/18/2022	
Address:	800 SW 34 th St. Suite A, Renton, WA 98057	



APPENDIX B - PROPOSAL FORM

WSIPC RFP 22-05 Managed Security and Physical Security Solutions

TO: WSIPC

Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, Washington 98204-1472

RE: RFP No. 22-05

In response to your RFP, the undersigned offers to furnish all of the Goods and Services described in the Technical Specifications in accordance with the Contract Documents and any Addenda thereto and for the prices and in accordance with the delivery schedule set forth in the attached Schedule of Prices.

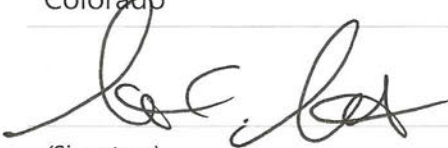
By submitting a Proposal, the undersigned certifies and agrees that:

1. The undersigned has examined to its satisfaction, and is fully familiar with and understands all provisions of the Contract Documents and any Addenda.
2. All of the words and figures shown in the attached response are accurate;
3. All statements in this Proposal are true and accurate;
4. By careful examination of the Contract and proposal documents, all Addenda thereto and all other pertinent conditions and matters, the undersigned has satisfied itself as to the nature, location, character, quality and quantity of the Goods and Services required by the Contract Documents and the conditions and other matters that may affect performance;
5. If awarded the Contract, the undersigned will duly execute and deliver to WSIPC the Contract, together with all documents required by the proposal documents, within ten (10) business days after it is presented to the undersigned by WSIPC.

6. WSIPC has no obligation to accept any proposal submitted in response to the RFP and may reject any or all such Proposals (including, without limitation, the undersigned's Proposal) or waive any informalities or irregularities in any proposal or the proposal process.

Legal Name of Proposer:	LONG Building Technologies
Business Address:	800 SW 34 th Street, Suite A
	Renton, WA 98057
Phone:	206-300-1503
Street Address:	800 SW 34 th Street, Suite A
	Renton, WA 98057

Signature of Corporation

Company/Corporate Legal Name:	LONG Building Technologies LLC
State of Incorporation:	Colorado
By:	 (Signature)
Name:	Steven Stumpf (Printed)
Title:	Vice President
Date Signed:	12-5-2022

Representative Acknowledgement

I, <u>Steven C. Stumpf</u>	, stated on oath that I am authorized
to sign the document presented and I am the	<u>V.P. of Security</u> (Type of Authority)
of <u>LONG Building Technologies</u>	
(Name of Party on Behalf of Whom Document is Executed)	
Additional Information:	

Signature of Individuals, Partnership, or Joint Venture

Name of Partnership or Joint Venture, if applicable:

By (all partners or joint ventures):

Date Signed:

Date Signed:

Date Signed:

Date Signed:



APPENDIX C - VENDOR CAPABILITIES

WSIPC RFP 22-05 Managed Security and Physical Security Solutions

C1. Vendor Profile

Briefly describe your company in one page or less:

LONG Building Technologies is one of the largest systems integrators in the western United States, providing product and services in facilities and security solutions across eight states (Alaska, Colorado, Montana, Nevada, Oregon, Utah, Washington, and Wyoming). LONG is best defined by the way we treat our customers – the heart of our business. LONG Building Technologies' client references are available upon request.

LONG Building Technologies launched their facility solutions business in 1965, and currently supports open protocols, open distributions, and open platforms. LONG also provides data driven services-leveraging powerful analytics; security solutions (launched in 2008); and state of the art access control, video management, and intrusion detection systems. LONG has become the largest security integrator in the region, supporting S2 Security and boasting the most comprehensive compliment of certified security technicians. The educational sector remains a strong focus market. LONG is currently working with many K-12 school districts to make their districts safer, more energy efficient, and more productive.

Provide the Name, Address, Email Address, and Telephone Number of the Legal Entity

Provide the name, address, email address, and telephone numbers (including toll free numbers) of the legal entity with whom WSIPC may execute any contract arising from this RFP.

Name	LONG Building Technologies
Address	800 SW 34 th St, Suite A, Renton, WA 98057
Email Address	jjamison@long.com
Telephone Numbers (including toll free numbers)	206-300-1503

Legal Status

Describe the legal status of the Vendor, such as corporation or sole proprietor.

Corporation

Name, Title, Address, Email Address, and Telephone Number of Principal Officer(s) and/or Account Manager

Provide the name, address, email addresses, and telephone (including toll free numbers) of the principal officers of the Proposer's company, proposed account manager and designated representative (Proposer) for any contract arising from this RFP.

Name	Steven Stumpf
Professional Title	Vice President
Address	800 SW 34 th St, Suite A, Renton, WA 98057
Email Address	ssumpf@long.com
Telephone Numbers (including toll free numbers)	206-510-1201

Name	Jim Jamison
Professional Title	Account Manager
Address	800 SW 34 th St, Suite A, Renton, WA 98057
Email Address	jjamison@long.com
Telephone Numbers (including toll free numbers)	206-300-1503

Name	
Professional Title	
Address	
Email Address	

Telephone Numbers (including toll free numbers)	
Name	
Professional Title	
Address	
Email Address	
Telephone Numbers (including toll free numbers)	

Is there any pending litigation against your company?

No	☒
Yes	☐

If you selected Yes, please provide a full explanation:

Has your company ever been or is now on the WA State debarred contractor list?

No	☒
Yes	☐

If you selected Yes, please provide a full explanation:

C2. Organizational Experience

Describe your company's experience in providing product and/or services. This includes your experience providing services to the K-12 educational and public sector. Include evidence of minimum sales of \$500,000.00 in the last 18 months to educational customers.

LONG Building Technologies launched their Security Solutions business in 2008. The educational sector remains as a focus market, specifically in the Puget Sound Region. During the past 18 months, LONG has sold over \$4M in the educational sector.

LONG is currently working with the following K-12 School Districts:

Highline Public Schools
Clover Park School District
Steilacoom School District

Lake Stevens School District
White River School District
Shoreline School District
Snohomish School District
Bellevue School District
Seattle School District
Renton School District
Washougal School District
Kelso School District
Darrington School District
Auburn School District
Stanwood School District
Northshore School District

C3. Customer Base

Describe the demographics of your company's customer base.

LONG Building Technologies locally covers Western Washington. LONG is an active member in WAMOA, WSIPC and attends all the conferences and trade show.

LONG boasts hundreds of employees across eight states: Alaska, Colorado, Montana, Nevada, Oregon, Utah, Washington, and Wyoming, but we are best defined by the way we treat our customers - the heart of our business.

C4. Customer Support Model

Describe in detail your customer support model:

LONG Building Technology is customer obsessed. Our goal is to provide our customers an incredible experience, reduce their anxiety, and build their trust by keeping our promises.

LONG has a sales team, engineering team, project management team, technical installation team and administrative operation support team of experienced, seasoned professionals.

What are your customer help/information response times?

LONG Building Technologies has multiple ways to be reached for support. Account Managers will respond within 8-hours of an inquiry for information. Service Requests can be done by email or phone. Email, for non-emergency requests. Phone, for emergency requests.

Describe your customer help/information access:

Jim Jamison, Security Account Executive, will be the designated account representative to coordinate support and services related to the use of this

contract with LONG Building Technologies. He can be reached at jjamison@long.com and (206) 553-9223.

Describe your account representative's role:

Jim Jamison, Security Account Executive, will be the designated account representative to coordinate support and services related to the use of this contract with LONG Building Technologies. Jim will engage other Account Executives in other geographical regions as necessary.

How many employees staff your customer support help desk?

For customer service requests, LONG always a person assigned to handling the incoming requests. We offer 24/7 response and unanswered requests will trigger alerts to higher level individuals until the request is acknowledged.

C5. References

Provide three (3) references from customers who have received product and/or services for more than three (3) years.

Reference #1

Name	Robb Stanton
Professional Title	Executive Director, Operations, School Planning and Construction
Company	Lake Stevens School District
Address	12309 22 nd Street NE, Lake Stevens, WA 98258
Email Address	robb_stanton@lkstevens.wednet.edu
Telephone Number	425-335-1506

Reference #2

Name	Ellie Daneshnia
Professional Title	Executive Director of Capital Planning & Construction
Company	Highline Public School
Address	17810 8 th Ave S, Building A, Burien, WA 98148
Email Address	Ellie.daneshnia@highlinepublicschools.org
Telephone Number	206-631-7575

Reference #3

Name	Phil Iverson
Professional Title	Value Engineering Team Lead / Regional Project Manager
Company	ESD 112
Address	2500 NE 65 th Ave, Vancouver, WA 98661
Email Address	Phillip.iverson@esd112.org
Telephone Number	360-669-6813

C6. Brand Name

State the brand name of the hardware, software, or services you are offering in the proposal. Vendors that represent more than one brand are not required to submit a separate proposal for each brand name.

Access Control

[Lenel – On-Guard](#) – this is a server based security platform
[S2 – NetBox](#) – this is a web-browser based security platform
[Open Path](#) – this is a subscription based Cloud based security platform
[Persona](#) – this is either an onsite or virtual server based security platform
[Verkada](#) – this is a cloud based security platform

CCTV

[S2 – VRx](#) – this is a server based CCTV platform that is unified with the S2 Access Control
[Milestone](#) – this is a server based CCTV platform that integrates with most Access Control Systems
[Open Eye](#) – this is a server based and cloud based CCTV platform
[Ava](#) – this is a cloud based CCTV platform that can transform your existing cameras to the cloud
[Verkada](#) – this is a cloud based CCTV platform

Intrusion

[Bosch](#) – this is the most installed Intrusion System in the world
[DMP](#) – this Intrusion System has seamless wireless integration

Environmental Detection

[Halo Smart Sensor](#) – Vape Detection, plus many more environmental detections

C7. Marketing Model

Describe your company's marketing model that will be used to market the proposed solution(s) to educational and/or public agencies.

LONG Building Technologies locally covers Western Washington. LONG is an active member in WAMOA, WSIPC and attends all the conferences and trade show.

C8. Ability to Meet Delivery of Product or Service

The Proposer agrees that all goods are to be shipped by Proposer, at no additional charge to Purchaser, FOB Destination. Where specific authority is granted to ship goods FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route through the cheapest common carrier, and bill Purchaser as a separate item on the invoice for said charges. Proposer also agrees that Purchaser reserves the right to refuse COD shipments.

If delivery is not made in the quantities and at the times specified, Purchaser shall have the right, at its option, to cancel the entire order or that part of same that is not so delivered. If Purchaser accepts delayed delivery the time of payment shall be extended accordingly.

Proposer may charge eligible Purchasers for express shipping when requested by the eligible Purchaser. A packing list must be furnished with each shipment that includes the eligible Purchaser's name, purchase order number, contact number, quantity and other pertinent information.

Do you agree to the statement above?	Yes	☒
---	------------	-------------------------------------

C9. Price Reduction Protection

If the quoted price is reduced between the time the quotation is provided to the customer and the time the Vendor's agent receives the customer's purchase order, the customer shall receive the benefit of the price reduction. All price reductions posted by the Vendor must be passed on to the customer. In no event shall the Vendor's agent hold customer orders in anticipation of a price reduction and then not pass on the price reduction to the customer.

Do you agree to the statement above?	Yes	☒
---	------------	-------------------------------------

C10. Use of Third Party Vendors

The Proposer must state whether third-party Vendors are, or are not, being used. If used, third-party Vendors must be listed in the Proposer's response. Changes in third-party participation in the Proposer's solution during the course of the contract must be reviewed with and approved by WSIPC.

Are Third-party Vendors being used?	Yes	☐	No	☒
--	------------	--------------------------	-----------	-------------------------------------

If you selected Yes, list Vendors below

C11. Agent Re-seller Usage

If Agent Re-sellers are proposed, the Proposer must describe what hardware or services they will provide, how they are certified, how they are contractually bound to the contract terms and conditions, and how their sales will be accurately tracked and reported.

Are Agent Re-sellers proposed?	Yes ☐	No ☒
---------------------------------------	-------------------------------------	---

If you selected Yes, answer the following questions:

What hardware or services they will provide?	
How are they certified?	
How are they contractually bound to the contract terms and conditions?	
How will their sales be accurately tracked and reported?	

C12. Subcontractor Qualifications

If Subcontractors are proposed, the Proposer must describe what services the Subcontractor will perform. The Proposer shall also assure that they will not assign or transfer any of its rights or obligations under the purchasing contract. The Proposer additionally assures that Subcontractors are in good standing with the Washington Department of Revenue and the Department of Labor and Industries.

Are Subcontractors proposed?	Yes ☒	No ☐
-------------------------------------	--	------------------------------------

If you selected Yes, answer the following questions:

Describe what services the Subcontractors will perform:

Electrical Sub-Contractor to perform the install or work with the customers hired Electrical Contractor for this work.

The Proposer assures that the Vendor will not assign or transfer to Subcontractors any of its rights or obligations under the purchasing contract.	Yes ☒	No ☐
The Proposer assures that Subcontractors are in good standing with the Washington Department of Revenue and the Department of Labor and Industries.	Yes ☒	No ☐

C13. Minimum Product Sales Volume

The Proposer must demonstrate to WSIPC's satisfaction its ability to adequately manage the projected sales volume of this optional use contract. The Proposer's RFP response must state the Vendor's 2021 sales volume within the category established in this RFP.

Demonstrate your ability to adequately manage the projected sales volume of this optional use contract.

LONG Building Technologies currently holds two (2) WSIPC Contracts. 17-09 and 18-05. LONG has actively promoted these contracts for over 4-years with tremendous success.

State the Vendor's 2021 sales volume within the category established in this RFP.

LONG Building Technologies reported \$2.1M in sales on our existing WSIPC 17-09 and 18-05 Contracts in 2021.

C14. Eligibility for Participation in Federal Programs

The Proposer should provide the Vendor's System for Award Management (SAM) registration number as evidence of eligibility to participate in federal programs with its proposal. If the Proposer is not already registered for the SAM, it may do so at the System for Award Management website (<https://www.sam.gov/SAM/>). The Proposer should assert that neither the Vendor, nor any of its Subcontractors, have been debarred or suspended, or proposed for debarment or suspension. The Proposer should also assert that the Vendor is in compliance with all other Washington State Public Works Requirements.

Vendor's System for Award Management (SAM) registration number:	CE1VQFQA9CW1			
The Proposer asserts that neither the Vendor, nor any of its Subcontractors, have been debarred or suspended, or proposed for debarment or suspension.	Yes	☒	No	☐
The Proposer asserts that the Vendor is in compliance with all other Washington State Public Works Requirements.	Yes	☒	No	☐

C15. Prior Contract Performance

If the Vendor has had a contract terminated for default during the past five years, the Proposer must describe all such incidents. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Submit full details of all terminations for default experienced by the Vendor in the past five years including the other party's name, address, and telephone number. Present the Vendor's position on the matter. WSIPC will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor.

