



City of Bothell™

BOTHELL CITY COUNCIL
*****VIRTUAL MEETING*****

AGENDA

April 21, 2020

BOTHELL CITY HALL

18415 101st AVE NE

BOTHELL, WA 98011

PUBLIC NOTICE: Pursuant to Governor Inslee's Proclamation 20-28, and in effort to curtail the spread of the COVID-19 virus, City Council Regular Meetings scheduled for April 7 and April 21 will be conducted remotely and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online or listen to it over the telephone, and the Council is providing opportunities for public comment by submitting written comment. Please see the below links to access these options:

- Live Stream – <https://video.ibm.com/channel/Cud5MUx7Rhq>
- BCTV Cable Access Channels 21/26
- Call-in: **+1-510-338-9438 USA Toll / Access code: 625 634 252**
- Submit Written Comments before 3:00 PM (day of meeting) to: Cityclerk@bothellwa.gov

MEMBERS OF THE CITY COUNCIL

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes

Councilmember Davina Duerr

Councilmember James McNeal

Councilmember Tom Agnew

Councilmember Rosemary McAuliffe

Councilmember Mason Thompson

REGULAR SESSION

Call to Order and Roll Call

1. Meeting Agenda Approval

During this item, the City Council may identify agenda items to be continued, withdrawn, or added.

2. Presentations, Reports, & Briefings

A. Public Engagement Opportunities

- None at this time.

B. Proclamations

- None at this time.

- C. Special Presentations
 - None at this time.
- D. Staff Briefings
 - None at this time.
- E. City Manager Reports
 - Update on City's COVID-19 Response.
- F. Council Committee Reports

3. Visitor Comment

In keeping with Governor Jay Inslee's Emergency Proclamation 20-05 and more specifically with Proclamation 20-28 regarding public gatherings and Open Public Meetings, the City will accept visitor comment in writing only. Please submit your comments to cityclerk@bothellwa.gov no later than 3:00 PM the day of this meeting. Your comments will be forwarded to all City Councilmembers and become part of the record.

4