Has the Vendor had a contract terminated for default during the past five years?	Yes	☐	No	☒
---	------------	--------------------------	-----------	-------------------------------------

If you selected Yes, answer the following questions:

Instance #1:

Other party's name	
Other party's address	
Other party's telephone number	
Provide full details of the termination for default experienced by the Vendor	

Present the Vendor's position on the matter
--

Instance #2:

Other party's name	
Other party's address	
Other party's telephone number	
Provide full details of the termination for default experienced by the Vendor	

Present the Vendor's position on the matter
--



APPENDIX D - PRODUCT/SERVICE REQUIREMENTS

WSIPC RFP 22-05 Managed Security and Physical Security Solutions

INSTRUCTIONS

Please answer each requirement based on the proposed solution's ability to satisfy the respective requirement. If the requirement cannot be met and warrants further explanation, a brief explanation may be provided in the "Comments" column. The following scoring system should be used to evaluate each business requirement:

Response Code	Definition
Y—Yes	Requirement is met.
N—No	Requirement is not met.
Q—Qualifier	Ability to meet requirement requires further explanation from Vendor. Please use the "Comment" column to provide more details.

GENERAL

Requirements/Specifications	Yes	No	Q	Comment (Required if "Q" is selected)
Product/Service Usage - The product and/or service is used by other Washington State K-12 school districts and has an active Washington State user community.	☒	☐	☐	
Documentation - Describe access to operational, instructional, and/or specification sheets. It is highly desirable that this type of information be available to customers electronically via the internet (preferred) or other electronic means of delivery.	☒	☐	☐	
Shipping Costs - All costs for shipping to the buyer's location, must be clearly stated on price lists and promotional materials, and must be clearly described in the Proposer's response to this RFP.	☒	☐	☐	
Vendor Website - The Proposer must have an active website with published product and/or service information.	☒	☐	☐	

TECHNICAL/FUNCTIONAL REQUIREMENTS

For RFP 22-05, use the Appendix D Excel document to highlight the top features/functions of the product(s) and/or service(s) being proposed. You may have more than one product that you are proposing for RFP 22-05.



APPENDIX D - Product/Service Requirements

RFP 22-05 - Managed Security and Physical Security Solutions

Vendor Name: LONG Building Technologies

Technical/Functional Features

Instructions:

Use this form to highlight the top features/functions of the product(s) and/or service(s) being proposed. You may have more than one product that you are proposing for RFP 22-05.

Product(s) or Service(s)	Technical/Functional Feature	COMMENTS
Lenel - On Guard	Access Control System	Server Based
S2-NetBox	Access Control System	Web-browser Based
DSX	Access Control System	Server Based
Persona	Access Control System	Server Based On-site or Virtual Server Based
Open Path	Access Control System	Subscription Cloud Based
Verkada	Access Control System	Subscription Cloud Based
S2-VRx	CCTV System	Server Based
Milestone	CCTV System	Server Based
Open Eye	CCTV System	Server Based On-site or Virtual Server Based
Ava	CCTV System	Subscription Cloud Based
Verkada	CCTV System	Subscription Cloud Based
Bosch	Intrusion System	On-site Panel
DMP	Intrusion System	On-site Panel or Cloud Managed
Halo Smart Sensor	Environmental Detection	Subscription Cloud Based



APPENDIX E - VENDOR COST PROPOSAL

WSIPC RFP 22-05 Managed Security and Physical Security Solutions

Use Appendix E - Vendor Cost Proposal Pricing Form to define all costs for products and/or services being proposed. Proposals must include any associated fees such as installation, hosting, training, licenses or subscriptions, maintenance fees such as technical and product support, etc., and be clearly identified in pricing.

Year 1 and 2 pricing columns have been provided. If you offer additional years or multi-year packages, please add additional columns and/or rows as needed.

The Vendor Cost Proposal document outlines the ability of the Vendor to provide clear pricing and discount information on the products and/or services submitted in this proposal.

Discounts (percentage or dollar) must be based on product and/or services MSRP.

Vendors are required to identify WSIPC Cooperative discount pricing for each product/service or product/service category. Discounts should be noted in a separate column.

Models that do not respond predictably to market fluctuations over time may be disqualified.

**APPENDIX E - VENDOR COST PROPOSAL PRICING FORM****RFP 22-05 - Managed Security and Physical Security Solutions****Vendor Name: LONG Building Technologies****Product pricing is based on MSRP or List Price?**

Enter Yes or No: Yes _____

Vendor Cost Proposal Pricing Form**Instructions:**

Use the following form to define all costs for products and/or services being proposed. Proposals must include any associated fees such as installation, hosting, training, licenses or subscriptions, maintenance fees such as technical and product support, etc., and be clearly identified in pricing. Year 1 and 2 pricing columns have been provided. If you offer additional years or multi-year packages, please add additional columns and/or rows as needed.

	Product or Service	Cost Specifications	WSIPC Discount	Final Cost to Customer	Yr 2 Cost	WSIPC Discount	Final Cost to Customer	COMMENTS/CLARIFICATIONS
	Lenel - On Guard	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	Lenel - On Guard	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	S2-NetBox	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	S2-NetBox	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	DSX	Equipment	20% off MSRP	20% off MSRP	20% off MSRP	20% off MSRP	20% off MSRP	
	Persona	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	Persona	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Open Path	Equipment and Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Verkada	Equipment and Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	S2-VRx	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	S2-VRx	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Milestone	Equipment	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Milestone	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Open Eye	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	Open Eye	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Ava	Equipment and Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Verkada	Equipment and Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Bosch	Equipment	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	25% off MSRP	
	DMP	Equipment	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	DMP	Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Halo Smart Sensor	Equipment and Licensing	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	
	Installation	Installation rates may vary depending on site conditions, difficulty factors and potential requirement for an Electrical Contractor						
	Hosting, Subscription, Maintenance Fees	These costs are included in the Licensing costs for all the products and services listed						
	Total Yearly Cost		10-25% off MSRP	10-25% off MSRP	10-25% off MSRP	10-25% off MSRP	10-25% off MSRP	



WSIPC RFP 22-05 Managed Security and Physical Security Solutions

RFP Bid Addendum I

December 1, 2022

The following corrections, questions, and clarifications are provided concerning WSIPC RFP 22-05 Managed Security and Physical Security Solutions. Paraphrasing of the relevant questions posed to the WSIPC RFP Contract Administrator have been included as appropriate.

QUESTIONS AND CLARIFICATIONS:

Q1 – Does RFP 22-05 cover both SMS 2.0 Skyward and Qmlativ Skyward?

A1 – Yes; you are encouraged to include both offerings in your response if relative to the services offered.

Q2 – Appendix E – Vendor Cost Proposal. We are a certified installer of various manufacturers. Can we group products by the manufacturer with a specific discount? For example, Brand A products and services are 30% off MSRP, and Brand B is 15% off MSRP, with the understanding that this discount applies across the manufacturer's product line.

A2 – Yes, and I would encourage you to clarify in the comment section, “that it is the understanding that this discount applies across the manufacturer’s product line”.



WSIPC RFP 22-05 Managed Security and Physical Security Solutions

RFP Bid Addendum 2

December 2, 2022

The following corrections, questions, and clarifications are provided concerning WSIPC RFP 22-05 Managed Security and Physical Security Solutions. Paraphrasing of the relevant questions posed to the WSIPC RFP Contract Administrator have been included as appropriate.

QUESTIONS AND CLARIFICATIONS:

Q1 – If we decide to only bid on the services portion, will you be able to accept our partial bid?

A1 – Yes

Q2 – What is the intended communication model between the award winner and the potential client?
(example: all offerings listed on your website with a contact link)

A2 – Communication is direct between the awarded vendor and potential client. Which could include a reseller if designated and specified by the awarded vendor



RFP No. 22-05 Managed Security and Physical Security Solutions
Purchasing Bid Contract between
WSIPC and LONG Building Technologies

This General Purchasing Contract ("Contract") is made by and between Washington Schools Information Processing Cooperative ("Buyer") and LONG Building Technologies ("Vendor") and is effective upon the date signed below in this document. Individual school districts, educational service districts, and other associated public organizations may also acquire Goods and Services under the terms of this Contract. Buyer and Vendor agree as follows:

- 1. Purchases and Sale of Goods and Services.** Vendor will sell and deliver to Buyer, and Buyer will purchase from Vendor the goods and services described in this document and attachments hereto ("Goods"). Buyer does not guarantee to purchase any minimum or maximum quantities of Goods and Services. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed, or furnished by Vendor without any increase in compensation otherwise payable under this Contract.
- 2. Performance of Work.** Vendor shall comply with all the provisions of the RFP and the Contract Documents.
- 3. Term.** The Term of this Contract ("Term") shall commence on the effective date of this Contract and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end March 31, 2026. The Term of this Contract may be extended for additional periods as mutually desired by the Buyer and the Vendor.
- 4. Solution.** As full compensation for the Goods and Services, Buyer will pay Vendor the applicable sums for the Goods and Services ordered by Buyer, if any, in accordance with the payment provisions of this Contract.

Executed on the dates set forth by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Buyer:

WSIPC

By:	DocuSigned by:  AB8A52B1D9B74E4...
Name:	Nancy Walsh
Title:	Chief Financial Officer
Date:	1/25/2023
Address:	2121 W. Casino Road Everett, Washington 98204

Vendor:

LONG Building Technologies

By:	Craig Engelbrecht  Digitally signed by Craig Engelbrecht Date: 2023.01.25 11:51:02 -08'00'
Name:	Craig Engelbrecht
Title:	Vice President
Date:	01/25/2023
Address:	800 SW 34 th St, Suite A Renton, WA 98057

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B1 Definitions

The following terms shall be defined as follows whenever used in this Contract:

B1.1 "Buyer" is defined as Washington School Information Processing Cooperative (WSIPC), any of the individual school districts, educational service districts and other associated public education organizations and the employee/personnel of the before mentioned organizations in the states of Washington and Alaska, but could also include entities outside of these states, acquiring Goods and Services under this Contract. Eligible Entities may be added to this definition with the mutual consent of WSIPC and the Vendor. All rights, benefits and warranties conferred upon Buyer by this Contract shall accrue, be available to, and are for the express benefit of such school districts, educational service districts and other public organizations.

B1.2 "Indemnities" is defined as Buyer, their successors and assigns and the respective directors, officers, employees, agents and representatives of Buyer and their successors and assigns.

B1.3 "Vendor" is defined as the Vendor identified in the Contract. If Vendor is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Vendor under this Contract.

B1.4 "Specified Proposal Exclusions" Defined: If any of the WSIPC Client Base has in effect publicly solicited contract(s) with the Vendor or Vendor that use the same pricing formula prior to the contract award, those contracts will be excluded from the Contract Usage Fees by declaration in advance to WSIPC. Vendor's responses to future separate formal RFP's by members of WSIPC's Client Base may also be excluded from the Contract Usage Fee by prior written agreement with WSIPC, provided that sales under the separate contract are limited to the Contracting Agency.

B1.5 "Specified Interlocal Inclusions" Defined: Additional public and/or educational agencies, within the United States may be added to the WSIPC client base as defined herein upon execution of an Interlocal Agreement between WSIPC and the Public Agency, School, or School District. Such inclusions will be subject to the Contract Usage Fees and will be included in sales reporting in all future reports.

B2 Confidentiality

RFP documents are subject to Public Disclosure. Specific portions of bid submittals can be considered exempt from public disclosure by bidder's request pursuant to RCW 42.56.210. The Buyer, however, can make no guarantees that submittals will be held in confidence after a contract

has been executed for documents not deemed qualified for exemption by WSIPC. Bid submittals pertaining to contract award are subject to disclosure.

B3 Proprietary Information

Information will be kept confidential only to the extent allowed by Public Disclosure Law. Information contained in the RFP response deemed proprietary must be clearly marked. Responses marked proprietary in its entirety will not be accepted or honored by the Buyer.

B4 Licenses, Registered Contractors, Permits, and Compliance

The Vendor shall possess and maintain in status, all state, and local licenses, bonds, and permits required for the performance and delivery of all products and services offered in its response, necessary for contract performance. Upon submittal, Vendor must hold a current, valid business or contractor's license as required in Washington.

B5 Price and Payment

Payment of the specified Prices shall constitute full compensation for the Goods and Services and satisfactory performance of all the Vendor's obligations under this Contract. Such Prices shall be subject to adjustment as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the Buyer shall be determined by applying the discount percentage to the new list price. Vendor shall separately identify on the Schedule of Prices and the applicable invoice of Vendor any applicable taxes arising out of the sale of the Goods and Services payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due 45 days after the later of (a) the date that Buyer receives Vendor's correct invoice there for; or (b) the date that Buyer accepts the Goods and Services (together with any required documentation) at the specified destination. If Vendor fails to perform in a timely manner any of its obligations under this Contract the Buyer may, upon 10 days' advance written notice to Vendor of Buyer's intention to do so, perform the same and deduct or offset such amount from the compensation payable to Vendor under this Contract or otherwise charge to or recover from Vendor the cost of such performance.

B6 Delivery

Where applicable, Vendor shall properly package the Goods and Services for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Vendor shall ship the Goods and Services from the specified point of shipment no later than the specified shipment date and shall deliver the Goods and Services to Buyer FOB at the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods and Services shall remain with Vendor until delivery of the Goods and Services to Buyer at the specified destination at which time title to the Goods and Services and such risk pass to Buyer.

A packing list must be furnished with each shipment that includes the eligible Purchaser's name, purchase order number, contact number, quantity and other pertinent information. A copy of the packing list must be sent via fax or email to the Buyer. Vendor must be able to provide evidence that the products were delivered, upon request.

B7 Delays

Time is of the essence in the performance of Vendor's obligations under this Contract. However, Vendor shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Vendor's control; and (c) cannot be overcome by Vendor after using its best efforts to do so provided that Vendor, within three days after the commencement of the delay or, if earlier, the date on which Vendor knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Vendor to overcome or mitigate the delay.

B8 Inspection

The Goods and Services shall at all times be subject to inspection, testing and expediting by Buyer. No Goods and Services shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect Goods and Services does not relieve Vendor of its obligations or impair Buyer's right to reject defective or non-complying Goods and Services.

B9 Warranty

Vendor warrants that: (a) the Goods and Services shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods and Services shall be merchantable and of suitable quality for their intended purpose; and (c) the Goods and Services shall conform to the attached Specifications and other requirements of this Contract. Vendor shall promptly correct any Goods and Services that do not comply with this warranty. If Buyer requires Vendor to make any such correction and Vendor thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Vendor the cost thereof. If Buyer rejects any Goods and Services that do not comply with the foregoing warranty, Vendor shall have a reasonable time to correct the non-compliance; if Vendor fails to correct the non-compliance within a reasonable time, Buyer may cancel the order for the non-complying Goods and Services without any liability or obligation of or cost to Buyer with respect to such Goods and Services, and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance.

B10 Infringement

Vendor releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods and Services or any use or intended use of the Goods and Services, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods and Services or any use or intended use of the Goods and Services constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Vendor shall (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non-infringing.

B11 Compliance with Laws

Vendor shall comply (and shall ensure that the Goods and Services and Vendor's subcontractors and suppliers comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference. Additionally, the Vendor provides assurance that neither the Vendor, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension from participation in Federal Programs.

B12 Changes

Buyer and Vendor may jointly change the requirements of this Contract to preserve the original intent of the Contract and to maintain the relative pricing and services advantages made available to the Buyer under the Contract.

B13 Term and Termination of Contract

This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein.

B13.1 Buyer may terminate this Agreement or any Exhibit, in whole or in part, for convenience at any time for any reason upon thirty (30) days' written notice to Contractor.

B13.2 Buyer may terminate this this Agreement for cause as to all or any portion of the Goods and Services not then delivered to and accepted by Buyer by giving Seller written notice of such termination for any breach which is not cured within fifteen (15) days after receipt of written notice of default from the non-defaulting party.

In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods and Services for the costs Seller unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods and Services, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Seller to complete performance with respect to the terminated Goods and Services, and (b) the reasonable value of the terminated Goods and Services at the time of such termination.

B14 Successors and Assigns

Vendor shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Vendor, this Contract shall be fully binding upon and enforceable by Vendor, Buyer, and their respective successors, assigns and legal representatives.

B15 Nonwaiver

The failure of Buyer to insist upon or enforce strict performance by Vendor of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as

a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

B16 Applicable Law; Courts

This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Vendor shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in King County, or the United States District Court for the Western District of Washington at Seattle. Vendor irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

B17 Entire Agreement

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Vendor and Buyer regarding the Goods and Services. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Vendor in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Vendor's subcontractors, suppliers, or by law.

B18 Data Ownership, Privacy & Publicity

B18.1 The Buyer retains ownership of all district, school, and student data. The Vendor has no claims to ownership of Buyer's data and must exercise all of its abilities to protect student data and privacy. The Vendor has no rights to share student data with other partners or use the data for financial gain or marketing purposes.

B18.2 The Vendor will make no reference to WSIPC, the Contract(s), WSIPC's Clients or the WSIPC Logo in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of WSIPC. This restriction applies to both any claim of endorsement of the Vendor and to any aspects of contract status, renewals or disagreements with WSIPC.

B19 Survival

All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

B20 Contract Usage Fee

"Contracts established under this RFP will include the following Contract Usage Fee for all future acquisitions obtained through the contract: a) two percent (2%) on all sales up to two hundred

thousand dollars (\$200,000.00), b) one percent (1%) for any single customer sale over two hundred thousand dollars (\$200,000.00). In this manner, the costs incurred by WSIPC to establish, manage and maintain the contracts will be borne solely by the parties that benefit from the contracts.”

The Contract Usage Fee will be collected at the point of sale by the Vendor and remitted to WSIPC at monthly or quarterly intervals. Where the pricing model contained in the contract is applied to purchases by K-12 and other entities, WSIPC will be assumed to be entitled to the Contract Usage Fee except as other contracts by the Vendor with K-12 and other entities are separately bid in conformity with the applicable State requirements and the procedures set forth in the Contract.”

B21 Reporting

The Vendor will be required by the optional use contract to provide WSIPC with quarterly sales volume summaries. The summaries will display the sales volume by client by quarter. The report shall include the contract number, customer name, total sales and total contract usage fee to be remitted to WSIPC at rfpadministration@wsipc.org. The quarterly reports will be due on the 15th of the month following the close of each quarter.

B22 Co-Marketing

Both parties agree to promote the awarded bid contract and strategic relationship, pursuant to the terms of marketing opportunities outlined in the WSIPC Marketing Summary. The Marketing Summary will be provided to the Vendor electronically within forty-five (45) days of the execution of the Agreement.

B23 Remedies

The Parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond.

All rights and remedies of Buyer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

B24 Prevailing Wage

In accordance with Washington State RCW39.04.010, RCW39.12.010, RCW39.12.020, and WAC 296-127, Contractors and Subcontractors shall be required to pay workers the Prevailing Wage rates prescribed by the Washington State Department of Labor and Industries.

After award of proposal, the successful Contractor shall prepare and file all forms relating to bonding, insurance, prevailing wages, and any other requirements of public works contracts with WSIPC and the state within required timeliness. The Washington State Department of Labor and Industries current schedule of Prevailing Wage Rates can be found at:

Journey Level Prevailing Wage - [Journey Level Rates for Public Works Contracts \(wa.gov\)](#)

Apprentice Jobs Prevailing Wage - [Apprentice Wage Rates for Public Works Contracts](#)

This rate schedule applies to any work performed under contract.

Prevailing Wage Rates may vary depending on current Prevailing Wage Rates within each State.

B25 Vendor Terms & Conditions

Include any additional terms and conditions for WSIPC consideration.

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EXHIBIT A
2 C.F.R. PART 200 APPENDIX II
UNIFORM GUIDANCE

**Provisions for Non-United States Federal Entity Procurements under United States
Federal Awards or other Awards**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract it will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its

principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier will not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Buyer, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Buyer, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

U. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. To the extent applicable, the [non-Federal entity](#) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as defined in 2 C.F.R. § 200.321.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Buyer:

WSIPC

By:

DocuSigned by:
Nancy Walsh
AB8A52B1D9B74E4...

Name: Nancy Walsh
Title: Chief Financial Officer
Date: 1/25/2023
Address: 2121 W. Casino Road
Everett, Washington 98204

Vendor:

LONG Building Technologies

By:

Craig Engelbrecht
Digitally signed by Craig Engelbrecht
Date: 2023.01.25 11:51:42 -08'00'

Name: Craig Engelbrecht
Title: Vice President
Date: 01/25/2023
Address: 800 SW 34th St, Suite A
Renton, WA 98057



ADDENDUM 1

GENERAL PURCHASING CONTRACT BETWEEN WSIPC AND LONG BUILDIN TECHNOLOGIES, INC.

This Addendum 1 to the General Purchasing Contract (this “Addendum”) is made and entered into as of the 11th day of October, 2023 (the “Effective Date”) by and between **WSIPC** (“Buyer”) and **Long Building Technologies, Inc.** (“Seller”).

WHEREAS, the parties previously entered into a RFP 22-05 General Purchasing Contract dated July 31, 2018.

WHEREAS, the parties wish to amend the terms of the General Purchasing Contract described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the terms of the General Purchasing Contract as follows:

1. **New Parts & Pricing.** Products offered as part of RFP 22-05 shall include Exhibit B DSX Products & Pricing dated October 6, 2023; all other products and pricing remain the same. Products and Pricing shall be in accordance with Exhibit B for pricing and configuration only, attached hereto and incorporated herein by reference.

The undersigned have agreed to the terms and conditions of this Addendum 1 as of the Effective Date.

WSIPC
("Buyer")
DocuSigned by:
By: Nancy Walsh
AB8A52B1D9B74E4...

Name: Nancy Walsh

Title: Chief Financial Officer

Date Signed: 10/11/2023

Address: 2121 W. Casino Road
Everett, Washington 98204

Long Building Technologies, Inc.
("Seller")
DocuSigned by:
By: Pauline Powell
44804ECE990F44F...

Name: Pauline Powell

Title: Sales Manager

Date Signed: 10/11/2023

Address: 800 SW 34th Street, Suite A
Renton, WA 9835



Exhibit B
RFP 22-05 Facilities Solutions
DSX Products and Pricing 10/06/2023

Part Number	Description	List Price	25% off list
DSX-1042	DSX-1042 Intelligent Two Door I/O Controller	\$1,210.00	\$665.50
DSX-1042NV	DSX-1042 Controller Plus NV Memory Processor	\$1,450.00	\$797.50
DSX-1042PKG	DSX-1042 Controller Package	\$1,950.00	\$1,072.50
DSX-1042PKG NV	DSX-1042 Package Plus NV Memory Processor	\$2,210.00	\$1,215.50
DSX-1043	Intelligent I/O Controller	\$970.00	\$533.50
DSX-1043NV	DSX-1043 Controller Plus NV Memory Processor	\$1,220.00	\$671.00
DSX-1043PKG	Intelligent Output Package	\$1,715.00	\$943.25
DSX-1043PKG NV	DSX-1043 Package Plus NV Memory Processor	\$1,975.00	\$1,086.25
DSX-1044	Intelligent I/O Controller	\$970.00	\$533.50
DSX-1044NV	DSX-1044 Plus NV Memory Processor	\$1,220.00	\$671.00
DSX-1044PKG	DSX-1044 Controller Package	\$1,715.00	\$943.25
DSX-1044PKG NV	DSX-1044 Package Plus NV Memory Processor	\$1,975.00	\$1,086.25
DSX-1048PKG	DSX-1048 Intelligent 8 Door Package	\$5,065.00	\$2,785.75
DSX-1048 PKG NV MC	DSX-1048 Package Plus NV Memory Processor on Master	\$5,325.00	\$2,928.75
DSX-1048PKG NV	DSX-1048 Package Plus NV Memory Processor	\$6,105.00	\$3,357.75
DSX-1040E	Equipment Enclosure with Lock & Key	\$335.00	\$184.25
DSX-1040E Mounting Rail	Controller Mounting Rail (Price shown is per rail)	\$19.00	\$10.45
DSX-1040CDM	Communications Distribution Module	\$305.00	\$167.75
DSX-FRB8	Fused Relay Board	\$265.00	\$145.75
DSX-1040P	Removable Processor Board	\$455.00	\$250.25
DSX-1040PNV	DSX-1040P Plus NV Memory Processor	\$580.00	\$319.00
DSX-RWS150/15	LPS 110VAC to 15V DC10A, 150 Watt <u>LPS</u> for 12V Locks	\$200.00	\$110.00
DSX-RWS150/28	LPS 110VAC to 28V DC5.4A, 150 Watt <u>LPS</u> for 24V Locks	\$210.00	\$115.50
DSX-RWS300B/28	LPS 110VAC to 27V DC11A, 320 Watt <u>LPS</u> for 24V Locks	\$390.00	\$214.50
DSX-1040PDP	Power Distribution Panel	\$740.00	\$555.00
DSX-1040PE	Enclosure for Power Distribution Panel	\$250.00	\$187.50
DSX-1040PE-B	Enclosure (only) for Battery Holds 9 – 12V 7AH Batteries	\$210.00	\$157.50
DSX-1040PE Fan	Panel Enclosure DC Fan (Use same part # for <u>DSX-1022E</u>)	\$15.00	\$11.25
DSX-1040PE Fan Guard	Panel Enclosure Fan Guard (Same part # for <u>DSX-1022E</u>)	\$5.00	\$3.75
DSX-1040PDM	Power Distribution Module	\$420.00	\$315.00
DSX-1020	Intelligent Single Door Controller	\$1,135.00	\$851.25
DSX-1020NV	DSX-1020 Controller Plus NV Memory Processor	\$1,395.00	\$1,046.25
DSX-1020-1	DSX-1020 Controller and shield (NO ENCLOSURE)	\$1,075.00	\$806.25
DSX-1020-1NV	DSX-1020-1 Plus NV Memory Processor (NO ENCLOSURE)	\$1,335.00	\$1,001.25
DSX-1022	Intelligent Two Door I/O Controller (Two door controller w/ Enclosure)	\$1,400.00	\$1,050.00
DSX-1022NV	DSX-1022 Controller Plus NV Memory Processor (Two door controller w/ Enclosure)	\$1,660.00	\$1,245.00
DSX-1022-1	DSX-1022 Controller and shield (NO ENCLOSURE)	\$1,335.00	\$1,001.25
DSX-1022-1NV	DSX-1022-1 Controller Plus NV Memory Processor (NO ENCLOSURE)	\$1,560.00	\$1,170.00
DSX-1022E	Enclosure Only	\$195.00	\$146.25
DSX-1022-1 Retro Fit	1022 Controller and shield (NO ENCLOSURE) Replaces DSX-1021.	\$1,335.00	\$1,001.25
DSX-1022-1NV Retro Fit	1022 NV Controller and shield (NO ENCLOSURE) Replaces DSX-1021NV.	\$1,560.00	\$1,170.00
1022PKG	Intelligent 2-Door Controller Starter Package	\$1,950.00	\$1,462.50
1022PKG NV	1022PKG Plus NV Memory Processor	\$2,210.00	\$1,657.50
1022PKG-FOB	Intelligent 2 Door Controller Starter Package (50 FOBs)	\$2,130.00	\$1,597.50
1022PKG NV-FOB	1022PKG-FOB Plus NV Memory Processor	\$2,390.00	\$1,792.50
1022LANPKG	Intelligent 2-Door Controller Starter Package + <u>DSX-LAN</u>	\$1,950.00	\$1,462.50
1022NVLANPKG	1022LANPKG Plus NV Memory Processor	\$2,210.00	\$1,657.50
1022LANPKG-FOB	Intelligent 2-Door Controller Starter + DSX-LAN & FOBs	\$2,130.00	\$1,597.50
1022NVLANPKG-FOB	1022LANPKG-FOB Plus NV Memory Processor	\$2,390.00	\$1,792.50

1022PKG-HID	Intelligent 2-Door Controller Starter Package	\$2,000.00	\$1,500.00
1022PKG-NV-HID	1022PKG-HID Plus NV Memory Processor	\$2,260.00	\$1,695.00
1022PKG-FOB-HID	Intelligent 2-Door Controller Starter Package + 50 FOBs	\$2,170.00	\$1,627.50
1022PKG-NV-FOB-HID	1022PKG-FOB-HID Plus NV Memory Processor	\$2,430.00	
			\$1,822.50
1022LANPKG-HID	Intelligent 2-Door Controller Starter Package + DSX-LAN	\$2,000.00	\$1,500.00
1022NVLANPKG-HID	1022LANPKG-HID Plus NV Memory Processor	\$2,260.00	
			\$1,695.00
1022LANPKG-FOB-HID	Intelligent 2-Door Controller Starter + DSX-LAN & FOBs	\$2,175.00	
			\$1,631.25
1022NVLANPKG-FOB-HID	1022LANPKG-FOB-HID Plus NV Memory Processor	\$2,435.00	
			\$1,826.25
DSX-USB	Single Channel USB to RS-232/485	\$235.00	\$176.25
DSX-1035	Quadraplexor 4 Channel RS-485 Mux/Repeater	\$450.00	\$337.50
DSX-MUX	6 Channel RS-232 Communications Mux	\$385.00	\$288.75
DSX-MCI	Single Channel RS-232 to RS-485 Converter	\$180.00	\$135.00
DSX-485T	2 Channel RS-485 Mux/Repeater	\$350.00	\$262.50
DSX-IP-HUB	DSX-IP-HUB Comm Router	\$400.00	\$300.00
DSX-LAN-D	DSX-LAN-D Ethernet to Serial Comm Interface	\$400.00	\$300.00
DSX-CRT2	DSX-CRT 2 Card Read Translator	\$465.00	\$348.75
DSX-CRT4	DSX-CRT 4 Card Read Translator	\$610.00	\$457.50
DSX-DP232	RS-232 Data Surge Protection Module	\$200.00	\$150.00
DSX-DP485	RS-485 Data Surge Protection Module -	\$200.00	\$150.00
DSX-220	Card Reader Cable Noise Filter	\$685.00	\$513.75
DSX-400DM	Duress Module for 8 bit Wiegand keypads	\$200.00	\$150.00
DSX-400DL	Door Latch Module	\$200.00	\$150.00
DSX-RKM	ReadyKey/PAC Reader Interface	\$200.00	\$150.00
DSX-OX4	Output Extender	\$420.00	\$315.00
DSX-TDM	Time Display Module (TDM) 4 Digit, 1 inch LED	\$450.00	\$337.50
DSX-TDM5	Time Display Module - LARGE (TDM) 4 Digit, 5 Inch LED	\$1,610.00	\$1,207.50
DSX-1030PR5	Retrofit Processor for DSX 1030 Controllers No Enclosure	\$580.00	\$435.00
DSX-1030PR5NV	1030PR5 Plus NV Memory Processor	\$840.00	\$630.00
16V-XFR	16.5 Volt 40 VA Plug-In Transformer	\$35.00	\$26.25
12V-BATT	12 Volt 7 Amp Hour Battery	\$45.00	\$33.75
MOV22	12 Volt MOV Lock Surge Suppressor Bag of 100 only	\$115.00	\$86.25
MOV38	24 Volt MOV Lock Surge Suppressor Bag of 100 only	\$115.00	\$86.25
277-LOCK	Lock for DSX Enclosure with 2 keys	\$9.50	\$7.13
DSX-1042EXTW	DSX-1042 Controller - 3 Year Extended Warranty	\$225.00	\$168.75
DSX-1022EXTW	DSX-1022 Controller - 3 Year Extended Warranty	\$225.00	\$168.75
DSX-1043EXTW	DSX-1043 Controller - 3 Year Extended Warranty	\$225.00	\$168.75
DSX-1044EXTW	DSX-1044 Controller - 3 Year Extended Warranty	\$225.00	\$168.75
DSX-CDMEXTW	DSX-CDM - 3 Year Extended Warranty	\$135.00	\$101.25
DSX-PDMEXTW	DSX-PDM - 3 Year Extended Warranty	\$135.00	\$101.25
DSX-LANEXTW	DSX-LAN-D - 3 Year Extended Warranty	\$135.00	\$101.25
DSX-1042EXTW	DSX-1042 Controller - 5 Year Extended Warranty	\$375.00	\$281.25
DSX-1022EXTW	DSX-1022 Controller - 5 Year Extended Warranty	\$375.00	\$281.25
DSX-1043EXTW	DSX-1043 Controller - 5 Year Extended Warranty	\$375.00	\$281.25
DSX-1044EXTW	DSX-1044 Controller - 5 Year Extended Warranty	\$375.00	\$281.25
DSX-CDMEXTW	DSX-CDM - 5 Year Extended Warranty	\$225.00	\$168.75
DSX-PDMEXTW	DSX-PDM - 5 Year Extended Warranty	\$225.00	\$168.75
DSX-LANEXTW	DSX-LAN-D - 5 Year Extended Warranty	\$225.00	\$168.75
WinStart	WinDSX Microsoft Access™ Version	\$400.00	\$300.00
WinStartSQL	WinDSX Microsoft SQL Server™ Version	\$2,500.00	\$1,875.00
WinDSXSQL-Upgrade	WinDSXSQL Upgrade Software	\$1,450.00	
			\$1,087.50
Export Names	Card Holder Data Export	\$700.00	\$525.00
SoftKeyMod	Soft Key Modification	\$150.00	\$112.50
Soft I/O Integration Software		\$1,000.00	\$750.00
SIA/6500 Interface		\$1,000.00	\$750.00
ResourceUSB	DSX Technical documents on USB	\$75.00	\$56.25
DS-1022D	DSX-1022 Demo Unit	\$2,500.00	\$1,875.00

DS-1042D	DSX-1042 Demo Unit	\$2,500.00	\$1,875.00
DS-1048D	DSX-1048 Demo Unit	\$5,750.00	\$4,312.50



ADDENDUM 2

CONTRACT FOR THE PURCHASE OF SERVICES BETWEEN WSIPC AND LONG BUILDING TECHNOLOGIES, INC.

This Addendum 2 to the General Purchasing Contract (this “Addendum”) is made and entered into as of the 25th day of July, 2023 (the “Effective Date”) by and between **WSIPC** (“Buyer”) and **Long Building Technologies, Inc.** (“Seller”).

WHEREAS, the parties previously entered into a RFP 22-05 General Purchasing Contract dated January 25, 2023.

WHEREAS, the parties wish to amend the terms of the General Purchasing Contract described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the terms of the General Purchasing Contract as follows:

1. **Labor Rates.** Labor offered as part of RFP 22-05 shall include Exhibit A-1 Labor Rates dated January 23, 2023; all other products and pricing remain the same. Labor and Pricing shall be in accordance with Exhibit A-1 for pricing and configuration only, attached hereto and incorporated herein by reference.

The undersigned have agreed to the terms and conditions of this Addendum 2 as of the Effective Date.

WSIPC
 (“Buyer”)
DocuSigned by:
By: Nancy Walsh
AB8A52B1D9B74E4...

Name: Nancy Walsh

Title: Chief Financial Officer

Date Signed: 10/25/2023

Address: 2121 W. Casino Road
Everett, Washington 98204

Long Building Technologies, Inc.
 (“Seller”)
DocuSigned by:
By: Craig Engelbrecht
39FB167ADCDC4AF...

Name: Craig Engelbrecht

Title: Vice President

Date Signed: 10/25/2023

Address: 800 SW 34th Street, Suite A
Renton, WA 9835



**Exhibit A-1
Labor Rates**

LONG Building Technologies: Labor Rates as of 01/23/2023				
			Standard Straight Time(M-F 7am - 4pm) Excluding Holidays	WSIPC Hourly Rates at 10% Off
	Controls	Engineering	\$ 254	\$ 229
	Controls	Energy Engineer	\$ 280	\$ 252
	Controls	Data Analyst	\$ 254	\$ 229
	Controls	Project Management	\$ 254	\$ 229
	Controls	Controls Technician	\$ 234	\$ 211
	Controls	Union Electrician Install	\$ 306	\$ 275
	Controls	Network Engineer	\$ 254	\$ 229
	Controls	Panel Build	\$ 273	\$ 246
	Controls	Commissioning	\$ 234	\$ 211
	Controls	Training	\$ 234	\$ 211
	Controls	Mechanical Service	\$ 169	\$ 152
	Controls	Mechanical Service Overtime	\$ 254	\$ 229
	Controls	Mechanical Service Sunday/Hol.	\$ 338	\$ 304
	Controls	Mechanical Service Project Mgr.	\$ 169	\$ 152
	Security	Engineering	\$ 234	\$ 211
	Security	Project Management	\$ 254	\$ 229
	Security	Security Technician	\$ 228	\$ 205
	Security	Union Electrician Install	\$ 306	\$ 275
	Security	Network Engineer	\$ 254	\$ 229
	Security	Commissioning	\$ 228	\$ 205
	Security	Training	\$ 228	\$ 205
		Regular Overtime(M-F 4pm - 7am, & Sat) Excluding Holidays	1.5 times standard	
		Sundays & Holidays	2 times standard	

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	166,020
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood City Hall Card Reader Upgrades & Request-To-Exit Addition

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to upgrade all 22 card readers at Edgewood City Hall to readers capable of reading LenelS2 BlueDiamond mobile credentials, and adding a request-to-exit sensor at the City Hall Employee Access Door. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace all card readers at City Hall with LenelS2 BlueDiamond readers, allowing City of Edgewood to use BlueDiamond mobile credentials at all BlueDiamond readers. BlueDiamond mobile credential annual renewal fees will be added to City of Edgewood's existing annual software upgrade and support plan (SUSP) pricing.

LONG will add an above-door request-to-exit (REX) sensor at the Employee Access Door allowing employees to exit this door without pushing the wall-mounted REX button.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. At 22 City Hall card reader locations, LONG will remove the existing card readers, providing and installing:
 - (22) LenelS2 BlueDiamond Mobile Enabled US single gang card readers
 LONG will connect the new card readers to the existing card reader cabling at the door locations.
3. LONG will provide:
 - (50) LenelS2 BlueDiamond Mobile credentials
 Licensing of these credentials is billed annually; renewal fees will be added to your existing annual SUSP pricing.
4. LONG will assist City of Edgewood in setting up mobile credentials and provide up to one (1) hour of remote training by LONG personnel on mobile credential issuance.
5. At the 1st floor Employee Access Door, LONG will provide and install:
 - One (1) above-door request-to-exit (REX) sensor
 - Low voltage cabling to access control panel in basement.

6. LONG will program new above-door sensor as the primary REX sensor at this door; the wall-mount REX push button shall remain as a secondary/backup REX at this door.
7. Provide all necessary testing, programming and commissioning.
8. One-year warranty on all supplied materials and workmanship.
9. Pricing does not include tax.
10. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$16,990.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications.
4. All warranty for owner supplied or existing materials and workmanship.
5. Ceiling tile replacement as a result of demo or installation.
6. Hazardous material identification, abatement or removal.
7. Work in asbestos areas.
8. Sheetrock cutting.
9. Unforeseen or hidden conditions.
10. Any construction activities not clearly stated in our scope of work listed above.
11. Painting of equipment associated with installation.
12. Mono coat or insulation repair due to new installations.
13. Expedited manufacturing, shipping or handling fees.
14. Overtime or off-hour work
15. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.

16. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
17. All trash removal from site.
18. All taxes and assessments related to this project.
19. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
All other equipment in operational condition			X	
Current LenelS2 software support and upgrade plan			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the

invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.

3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood Community Park
10301 36th St. E
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,312 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood Community Park Vehicle Gate Automation and Security Video

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide gate automation to the vehicle gate for access from into the parking lot from the road, lock automation for the four restrooms and security cameras. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace the gate which separates the parking lot from the street with an aluminum cantilever gate spanning the driveway opening. The new gate will slide open at the beginning of park open hours and close upon closing hours. The gate will be equipped with a free exit loop for vehicle egress, reversing loops to keep the gate open if a vehicle is detected in the gate's path, and Tomar single head strobe detector for emergency/police vehicle access when gate is closed. The vehicle gate will be programmed to alert the City of Edgewood if the gate opens outside of park open hours. Restroom doors will receive electrified locks and door position switches. Restroom doors will be programmed to the locked position during park closed hours and unlocked during park open hours. The door position switches will provide alerts to City of Edgewood through the access control system if a door is open outside of park hours. A motion sensor inside each restroom will provide information of activity within the room outside of park hours.

A camera on the pole close to the new gate will receive a camera aimed at vehicle license plates. Two cameras on parking lot poles will provide general overview of parking lot human and vehicle activity. Three cameras on the restroom building will provide views of human activity in front of the restroom doors, and human activity on the playground equipment. All cameras will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Cameras can be programmed to provide alerts to City employees of movement of people or vehicles in/around the park outside of City-defined hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. Remove existing vehicle gate at parking lot entry.
3. Install aluminum cantilever gate spanning driveway opening, including:
 - One (1) Liftmaster HDSL24U slide gate operator with built-in battery backup

- Two (2) reversing loops with detector to command gate to remain open if a vehicle is in its path
 - One (1) free exit loop with detector, to command gate to open for exiting vehicle
 - One (1) Liftmaster photo eye, sender-receiver style (no reflector), to command gate to remain open if an obstruction breaks the beam. Photo eye components to be mounted on gate posts. (Meets UL325 safety standards for monitored safety device as enacted by Underwriters Laboratory August 2018)
 - One (1) Liftmaster sensitive safety edge including required transmitters and receivers (Meets UL325 safety standards for monitored safety device as enacted by Underwriters Laboratory August 2018)
 - One (1) Knox box with toggle switch inside to allow emergency vehicle access (cylinder to be keyed to local fire dept. key.) This device must be approved by the local fire department.
 - One (1) Tomar 1790 single head strobe detector with power module.
4. Connect new gate operator to restroom building via new underground conduit to light pole then existing usable low voltage conduit pathway.
 5. At the pole adjacent to the new vehicle gate, provide and install:
 - One (1) Avigilon Alta 4K dome camera, 30 days onboard storage
 - One (1) network extender camera unit
 Connect camera to restroom building via existing usable low voltage conduit pathway.
 6. At two parking lot poles, LONG will provide and install at each:
 - One (1) Avigilon Alta 20MP multi-sensor dome camera, 30 days onboard storage
 Connect cameras to restroom building via existing usable low voltage conduit pathway.
 7. On three sides of the exterior of the restroom building, provide and install:
 - One (1) Avigilon Alta 4K dome camera, 30 days onboard storage
 - Two (2) Avigilon Alta 5MP dome cameras, 30 days onboard storage
 Provide and install network cable between cameras and restroom building utility room.
 8. At each of four restroom doors, LONG will provide and install:
 - One (1) grade 1 electric lock
 - One (1) electrified hinge
 - One (1) door position switch
 Provide and install cable protected between devices and restroom building utility room.
 9. Inside each of four restrooms, LONG will provide and install:
 - One (1) motion detector
 Provide and install cable protected between devices and restroom building utility room.
 10. Inside the restroom building utility room, provide and install:
 - One (1) Mercury PoE Intelligent Panel Single Door controller
 - One (1) Mercury Security Input Control Module
 - One (1) unified power enclosure with backup batteries
 - One (1) 8-port network switch
 - One (1) cellular modem
 - One (1) network extender base unit
 11. Provide hardwired connection in restroom building to 120VAC.
 12. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS and City network.
 13. City of Edgewood to provide computers/devices on the same network for camera display.
 14. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
 15. Provide all necessary miscellaneous materials, connectors and freight.
 16. Provide all necessary testing, programming and commissioning.
 17. Provide up to one (1) hour of remote system training by LONG personnel.
 18. One-year warranty on all supplied materials and workmanship.

19. Pricing does not include tax.
20. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$149,565.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work other than what is specified above.
4. All warranty for owner supplied or existing materials and workmanship.
5. Force majeure.
6. Hazardous material identification, abatement or removal.
7. Work in asbestos areas.
8. Sheetrock cutting, patching, painting.
9. Unforeseen or hidden conditions.
10. Any construction activities not explicitly stated in our scope of work listed above.
11. Painting of equipment associated with installation.
12. Raceways for low voltage cabling systems.
13. Mono coat or insulation repair due to new installations.
14. Expedited manufacturing, shipping or handling fees.
15. Overtime or off-hour work
16. Network drop at switch locations.
17. WAN/LAN network infrastructure/service/equipment.
18. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.

19. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
20. All trash removal from site.
21. All taxes and assessments related to this project.
22. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Detailed shop drawings with critical measurements, up to 2 revisions	X			
Asphalt cutting as needed, loop cuts filled with sealing caulk	X	X		
Excavation as necessary	X			
Forming/pouring concrete footings for gate posts and gate operator	X	X		
Mounting of gate posts and gate assembly	X	X		
Mounting/wiring of gate operator, loop detectors, photo eye, gate edge and Knox switch	X	X		
120/240 VAC power on a dedicated 20 AMP circuit to gate operator	X	X		
Electrical permits	X			
Client computer(s), smartphones, etc. to access/display cloud software			X	
Cellular SIM card, cell service			X	
LenelS2 OnGuard portal licenses			X	
OnGuard 8.2 software, current SUSP			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
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6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgemont Park
11001 24th Street E
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,432 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgemont Park Pedestrian Gate Automation and Security Video

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide gate automation to a new pedestrian gate for access from the parking lot into the playground and a camera to view the parking area. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will replace the pedestrian gate which separates the parking lot and the playground with taller pedestrian gate and a non-electrified closer to pull the gate closed after use. The electrified strike in the gate will be scheduled to unlock during park open hours and lock at the time the park is closed. This gate will be outfitted with door position switch so that the City of Edgewood can be notified if the gate has been left open for a long period of time. The pole adjacent to the gate will receive a multi-imager camera to view the parking lot. This camera will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Camera can be programmed to provide alerts to City employees of movement of people or vehicles in/around the parking lot outside of City-defined hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. Remove existing pedestrian gate separating parking lot from playground area.
3. Install custom chain link galvanized steel pedestrian gate, including:
 - One (1) electric strike with latch protector
 - One (1) panic bar for egress
 - One (1) hydraulic closer
 - One (1) door position switch
 - One (1) handle for ingress
4. On the light pole adjacent to pedestrian gate, provide and install:
 - One (1) Avigilon Alta 20MP multi-sensor camera, 30 days onboard storage
5. Provide and install aerial cable between camera and gate to restroom building.
6. Inside restroom building, provide and install:
 - One (1) Mercury PoE Intelligent Panel Single Door controller

- One (1) unified power enclosure with backup batteries
 - One (1) network switch
 - One (1) cellular modem
7. Provide hardwired connection in restroom building to 120VAC.
 8. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS and City's LenelS2 OnGuard access control system.
 9. City of Edgewood to provide computers/devices on the same network for camera display.
 10. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
 11. Provide all necessary miscellaneous materials, connectors and freight.
 12. Provide all necessary testing, programming and commissioning.
 13. Provide up to one (1) hour of remote system training by LONG personnel.
 14. One-year warranty on all supplied materials and workmanship.
 15. Pricing does not include tax.
 16. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$49,975.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work other than what is specified above.
4. All warranty for owner supplied or existing materials and workmanship.
5. Force majeure.
6. Hazardous material identification, abatement or removal.
7. Work in asbestos areas.
8. Sheetrock cutting, patching, painting.

9. Unforeseen or hidden conditions.
10. Any construction activities not explicitly stated in our scope of work listed above.
11. Painting of equipment associated with installation.
12. Raceways for low voltage cabling systems.
13. Mono coat or insulation repair due to new installations.
14. Expedited manufacturing, shipping or handling fees.
15. Overtime or off-hour work
16. Network drop at switch locations.
17. WAN/LAN network infrastructure/service/equipment.
18. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
19. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
20. All trash removal from site.
21. All taxes and assessments related to this project.
22. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Detailed shop drawings with critical measurements	X			
Excavation as necessary	X	X		
Forming/pouring concrete footings for gate posts	X	X		
Mounting of gate posts and gate assembly	X	X		
Client computer(s), smartphones, etc. to access/display cloud software			X	
Cellular SIM card, cell service			X	
LenelS2 OnGuard portal licenses			X	
OnGuard 8.2 software, current SUSP			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in

or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
East of 10215 24th Street E
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,433 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Public Works Yard Security Cameras

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to provide security cameras for your public works yard to the south of City Hall and connect it to your new cloud-based video management system. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will install two Avigilon Alta cameras to view as much of the public works yard as possible. These cameras will have 30 days onboard video storage and connect to the new city-wide Alta Cloud video management system (VMS) via a cellular connection. Cameras will be programmed to provide alerts to City employees to movement of people or vehicles within the public works yard outside of City-defined normal working hours.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. At each of two locations, shed close to back fence and electric pole within yard close to road, provide and install:
 - One (1) Avigilon Ava Dome Camera, 4K, 30 days onboard storage
New camera mounting equipment will be provided as necessary.
3. Provide and install network cable from camera on electric pole close to road to shed, utilizing existing conduit between pole and shed. LONG assumes existing conduit is free of obstructions.
4. Provide and install a box atop the existing open conduit to protect the cable pathway.
5. Provide and install a network switch and cellular modem inside environmental enclosure inside the shed; connect to 120VAC.
6. Connect both cameras to network switch.
7. Install City-provided SIM card in cellular modem, connect cell modem for connection to the Avigilon Alta Cloud VMS.
8. City of Edgewood to provide computers/devices on the same network for camera display.
9. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
10. Provide all necessary miscellaneous materials, connectors and freight.
11. Provide all necessary testing, programming and commissioning.

12. Provide up to one (1) hour of remote system training by LONG personnel.
13. One-year warranty on all supplied materials and workmanship.
14. Pricing does not include tax.
15. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$19,491.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Remediation of existing code violations.
2. Troubleshooting existing equipment.
3. Power wiring or electrical panel modifications, energized work.
4. All warranty for owner supplied or existing materials and workmanship.
5. Force majeure.
6. Ceiling tile replacement as a result of demo or installation.
7. Hazardous material identification, abatement or removal.
8. Work in asbestos areas.
9. Sheetrock cutting, patching, painting.
10. Unforeseen or hidden conditions.
11. Any construction activities not explicitly stated in our scope of work listed above.
12. Painting of equipment associated with installation.
13. Raceways for low voltage cabling systems.
14. Mono coat or insulation repair due to new installations.
15. Expedited manufacturing, shipping or handling fees.
16. Overtime or off-hour work
17. Network drop at switch locations.
18. WAN/LAN network infrastructure/service/equipment.

19. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
20. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
21. All trash removal from site.
22. All taxes and assessments related to this project.
23. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	
Cellular SIM card, cell service			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with

required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of

revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,436 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Barn Camera

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to add a camera at the barn adjacent to City Hall. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will provide an Avigilon Alta camera on the west side of the barn building adjacent to City Hall to view the barn pedestrian door. This camera will be wired to City Hall utilizing existing conduit and connect to the new PoE+ network switch included in LONG proposal to upgrade the City Hall video system, #167,436. This camera will be visible to City of Edgewood as part of the city-wide Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. On the Meridian side of the barn, to view the barn pedestrian door, LONG will provide and install:
 - One (1) Avigilon Ava Dome Camera, 4K, 30 days onboard storage
 New camera mounting equipment will be provided as necessary.
4. LONG will provide and install network cable from camera to City Hall server room utilizing existing conduit between barn and City Hall. LONG assumes existing conduit is free of obstructions.
5. LONG will provide and install a box atop the existing open conduit to protect the cable pathway.
6. LONG will connect the new camera to the new network switch and connect the camera to the building's Internet router for connection to the Avigilon Alta Cloud VMS.
7. City of Edgewood to provide computers/devices on the same network for camera display.
8. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
9. Provide all necessary miscellaneous materials, connectors and freight.
10. Provide all necessary testing, programming and commissioning.
11. Provide up to one (1) hour of remote system training by LONG personnel.
12. One-year warranty on all supplied materials and workmanship.
13. Pricing does not include tax.

14. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$7,023.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Force majeure.
7. Ceiling tile replacement as a result of demo or installation.
8. Hazardous material identification, abatement or removal.
9. Work in asbestos areas.
10. Sheetrock cutting, patching, painting.
11. Unforeseen or hidden conditions.
12. Any construction activities not explicitly stated in our scope of work listed above.
13. Painting of equipment associated with installation.
14. Raceways for low voltage cabling systems.
15. Mono coat or insulation repair due to new installations.
16. Expedited manufacturing, shipping or handling fees.
17. Overtime or off-hour work
18. Network drop at switch locations.
19. WAN/LAN network infrastructure/service/equipment.

20. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
21. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
22. All trash removal from site.
23. All taxes and assessments related to this project.
24. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG

agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of

whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
City of Edgewood Garage
10311 22nd Street E
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,435 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Garage Cameras Addition

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal for cameras at your garage across the street from City Hall in Edgewood, Washington. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will install three (3) cameras on three sides of the building to capture areas of interest: 1) front of the building/roll-up doors, 2) side of the building/pedestrian door, and 3) back equipment lot. The camera on the front of the building will be installed under the eave. The camera for the back equipment lot will be installed on a bracket on the side of the garage to allow for a camera view over equipment parked close to the back of the garage. Cameras will be equipped with 30 days onboard storage. Cameras will be connected to City Hall via wireless link and connected to the city's Internet service for connection to the Avigilon Alta Cloud video management system (VMS). All cameras will be visible to City of Edgewood as part of the entire City of Edgewood Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. On three sides of the building, LONG will provide and install:
 - Three (3) Avigilon Ava Dome Camera, 4K, 30 days onboard storage
 New camera mounting equipment will be provided as necessary.
4. Inside the garage, LONG will provide and install:
 - One (1) NDAA-compliant 4-port PoE hardened network switch
 LONG will connect network switch to available 120VAC.
5. Connect all cameras to PoE network switch.
6. Provide and install wireless transmitter on outside of garage; connect to PoE network switch.
7. Provide and install wireless receiver on outside of City Hall within line-of-sight.
8. Provide and install network cable from City Hall wireless receiver to server room; connect to new PoE+ network switch.
9. City of Edgewood to provide computers/devices on the same network for camera display.

10. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
11. Provide all necessary miscellaneous materials, connectors and freight.
12. Provide all necessary testing, programming and commissioning.
13. One-year warranty on all supplied materials and workmanship.
14. Pricing does not include tax.
15. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$14,170.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Force majeure.
7. Ceiling tile replacement as a result of demo or installation.
8. Hazardous material identification, abatement or removal.
9. Work in asbestos areas.
10. Sheetrock cutting, patching, painting.
11. Unforeseen or hidden conditions.
12. Any construction activities not explicitly stated in our scope of work listed above.
13. Painting of equipment associated with installation.
14. Raceways for low voltage cabling systems.
15. Mono coat or insulation repair due to new installations.

16. Expedited manufacturing, shipping or handling fees.
17. Overtime or off-hour work
18. Network drop at switch locations.
19. WAN/LAN network infrastructure/service/equipment.
20. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
21. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
22. All trash removal from site.
23. All taxes and assessments related to this project.
24. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permits	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	
Vegetation trimming/removal			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site address:
Edgewood City Hall
2224 104th Ave E.
Edgewood, WA 98372

Date:	January 3, 2024
Proposal #:	167,436 – revision 1
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: Edgewood City Hall Video Management System Upgrade

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit this proposal to upgrade your video management system (VMS) from on-premise to cloud-based. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. We are pleased to offer this detailed scope of work for your project.

A. THEORY OF OPERATION

LONG will remove two (2) non-NDAA-compliant cameras from City of Edgewood's security video system and replace with Avigilon Alta cameras. LONG will upgrade the existing Exacq on-premise security video system to Avigilon Alta Aware Cloud through the installation of a Cloud Connector in the server room connected to the Internet. LONG will upgrade the existing network switch and connect the new switch to the City's Internet router to connect to the Avigilon Alta Cloud video management system (VMS). All cameras will be visible to City of Edgewood as part of the city-wide Alta Cloud VMS.

B. SCOPE OF WORK

1. Provide all necessary setup and programming required for complete operating system.
2. LONG will conduct upload and download speed tests on City of Edgewood's Internet network and advise City of Edgewood on Internet service.
3. At two (2) existing 8MP camera locations, Back Parking 180 and Front Parking 180, LONG will remove non-NDAA compliant cameras and provide and install:
 - Two (2) Avigilon Alta 20MP Quad multi-sensor outdoor dome cameras, 30 days onboard storage

New camera mounting equipment will be provided; cabling and wireless infrastructure is proposed to be reused.
4. LONG will remove non-NDAA compliant camera network switch and provide and install:
 - One (1) NDAA-compliant 20 port PoE+ network switch
5. LONG will connect all cameras (9) to new PoE+ network switch,
6. LONG will remove Exacq video server and return to City of Edgewood.
7. LONG will provide and install one (1) Avigilon Alta Cloud Connector with 8TB and connect to City of Edgewood's Internet router in same room.
8. LONG understands balance of existing cameras (7) to be NDAA-compliant.

9. LONG will assist City of Edgewood in setting up mobile access for all city cameras accessible via police cellular phones.
10. City of Edgewood to provide computers/devices on the same network for camera display.
11. Camera proposed will have 30-day onboard storage. 30 days redundant cloud video storage included.
12. Provide all necessary miscellaneous materials, connectors and freight.
13. Provide all necessary testing, programming and commissioning.
14. Provide up to one (1) hour of remote system training by LONG personnel.
15. One-year warranty on all supplied materials and workmanship.
16. Pricing does not include tax.
17. LONG assumes a 4 to 6-week lead-time for material ordering and scheduling purposes.

This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated with LONG.

C. PRICE OF WORK

Proposed scope of work, including performance bond, excluding tax \$19,685.00

Proposed scope of work total provided for informational use only; pricing assumes all proposed scopes of work (166020, 167312, 167432-167436); will proceed at the same time.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal working hours, Monday – Friday. Proposal based upon an 8-hour consecutive workday. Time outside of this will be charged at overtime and double time.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will provide and install all necessary components listed in Scope of Work for a complete and operable system.
4. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a repair/replacement change order will be provided upon request.

E. EXCLUSIONS:

1. Cable length over 300' combined length.
2. Remediation of existing code violations.
3. Troubleshooting existing equipment.
4. Power wiring or electrical panel modifications, energized work.
5. All warranty for owner supplied or existing materials and workmanship.
6. Force majeure.
7. Ceiling tile replacement as a result of demo or installation.
8. Hazardous material identification, abatement or removal.
9. Work in asbestos areas.
10. Sheetrock cutting, patching, painting.
11. Unforeseen or hidden conditions.
12. Any construction activities not explicitly stated in our scope of work listed above.

13. Painting of equipment associated with installation.
14. Raceways for low voltage cabling systems.
15. Mono coat or insulation repair due to new installations.
16. Expedited manufacturing, shipping or handling fees.
17. Overtime or off-hour work
18. Network drop at switch locations.
19. WAN/LAN network infrastructure/service/equipment.
20. Idle time incurred by LONG Building Technologies, employees and subcontractors due to absence of escorts, clearances, inability to enter workspace, or other factors beyond our control will be considered a change to the contract.
21. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
22. All trash removal from site.
23. All taxes and assessments related to this project.
24. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes ☒ Core drilling, saw cutting ☒ Trenching, tunneling
 - ☒ Hazardous materials handling ☒ Provision of access doors ☒ Demolition
 - ☒ Bid bond ☒ Payment bond ☒ Performance bond ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. ☐ Cash or Check on Delivery (C.O.D.).

RESPONSIBILITY MATRIX	LONG		Others	
	Furnish	Install	Furnish	Install
Security equipment, detailed above	X	X		
Electrical permit	X			
Underground conduit in usable condition			X	
Network drop/equipment, LAN/WAN connectivity, IP addresses			X	
Internet router, service			X	
Network drop, same location as LONG-provided network switch			X	
Client computer(s), smartphones, etc. to access/display Ava Aware			X	

AUTHORIZE	Accepted by:	City of Edgewood	Submitted by:	LONG Building Technologies
	Accepted by:		Submitted by:	Erica Nishioka
	Title:		Title:	Account Executive
	Signature:		Signature:	
	Date:		Date:	January 3, 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

CITY OF EDGEWOOD PURCHASE ORDER

DATE: 12/13/2023		VENDOR: Long Building Technologies		PO NUMBER: 2023068	
DELIVERY METHOD:			DELIVERY DATE:		
SPECIAL INSTRUCTIONS:					
COUNT:		DESCRIPTION:		UNIT \$	TOTAL \$
1		Ava Aware Software Subscription for 22 cameras		\$10,978.00	\$10,978.00
		3 year subscription term			
				SUBTOTAL	\$10,978.00
				SALES TAX	\$1,108.78
STATE BID CONTRACT NUMBER:				PO TOTAL	\$12,086.78
EDGEWOOD BUSINESS LICENSE:		☐ YES ☐ NO ☒ N/A			
PREVAILING WAGE INTENT FILED:		☐ YES ☐ NO ☒ N/A			
BARS NUMBER		001-018-000-518-85-49-03			
BARS NUMBER					
AUTHORIZATION LEVEL (MAYOR/COUNCIL):				BARS TOTAL	\$ 12,086.78
REQUESTED BY:		Matthew Ray, IT Director			
FINANCE DIRECTOR APPROVAL:		HARDEEP GORAYA			
ASST. CITY ADMIN APPROVAL:		Dave Gray			

CONTACT/CONFIRMATION INFORMATION:

City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org

City of Edgewood
2224 104th Ave E.
Edgewood, WA 98372

Site addresses:
6 locations
Edgewood, WA 98372

Date:	November 28, 2023
Proposal #:	See attached 7 documents
Expiration:	30 days from above date
Account Manager:	Erica Nishioka
Contact Number:	(206) 391-8777

Attn: Matthew Ray, IT Director (matthew@cityofedgewood.org)
RE: City of Edgewood Security Additions and Enhancements

**Per WSIPC Purchasing Program Bid Contract
RFP 22-05 Managed Security and Physical Security Solutions**

Thank you for the opportunity to submit proposals to add and enhance security for your City Hall building, two parks, the public works yard, and facilities adjacent to City Hall. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG is committed to providing you the necessary information required to make an educated investment decision. At your convenience, allow LONG to coordinate a product demonstration of the proposed security solutions for your facilities.

LONG is proposing 7 scopes of work:

1. City Hall Card Reader and Mobile Credential Upgrade, Addition of Request-To-Exit Device
2. City Hall Security Video Camera System Upgrade
3. Garage Security Cameras
4. Barn Security Camera
5. Public Works Yard Security Cameras
6. Edgemont Park New Gate and Security Camera
7. Edgewood Community Park New Vehicle Gate, Restroom Door Automation and Security Cameras

Scopes of work are included as separate attachments to this email and pricing takes into consideration all scopes of work occurring at the same time.

Combined 7 scopes of work total, excluding tax	\$274,953.00
Combined 3 years Ava Aware for 22 cameras, excluding tax	\$10,978.00

Thank you for considering LONG Building Technologies as your partner of choice for your security systems upgrades. I look forward to your feedback and making adjustments in accordance with your needs.

Best Regards,

Erica Nishioka

Erica Nishioka
LONG Building Technologies
206-391-8777

Signature: 
Dave Gray (Dec 20, 2023 15:04 PST)

Email: dave@cityofedgewood.org

2023068 Long Building Technologies

Final Audit Report

2023-12-20

Created:	2023-12-20
By:	HARDEEP GORAYA (hardeep@cityofedgewood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9R6L0gbnOy95_yD6998hYqHgyO6Y1rxH

"2023068 Long Building Technologies" History

-  Document created by HARDEEP GORAYA (hardeep@cityofedgewood.org)
2023-12-20 - 9:15:48 PM GMT
-  Document emailed to Dave Gray (dave@cityofedgewood.org) for signature
2023-12-20 - 9:16:02 PM GMT
-  Email viewed by Dave Gray (dave@cityofedgewood.org)
2023-12-20 - 11:04:01 PM GMT
-  Document e-signed by Dave Gray (dave@cityofedgewood.org)
Signature Date: 2023-12-20 - 11:04:36 PM GMT - Time Source: server
-  Agreement completed.
2023-12-20 - 11:04:36 PM GMT



City Of Edgewood Council Agenda Summary Sheet

Subject: Comcast Franchise Agreement and Ordinance	Agenda Item #: 2.F
	For Agenda of: 1/16/2024
	Prepared by: Madrona Law Group, City Staff
Attachments (list): 1. 2024 Comcast Franchise Ordinance 2. 10262023 Final Comcast Franchise Renewal (2)	
Approval of Materials: Madrona Law Group, City Staff Rachel Pitzel, City Clerk/HR Director 1/11/2024 Dave Gray 1/11/2024 Dave Olson 1/11/2024	Expenditure Required: N/A
	Amount Budgeted: Revenue Only
	Timeline: 01/16/2024 Study Session for council discussion and review. 01/23/2024 Regular Council Meeting-public reading and council discussion. 02/13/2024 Regular Council Meeting-public reading and potential council action.

Summary Statement:

Comcast, a regional cable television service provider, has a cabling network located in the public right-of-way. They enter agreements with government entities to operate and service said network of cabling. They pay a fee of 5% of gross sales generated within the City of Edgewoods jurisdictional boundary. They are still required to obtain permits for work in the city that require a permit. The franchise fee agreement being presented will operate for ten years.

Item History:

Recommended Action:

Review the document and discuss any concerns or otherwise inform the public of the nature of the agreement.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 24-0XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A NONEXCLUSIVE FRANCHISE TO INSTALL, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG, AND ACROSS CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF EDGEWOOD, WASHINGTON, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS WITH RESPECT THERETO, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an initial franchise with Comcast of Puget Sound, Inc., now Comcast Cable Communications Management, LLC (“Comcast”) on February 22, 2011, under Ordinance 11-0355; and

WHEREAS, the City and Comcast entered into negotiations to execute a renewal franchise; and

WHEREAS, the City Council has the authority under the Federal Cable Act, RCW 35A.47.040, and Edgewood Municipal Code Chapter 12.06 to grant nonexclusive cable communications franchises for the use of its streets and other public properties; and

WHEREAS, based on representations and information provided by Comcast, the City Council has determined that the renewal grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Franchise Granted. The Edgewood City Council hereby grants to Comcast a renewal franchise in a form substantially the same as that attached hereto as Attachment A.

Section 2. Previous Franchise Repealed. The franchise granted to Comcast by the Edgewood City Council on February 22, 2011 under Ordinance No. 11-0355 is hereby repealed and terminated.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS ____TH DAY OF _____, 2024.

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Published:

Effective Date:

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND
THE CITY OF EDGEWOOD, WASHINGTON**

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SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary. A list that follows the use of the word "including" is intended to illustrate examples, not be an exhaustive list, unless the context clearly indicates otherwise. The Grantor and Grantee may be collectively referred to as the "Parties."

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups, and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges, and universities.

b. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes the retransmission of local television Broadcast Channels, all EG SD Access Channels required in this Franchise, and any additional programming designated by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes, or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City” is the City of Edgewood, Washington, a body politic and corporate under the laws of the State of Washington.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is

the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units, unless the additional facilities are clearly accessory.

1.21 “EMC” means the Edgewood Municipal Code.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 “Finance Director” means the director of the Grantor’s Finance Department or designee.

1.25 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.26 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.27 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.28 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.29 “Grantor” means the City of Edgewood, Washington.

1.30 “Grantor Council” means the Edgewood City Council, or its successor, the governing body of the City of Edgewood Washington.

1.31 “Gross Revenues” means, and shall be construed broadly, to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles (“GAAP”). Gross Revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are

provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast EffectTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion that is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;

- any taxes and/or fees on services furnished by Grantee imposed by an municipality, State, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (hereinafter “EG”) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services that includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State, or local law. The allocations shall be done for each bundled package separately, and updated and revised within sixty (60) days, each time an element within the package has its rate card changed, including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this subsection 1.31 in order to meet the standards required by governing accounting principles, as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”), and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP, as promulgated and defined by the FASB, EITF, and/or the SEC. Notwithstanding the foregoing, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF, and/or the SEC.

1.32 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks that are part of the Cable System, and all other related equipment and facilities.

1.33 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.34 “Mayor” means the chief administrative officer of the City of Edgewood or designee.

1.35 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.36 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program, or per-event basis.

1.37 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding Persons residing in such Multiple Dwelling Units to the extent Cable Services are billed on a bulk-billing basis.

1.38 “Right(s)-of-Way” means land acquired or dedicated for public roads and streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, but does not include:

- (a) State highways where the Grantor does not have authority to grant permits related to Cable Systems;

- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;

- (c) Structures, including poles and conduits, located within the right-of-way;

- (d) Federally granted trust lands or forest board trust lands;

- (e) Lands owned or managed by the state parks and recreation commission; or

- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

“Right(s)-of-Way” also includes easements dedicated for compatible use and consistent with Section 621 of the Cable Act.

1.39 “State” means the State of Washington.

1.40 “Subscriber” means any Person who or which has entered into an agreement to receive Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who has not been disconnected for failure to adhere to Grantee's regular and non-discriminatory terms and conditions for receipt of service.

1.41 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.42 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way consistent with the requirements of 47 U.S.C. § 541(a)(2), within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the generally applicable ordinances and regulations enacted by the Grantor Council pursuant thereto, portions of which may be codified in the EMC. To the extent there is any conflict between this Franchise and any provision of the Grantor’s Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor’s right to exercise its police power under subsection 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) If allowed under Applicable Law, this Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions, for use of the Rights-of-Way should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee’s non-Cable Service operations.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting

and carrying on a business within the Franchise Area that may be required by the ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits and Right-of-Way use permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits, and agreements for placing devices on poles, in conduits, or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area. Provided, however, to the extent any utility poles located in the City of Edgewood are owned by the Grantor, Grantee's specific use of those poles shall be subject a separate pole attachment agreement.

(B) Grantee must follow Grantor's established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or that is installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect on , 2023 (the "Effective Date"), and shall terminate on , 2033,

unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the Grantor to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as it may deem necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If the Grantor grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, following Grantee's request as described in subsection 2.6(B), so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in subsection 2.6(A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or

conditions in the authorization granted in subsection 2.6(A) that are materially different from Grantee's obligations under this Franchise; (2) identifying the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; (3) identifying the Franchise terms and conditions for which Grantee is seeking amendments; and (4) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the Franchise Area, the Grantor may provide ninety (90) days' written notice to Grantee of such fact, and the Grantor and Grantee shall enter into good faith negotiations to determine the original terms, conditions, and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in subsection 2.6(B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred and eighty (180) day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) Notwithstanding anything contained in subsection 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise or similar agreement with the Grantor.

(E) In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the Franchise Area without a Cable Service franchise or other similar lawful authorization granted by the Grantor, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide the text of all proposed Franchise amendments to the Grantor, and (4) identify all material terms or conditions in the applicable state or federal authorization that are substantially more favorable or less burdensome to the competitive entity. The Grantor shall not unreasonably withhold consent to Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise,

and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due or such shorter period if required by Applicable Law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Reserved.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise for a period of time in accordance with state law (the "audit period"). Pursuant to subsection 1.31, as part of the Franchise Fee audit/review, the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for the Grantor's subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers), and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the actual cost of the audit/review, such cost not to exceed seven thousand five hundred dollars (\$7,500.00) for each year of the audit period.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the then current maximum rate set forth in RCW 19.52.020, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the then current maximum rate set forth in RCW 19.52.020, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect

an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor, by resolution of Grantor Council, to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days' prior written notice from the Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations regarding customer service standards and build out obligations shall not be offset against Franchise fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The Grantor likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the Grantor advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. Grantor's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the Grantor.

3.12 Tax Liability

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes, or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, signed by a

representative of Grantee under penalty of perjury under the laws of the State of Washington, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee, or any other manner authorized by Applicable Law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, marital, military or economic status, physical or mental disability, or, where consistent with any requirement of federal or State law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Grantor to invoke any relevant remedy in accordance with subsection 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, or such other time as the Parties may agree, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Grantor Council for its approval. If so approved by the Grantor Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee to impose other assessments, charges, fees, or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule, or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber.

4.10 Force Majeure

In the event either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control and beyond the foresight of such party, the delayed party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation. Those conditions that are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics and epidemics, and severe or unusual weather conditions, all of which have a direct and substantial impact on the party's ability to perform its commitments under this Franchise and were not caused and could not have been avoided by the party, who used its best efforts in its operations to avoid such results.

If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party claiming a force majeure condition has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, boards, commissions, agents, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be

obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct. The provisions of this section shall survive the expiration or termination of this Franchise.

(B) RCW 4.24.115. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Franchise.

(C) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Grantor resulting from, Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by Grantor.

(D) Additional Circumstances. Grantee shall also indemnify, defend, and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way resulting from:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(E) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses, or other costs the Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(G) is required. In that event, the provisions of Paragraph 5.1(G) shall govern Grantee's responsibility for Grantor's attorneys' fees, expenses, or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(F) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(G) Separate Representation. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall select separate counsel that does not have such a conflict to represent Grantor. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts, or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket costs and expenses, such as consultants' fees and court costs, and shall also include the reasonable value of any services rendered by the Grantor's attorney or his/her assistants or any employees of the Grantor or its agents, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to the Grantor by Grantee.

(H) Inspection. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(I) Damage to Grantee Facilities. Notwithstanding any other provisions of this subsection 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the Grantor, and agrees to release and waive any and all such claims against the Grantor except to the extent any such damage or destruction is caused by or arises from the negligence or criminal actions of the Grantor. In no event shall the Grantor be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the Grantor's acts or omissions.

(J) Survival. The indemnification, defense, and hold harmless obligations contained in this subsection 5.1 shall survive the expiration, abandonment, or termination of this Franchise.

(K) Prior Franchises. The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the Grantor against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.2 Insurance

(A) Grantee shall procure and maintain for the duration of the Franchise and as long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way in the coverage amounts described below:

(1) Commercial General Liability insurance with limits of no less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each

additional insured. Such insurance shall cover liability arising from premises, operations, stop-gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09, or substitute endorsement providing at least as broad coverage.

(2) Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Contractors Pollution Liability insurance written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(5) Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000.00) per occurrence and annual aggregate. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials, and employees as additional insureds.

(B) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;

(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not

contribute to it with respect to liability for which the Grantee is responsible hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(C) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(D) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(E) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

(F) Grantor Full Availability of User Limits. If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Agreement or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

(G) Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall require that the Grantor is an additional insured on the Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 26.

(H) Notice of Cancellation. Grantee shall provide the Grantor with advanced written notice of any policy cancellation within thirty (30) days prior to the date of cancellation.

(I) Failure to Maintain Insurance. Failure on the part of Grantee to maintain insurance as required under this Section 5.2 shall constitute a material breach of this Franchise, upon which, the Grantor may, after giving five (5) business days' notice to Grantee, terminate the Franchise, or at its discretion, to correct the breach, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Grantor on demand.

(J) Other Insurance Provision. Grantee's Commercial Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the

Grantor shall be excess of Grantee's insurance and shall not contribute with it.

(K) Grantee – Self-Insurance. If the Grantee is self-insured or becomes self-insured during the term of the Franchise, Grantee or its affiliated parent entity shall comply with the following:

- (1) provide the Grantor, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available;
- (2) Grantee or its parent company is responsible for all payments within the self-insured retention; and
- (3) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

(L) No Limitation of Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the Grantor's recourse to any remedy available at law or in equity.

5.3 Security

(A) Grantee shall provide a performance bond ("Performance Bond") in the amount of one hundred thousand dollars (\$100,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the Grantor Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. Except as expressly provided in Section 5.3, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

(B) If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000).

(C) If a letter of credit is furnished pursuant to Subsection 5.3(B), the letter of credit shall be then maintained at the same amount until the uncured breach is resolved.

(D) After the giving of notice by the Grantor to Grantee and expiration of any applicable cure period, the letter of credit or Performance Bond may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Liquidated damages assessed against Grantee as provided in this Franchise.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within fifteen (15) business days following receipt of such notice, Grantee shall restore the Performance Bond or letter of credit to the amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the Grantor's recourse to any other remedy available at law or in equity.

(F) Grantee shall have the right to appeal to the Grantor's hearing examiner for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal as of the date of such decision.

(G) If any Performance Bond or letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond or letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in this Section.

5.4 Bonds

Grantee, at its expense, shall further comply with all of the applicable bonding requirements provided for in the Grantor's Code or construction / development standards officially adopted by the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, as amended, and any local standards adopted in accordance with applicable law. Grantee acknowledges the Grantor's ability to enact customer service standards that exceed those enacted by the FCC and the Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's telephone number on its Subscriber bills.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, or its authorized representative shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates that are reasonably necessary to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may, within ten (10) days of a request, require that the Grantor or its designee inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and are not made available in copies to the Grantor or its designee upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration, or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under RCW 42.56, the Public Records Act ("PRA"), to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under the PRA. As a public agency, records and information may be subject to a request submitted under the PRA. If the Grantor receives a request under the PRA to inspect or

copy the information so identified by Grantee and the Grantor determines that release of the information is required by the PRA or otherwise appropriate, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than ten (10) business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify, and hold the Grantor harmless from any claim or judgment.

The Grantor has, and by this Section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the PRA. The Grantor shall not be liable to the Grantee for releasing records. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall make available to the upon thirty (30) days prior written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations, or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) A log of Cable Services added or dropped, Channel changes, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates, and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within ninety (90) days of the Grantor's written request, Grantee shall submit to the

Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

- (A) A Gross Revenue statement,
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);
- (C) The number of homes passed, beginning and ending plant miles, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within sixty (60) days of a written request, Grantee shall submit to the Grantor copies of all regular reports maintained in the ordinary course of business submitted by Grantee or its parent corporation(s), to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System for the previous twelve (12) months, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints, and shall provide such information to Grantor within sixty (60) days of a written request.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Washington news, weather, and information;

- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture, and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather, and information; and,
- (J) Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor. In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming that is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming that is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

It shall be the right of all Subscribers to continue to receive Cable Service from Grantee

insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

8.7 New Technology

(A) If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the Grantor, Grantee shall be allowed by the Grantor to conduct the trial or beta test in the Grantor so long as such a test is technically feasible.

(B) If there is a new technology that in the Grantor's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the Grantor, investigate the feasibility of implementing said technology and report to the Grantor the results of such investigation within ninety (90) days from the date of such request.

8.8 Complimentary Cable Service

The Grantor acknowledges that Grantee currently provides certain complimentary video services to schools, libraries, and municipal buildings, without charge. Grantee will continue to provide this complimentary service, provided that the facilities are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of Grantee's Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations but that these services are not mandated. Grantee agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services. At such time as Grantee elects to discontinue the provision of complimentary services, Grantee agrees that it will do so only after providing Grantor with at least one hundred eighty (180) days' prior written notice. Such notice shall document the proposed offset or service charges so that the Grantor can make an informed decision as to whether to keep the services. Upon written notice from Grantee, the Grantor shall be given the full one hundred eighty (180) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Grantee in the event Grantee elects to discontinue the provision of complimentary service as set forth herein. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review, the Grantor and Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies.

SECTION 9. ACCESS

Grantor agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the Pierce County regional lineup adequately meets the needs of the community. Grantee agrees to continue to carry Pierce County Television (PCTV) in high definition (HD) and standard definition (SD) throughout the term of this Franchise, provided that it remains available.

However, Grantor reserves the right to establish its own Access Channel. Should Grantor wish to do so, it will notify Grantee of its intent to do so and shall give Grantee thirty (30) days' notice. At that time, Grantor and Grantee shall enter into negotiations for appropriate revisions to this franchise to accommodate the provision of a Grantor operated Access Channel.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Joint Trenching/Boring

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

10.3 General Standard & Scheduling

(A) All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables. Grantee must comply with all federal, State, and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) All construction shall be subject to the Grantor's permitting process.

(C) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(F) Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the Grantor with a construction schedule for work in the Rights-of-Way as required by the Grantor's permitting regulations. Further, Grantee shall meet with the Grantor and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the Grantor, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.

(G) Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including but not limited to, the removal of bundles of unused cables.

10.4 Permits Required for Construction

Prior to doing any work in the Right-of-Way, Grantee shall apply for, and obtain, all appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.5 Emergency Permits

In the event that emergency repairs are necessary, Grantee may immediately initiate such emergency repairs, and shall notify Grantor prior, provided such emergency contact information has been provided. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.6 Compliance with Applicable Codes

(A) Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards, as currently enacted, or as may be amended or adopted in the future.

(B) Safety Codes. Grantee shall comply with all federal, State, and Grantor safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by Applicable Law during construction, operation, and repair of its Cable System. By way of

illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

10.7 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.8 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.9 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.10 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations, and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to defend, indemnify, and hold the Grantor harmless against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by or assessed against the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

This subsection shall survive the termination or expiration of this Franchise.

10.11 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in Ch. 19.122 RCW, as amended.

Within forty-eight (48) hours after any Grantor employee, contractor, franchisee, licensee, or permittee notifies Grantee of a proposed Right-of-Way excavation or the need for a design locate, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation or design;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation or design; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation or design.

10.12 Notice to Private Property Owners

Grantee shall give reasonable notice to private property owners of work on or adjacent to private property, consistent with the requirements of the permit authorizing such work.

10.13 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of Grantor or applicable State or federal law, or Grantor project, Grantee's Cable System shall be placed underground at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible but in no case shall Grantee be permitted to install any of its own poles in the Franchise area.

(D) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

10.14 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.15 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.16 Repair and Restoration

(A) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(B) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the Grantor.

(C) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

(D) The Grantor Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way and public places after restoration.

10.17 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this

Franchise.

10.18 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee shall remove the facility. Grantee shall complete such removal in accordance with a schedule set by the Grantor. Until such time as Grantee removes the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.19 Movement of Cable System Facilities For Grantor Purposes

(A) The Grantor shall have the right to require Grantee to, at the Grantor's request, locate (which may include potholing) and survey Grantee's facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this subsection 10.19 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

(B) Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' written notice by the Grantor, or such longer period as the Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor. To provide guidance on this notice process, the Grantor will make reasonable efforts to involve Grantee in the predesign and design phases of any public project. Upon notice both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Following notice by the Grantor, if other users of the Right-of-Way relocate aerial facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor will work collaboratively with Grantee to

identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

(C) If Grantee fails to complete this work within the time prescribed above and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the Grantor, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the Grantor of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.19.

10.20 Movement of Cable System Facilities for Other Entities

If any removal, replacement, modification, or disconnection of the Cable System is required to accommodate the construction, operation, or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.21 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Permittee, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the Permittee, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the Permittee, and the Grantor will not be the administrator of these transactions.

10.22 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained, or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the Grantor or public utility, Grantee shall be solely responsible for the costs associated with relocation, in accordance with State law.

10.23 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way that interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulation of the Grantor regarding tree trimming except in emergencies. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.24 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer, and repair the unsafe condition if Grantee fails to do so, and to charge Grantee for its costs.

10.25 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by the Grantor and associated with Grantee's violation and the Grantor's issuance of the stop work order. Grantee reserves the right to challenge any Grantor determination of Grantee's obligations under this Section.

10.26 Removal of Facilities from Poles

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by Grantor for attachment of Grantee's facilities, and Grantor subsequently abandons the pole, for example

by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within ninety (90) days of notification from Grantor. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the Grantor in writing of the reasons for the additional time and its anticipated schedule, which in no case shall be longer than 180 days.

10.27 Work of Contractors and Subcontractors

Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations, and requirements. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards, other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and be in compliance with Homeland Security requirements or applications. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC) standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least one (1) year, and individual Subscriber complaints from the Franchise Area for a period of at least three (3) years, and make such information available to the Grantor at Grantee’s office upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.6 Additional Tests

Where there exists other evidence that in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze, and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem that precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis that may be required.

11.7 No Income Discrimination

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.8 System Review

The Grantor may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests.

The parties recognize that, as of the Effective Date, the Grantor is not permitted to require the provision of specific Video Programming pursuant to this subsection.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement shall be extended if necessary to comply with any underground construction permitting requirements. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop or sixty (60) foot underground drop connecting to an inside wall for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Grantor; and

(3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU bulk Subscribers, and other lawful exceptions to uniform pricing.

(B) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all Applicable laws.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages imposed under subsection 13.8;

(2) If a material violation, recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to Grantor of the termination date, and upon that date, all rights, duties, and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee

and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the Parties. The Grantor Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Grantor Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or, if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Grantor Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantor or Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Grantor Council may, at its sole discretion, take any lawful action that it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale

of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4 below; or

(3) Upon written request of Grantee, permit the Franchise term to continue pursuant to subsection 14.1(C), or commence the transfer provisions of subsection 14.2(C).

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Grantor at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition or better as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(C) If Grantee fails to complete any removal required by subsection 13.3(B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System in accordance with Sect. 627 of the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after

their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision, and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages of (i) up to five hundred dollars (\$500.00) per day for any general construction delays, (ii) up to two hundred fifty dollars (\$250.00) for failure to provide EG Channels, or (iii) up to three hundred dollars (\$300.00) per day for any other material breaches. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may: operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses, and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless in the case of Force Majeure event or if the Grantor authorizes a longer interruption of service.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement, and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all

obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor Council, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by Applicable Law.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data, including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by, or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court, legislative body or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchise Director

With a copy to:
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204
Attention: Franchising Department

The Grantor's address shall be:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: Mayor

with a copy to:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: City Clerk & City Attorney

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

16.5 Binding Effect

This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 No Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Pierce County Superior Court, Washington, or in the United States District Court for the Western District of Washington in Seattle.

16.11 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

16.12 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the Grantor, this Franchise shall be executed by Grantee by filing with the Grantor Clerk. In addition to filing the executed Franchise, Grantee shall furnish the additional insured endorsements and certificates of insurance

required pursuant to Section 5. The failure of Grantee to file the executed Franchise shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the Grantor.

16.13 Termination of Prior Franchise Grantee and the Grantor agree that this Franchise replaces and supersedes Ordinance No. 11-0355 (the “Prior Franchise”) with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee’s obligations to indemnify or insure the Grantor against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the _____ of _____, Washington this ____ day of _____, 2023.

ATTEST:

CITY OF EDGEWOOD, WASHINGTON:

Rachel Pitzel

City Clerk

Daryl Eiding, Mayor

APPROVED AS TO FORM:

Ann Marie Soto, Edgewood City Attorney

Accepted and approved this _____ day of _____, 2023.

ATTEST:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Public Notary

Name/Title: _____



City Of Edgewood Council Agenda Summary Sheet

Subject: Interagency Agreement with the WA. State Dept. of Commerce for 2024 Comprehensive Plan Periodic Update	Agenda Item #: 2.G
	For Agenda of: 1/16/2024
	Prepared by: Evan Hietpas
Attachments (list): 1. DRAFT Resolution 2. 2024 Scope of Work 3. 2023 Grant Contract-signed	
Approval of Materials: Evan Hietpas Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01/16/2024 - Study Session 01/23/2024 - RCM

Summary Statement:

In 2023 and 2024, Edgewood will be updating its Comprehensive Plan. In other words, Edgewood will be planning for its future. Comprehensive Plans set the goals and policies that serve as the day-to-day guide for City staff and representatives, including City Council and the Mayor. The concept of “growth management” is central to city planning in Washington State. The Growth Management Act (GMA) is a series of state statutes, first adopted in 1990, focused on managing population growth throughout Washington. The Growth Management Act requires cities and counties to update their own Comprehensive Plans to stay current on population growth and other key concerns like housing, transportation, parks and recreation, capital facilities, utilities, land use and zoning, economic development, and the environment. The update process looks closely at these topics to make sure that Edgewood continues to grow in line with the community’s vision.

Through the WA State Department of Commerce, funding is available to support the Periodic Update process. Cities with 3,000 to 49,999 population are eligible for \$125,000. Starting July 1, 2023, counties and cities with a 2025 deadline became eligible to receive the first half of their grant, with the second half coming the following year. The City has already received \$62,500 in June 2023 and is eligible for an additional \$62,500 in June 2024.

Item History:

- July 2022: City of Edgewood awarded grant funds from Commerce
- August 2022- February 2023: finalized Scope of Work and Contract with Commerce
- March 13, 2023: Mayor Eidinger signed Contract for Fiscal Year 2023
- March 14, 2023: Commerce signed contract

- July 2023: City received \$62,500 from Commerce

Recommended Action:

This item is seeking City Council approval to allow the Mayor to execute a contract agreement with the Department of Commerce to receive \$62,500 in grant funding for the 2024 fiscal year (consistent with attached Scope of Work). Hold a discussion and provide staff guidance regarding the Dept. of Commerce's 2024 Periodic Update grant.

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WASHINGTON STATE DEPARTMENT OF COMMERCE GRANT AGREEMENT FOR FY2023 AND FY2024 FOR REVIEWING AND UPDATING THE CITY'S COMPREHENSIVE PLAN AND DEVELOPMENT REGULATIONS UNDER THE GROWTH MANAGEMENT ACT.

WHEREAS, the City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024 to ensure they comply with the state Growth Management Act (Act); and

WHEREAS, the Washington State Department of Commerce has made available grant funding to assist municipalities in completing their update work as required by the GMA; and

WHEREAS, the City applied for such grant funding; and

WHEREAS, the Washington State Department of Commerce has awarded the City a grant in the total amount of one hundred and twenty-five thousand dollars to assist the City in completing its update work regarding its comprehensive plans and development regulations as required by the GMA; and

WHEREAS, such grant funding awarded by the Washington State Department of Commerce is provided in two parts, with half of the funding, or sixty-two thousand and five hundred dollars, available for costs from July 1, 2022 to June 30, 2023, and the other half of the funding, or sixty two thousand and five hundred dollars, available for costs from July 1, 2023 to June 30, 2024; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Interagency Agreement with the Washington State Department of Commerce for GMA Periodic Update Grant, FY2023 and FY2024, Authorized. The City Council authorizes the Mayor to sign the Interagency Agreement with the Washington State Department of Commerce, Contract Number 23-63210-066, in the total amount of \$125,000, and any associated documents, attached and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS XX DAY OF JANUARY 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Edgewood PUG Year 2

(July 1, 2023 – June 30, 2024)

Please review and update the Scope of Work and Budget for Year 2, to reflect your current status and expected deliverables for the next fiscal year. Both Scope of Work and Budget breakdown are from your Commerce Update Grant Application submitted last year. Keep track changes on and send back via email to your Commerce Regional Planner once updated.

Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	<i>Development Regulations Analysis</i>	
Action 1.1	Compare existing regulations and policies to identify necessary updates and revisions.	June 2024
<u>Deliverable 1.1</u>	First Draft of Development Regulations Gap Analysis	June 15, 2024
Task 2	<i>Public Engagement Efforts</i>	
Action 2.1	Public Open House	October 2023
<u>Deliverable 2.1</u>	Memorandum summarizing the purpose of the open house, as well as the materials prepared for and created by the workshop.	June 15, 2024
Action 2.2	Four (4) Public Workshops	June 2024
<u>Deliverable 2.2</u>	Memorandum summarizing the purpose and results of the workshops, as well as any materials prepared for and created.	June 15, 2024
Action 2.3	Three (3) Public Surveys	June 2024
<u>Deliverable 2.3</u>	Memorandum summarizing the purpose and results of the surveys, as well as any materials prepared for and created.	June 15, 2024
Action 2.4	Regular City Public Meetings • City Council • Planning Commission Economic Development Board	May 2024
<u>Deliverable 2.4</u>	Written meeting minutes.	June 15, 2024
Task 3	<i>Draft Comprehensive Plan writing</i>	
Action 3.1	Develop a first draft of Comprehensive Plan update	June 2024

<u>Deliverable 3.1</u>	Comprehensive Plan First Draft	June 15, 2024
Task 4	<i>Environmental Review</i>	
Action 4.1	Complete SEPA Checklist	June 2024
<u>Deliverable 4.1</u>	SEPA Checklist	June 15, 2024
Action 4.2	Noticing to SEPA and Dept. Commerce	June 2024
<u>Deliverable 4.2</u>	Noticing materials and documentation of completion	June 15, 2024

Budget

Year 2 Task/Deliverable	Year 2 Amount
1.1 First Draft of City Development Regulation and Policy Gap Analysis	\$7,000
2.1 Public Open House: Memorandum summarizing the purpose and results of the open house, as well as the materials prepared for and created by the workshop.	\$1,000
2.2 Four (4) Public Workshops: Memorandum summarizing the purpose and results of the workshops, as well as any materials prepared for and created.	\$10,000
2.3 Three (3) Public Surveys: Memorandum summarizing the purpose and results of the surveys, as well as any materials prepared for and created.	\$5,000
2.4 Regular City Public Meetings: Written meeting minutes.	\$2,000
3.1 Comprehensive Plan Housing Element draft	\$9,000
3.2 Comprehensive Plan draft (all other Elements)	\$27,500
4.1 SEPA Checklist	\$500
4.2 Noticing materials and documentation of completion (SEPA and Dept. of Commerce)	\$500
Total Grant (SFY 2024 only)	\$62,500



Interagency Agreement with

City of Edgewood

through

Growth Management Services

**Contract Number:
23-63210-066**

For

GMA Periodic Update Grant – FY2023

Dated: Date of Execution



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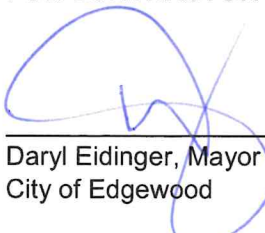
ATTACHMENT B: BUDGET 14



Face Sheet

Contract Number: 23-63210-066

Local Government Division Growth Management Services

1. Contractor City of Edgewood CED Department Planning Division 2224 104th Ave E Edgewood, WA 98372		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Evan Hietpas Senior Planner 253-831-4254 evan@cityofedgewood.org (Preferred)		4. COMMERCE Representative Valerie Smith Deputy Managing Director (360) 725-3062 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$62,500	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2023			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0007706-00	12. UBI # 601-671-344	13. UEI # N/A
14. Contract Purpose Grant funding to assist the city with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). 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 and Attachment B - Budget			
FOR CONTRACTOR  Daryl Eidinger, Mayor City of Edgewood 3-13-2023 Date		FOR COMMERCE DocuSigned by:  80312B04865C458... Mark K. Barkley, Assistant Director Local Government Division 3/14/2023 12:52 PM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



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 sixty-two thousand five hundred dollars (\$62,500), 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 and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. 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 23-63210-066. 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.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

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.).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

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, or member of a risk pool, 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
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "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.
- D. "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.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "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.

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

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

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

Tasks / Actions / Deliverables	Description	End Date
Task 1	<i>Gap Analysis of the City's Planning and Policy Documents</i>	
Action 1.1	Collect Data and Review Current Plans and Policies	June 2023
<u>Deliverable 1.1</u>	Commerce's Periodic Update Checklist for Fully-Planning Cities, Gap Analysis Matrix, and Summary Memorandum including inventory of anticipated policy updates	June 30, 2023
Task 2	<i>Public Engagement Efforts</i>	
Action 2.1	Prepare Public Involvement Plan (PIP)	April 2023
<u>Deliverable 2.1</u>	City of Edgewood Public Involvement Plan	April 28, 2023
Action 2.2	Develop Project Webpage	April 2023
<u>Deliverable 2.2</u>	Project Webpage URL	April 28, 2023
Action 2.3	"Kick-Off" and Visioning Community Workshop	May 2023
<u>Deliverable 2.3</u>	Memorandum summarizing the purpose and results of the workshop, as well as the materials prepared for and created by the workshop.	June 30, 2023
Action 2.4	Public Meetings • Planning Commission • Economic Development Advisory Board • Parks and Recreation Advisory Board • City Council	June 2023
<u>Deliverable 2.4</u>	Meeting agenda packets and written minutes.	June 30, 2023
Task 3	<i>Draft Comprehensive Plan writing</i>	
Action 3.1	Parks, Recreation, Open Space element draft	May 2023
Action 3.2	Capital Facilities element draft	May 2023



Action 3.3	Utilities element draft	May 2023
Action 3.4	Community Character element draft	May 2023
Action 3.5	Natural Environment element draft	May 2023
Action 3.6	Energy element draft (may combine into "Climate Change")	May 2023
Action 3.7	Climate Change element draft	May 2023
Action 3.8	Land Use element draft	May 2023
Action 3.9	Transportation element draft	May 2023
Action 3.10	Housing element draft	May 2023
Action 3.11	Economic Development element draft	May 2023
Action 3.12	Public Participation element draft	May 2023
<u>Deliverable 3.1</u>	Status report of progress on the update work to date.	June 30, 2023



Attachment B: Budget

SFY 2023 Task/Deliverable	SFY 2023 Amount
1.1 Gap Analysis Matrix and Summary Memorandum, and Commerce Periodic Update Checklist.	\$62,500
2.1 City of Edgewood Public Involvement Plan (PIP)	\$0 (City-funded)
2.2 Project Webpage URL	\$0 (City-funded)
2.3 Memorandum summarizing the purpose and results of community workshop, as well as the materials prepared for and created by the workshop.	\$0 (City-funded)
2.4 Public meeting agenda packets and written minutes.	\$0 (City-funded)
3.1 Status report of the progress on the update work to date.	\$0
Total Grant (SFY 2023 only)	\$62,500



City Of Edgewood Council Agenda Summary Sheet

Subject: Meridian Landscape Maintenance Contract Amendment #2	Agenda Item #: 2.H
	For Agenda of: 1/16/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 24-0xxx 2. DRAFT SECOND AMENDMENT - SS Landscaping 3. ExC - bark estimate #5854	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson	Expenditure Required: \$15,384.25 (plus tax) Amount Budgeted: \$100,000 Timeline: 01/16/2024 SS 01/23/2024 RCM

Summary Statement:

The City Council approved Resolution 22-0649 on November 22, 2022, authorizing a three-year agreement for landscape maintenance services with SS Landscaping Services, Inc. ("Contractor"), and Resolution 23-0667 on March 28, 2023 authorizing the first contract amendment for one-time vegetation replacement and installation work. Since the execution of said agreement and amendment, City staff and the Contractor have discussed the need to replenish the planting beds throughout the Meridian corridor and Jovita roundabout with bark mulch to control weeds and other undesirable growth, which require additional work beyond what was estimated in the original monthly payment schedule.

City staff requested an estimate from the Contractor and determined that it is in the best interest of the City to amend the agreement in order to complete the requested work. Attached for the Council's consideration are a draft Resolution and the Second Amendment to the agreement.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Meridian Landscape Maintenance Contract Amendment #2

Fiscal Note/Consideration:

Of the \$100,000 budgeted in 2024, about \$32,000 is allocated to the monthly maintenance contract, leaving \$68,000 for street-related vegetation maintenance. This budget line is also used for dangerous tree removal, our annual roadside spraying program, and other incidental vegetation management expenses.

RESOLUTION NO. 24-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A SECOND
AMENDMENT TO THE AGREEMENT WITH SS
LANDSCAPING SERVICES DATED NOVEMBER 28, 2022**

WHEREAS, the City Council approved Resolution 22-0649 on November 22, 2022, authorizing a three-year agreement for landscape maintenance services (“Agreement”) with SS Landscaping Services (“Contractor”); and

WHEREAS, the City Council approved Resolution 23-0667 on March 28, 2023 authorizing one-time vegetation replacement and installation work (“First Amendment”); and

WHEREAS, since execution of the Agreement and First Amendment, City staff and the Contractor have discussed the need to replenish the planting beds throughout the Meridian corridor and Jovita roundabout (“Work Area”) with bark mulch to control weeds and other undesirable growth, which requires additional work and materials beyond what was included in the original monthly payment schedule; and

WHEREAS, City staff has requested an estimate from the Contractor and determined that, in order to complete the requested work, it is in the best interest of the City to amend the Agreement as set forth in Exhibit A hereto; and

WHEREAS, City Council discussed this item at the January 16, 2024 study session and January 23, 2024 regular council meeting;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Second Amendment Authorized. The Mayor is hereby authorized to enter into the Second Amendment to Landscape Maintenance Services Agreement between the City of Edgewood and SS Landscaping Services, in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JANUARY, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

Second Amendment to Landscape Maintenance Services Agreement
Between The City of Edgewood and SS Landscaping Services, Inc.

DRAFT

**SECOND AMENDMENT TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD AND
SS LANDSCAPING SERVICES, INC.**

Section I. Date and Parties.

This Second Amendment, effective on the date of the last signature below, amends the Landscape Maintenance Services Agreement by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and SS Landscaping Services, Inc., a Washington State Corporation ("Contractor") dated November 28, 2022, and the First Amendment dated March 28, 2023 (the "Agreement").

Section II. General Recitals.

A. The City and Contractor entered into the Agreement for the purposes of allowing the Contractor to perform the routine landscape maintenance work along the Meridian corridor.

B. Since the Agreement and First Amendment were executed, the City and Contractor have discussed the need to replenish the planting beds throughout the Meridian corridor and Jovita roundabout ("Work Area") with bark mulch to control weeds and other undesirable growth, which require additional work beyond what was estimated in the original monthly payment schedule.

C. City staff requested an estimate from the Contractor and determined that, in order to complete the requested work, it is in the best interest of the City to amend the Agreement as set forth in this Second Amendment.

Section III. Amendments to the Agreement.

A. Section 1. Services by Contractor. Section 1 of the Agreement is hereby amended to read as follows:

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A."

B. Contractor shall also perform the one-time services described in the Scopes of Work attached to this Agreement as Exhibits "B" and "C."

C. The services performed by the Contractor shall not exceed, be changed, or otherwise be modified from the above Scopes of Work without prior written authorization from the City. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

- B. Section 4. Compensation. Section 4 of the original Agreement is hereby amended to read as follows:

OTHER. Compensation for the services described in Exhibit "A" shall be a monthly payment of \$2,355.33, plus all applicable tax, for a total annual amount of \$28,263.92 (plus tax). Compensation for the services described in Exhibit "B" shall be a total amount not to exceed \$30,670.70 (plus tax). Compensation for the services described in Exhibit "C" shall be a total amount not to exceed \$15,400.00 (plus tax).

- C. Exhibit "C". Attached hereto is Exhibit "C", as referred to in this Second Amendment, and hereby incorporated into this Agreement.

Section IV. Other Terms Unchanged. The Second Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement, First Amendment, and Second Amendment, the provisions of this Second Amendment shall control.

DATED: This 28th day of March, 2023.

CITY OF EDGEWOOD

CONTRACTOR

By: _____
Printed Name: Dave Olson
Its: Mayor
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____, 2024

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D
Tacoma, WA 98445
253-535-2922
service@sslandinc.com | www.sslandinc.com



RECIPIENT:

0829-ME City of Edgewood

2224 104th Avenue East
Edgewood, Washington 98372

Estimate #5854	
Sent on	01/03/2024
Please note that invoices paid with a Credit Card will have a 3% convenience fee added.	Yes
Total	\$15,384.25

Product/Service	Description	Qty.
GENERAL CONDITIONS	This line item covers project oversight and incidental items associate with the work being performed. Not all items will apply, cost is calculated accordingly such as: Superintendent, misc. small tools, mobilizations, fuel for equipment, site setup, utilities location, travel time, parking.	1
Mulch - Med. Bark	CY	215

Total	\$15,384.25
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- 1. Blow in 215 yards of medium red bark as shown on highlighted areas on map.
- 2. No traffic Control included in this cost

THIS IS NOT A BILL, PLEASE DO NOT PAY.
WASHINGTON STATE SALES TAX IS NOT INCLUDED IN THIS QUOTE, IT
WILL BE ADDED TO THE FINAL INVOICE.

- GENERAL ASSUMPTIONS, CONDITIONS, AND EXCLUSIONS:
- 1. Unless an item is specifically addressed and discussed in the above "PRODUCT/SERVICE", it should be assumed that it is not included in the scope of work.
 - 2. Clean up and pressure washing limited to scope affected areas.
 - 3. Plant material availability not guaranteed.

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D

Tacoma, WA 98445

253-535-2922

service@sslandinc.com | www.sslandinc.com



Notes Continued...

4. Additional maintenance and protection after specific scope acceptance is not included, unless noted.
5. Warranty limited to one year following substantial completion of specific contracted scope.
6. Deposit required 30 days prior to procurement/manufacturing any site furnishings or long lead items.
7. No traffic control.
8. No permits or fees.
9. TESC or tree protection.
10. Excludes Professional Liability insurance.
11. Insurance limits included are as follows: G/L Insurance \$1M per occurrence/\$2M aggregate, \$1M auto liability, \$5M umbrella and \$2M pollution.
12. Washington State Sales Tax is not included.
13. Payments via credit card are subject to a 3% convenience charge.
14. It should be assumed all labor is at private wage, unless specifically stated otherwise.
15. Herbicide applications are not a permanent vegetation control. Treated areas may need multiple applications. If an herbicide treatment is indicated in this quote, it is for a single application unless noted otherwise.

This quote is valid for the next 30 days, after which values may be subject to change.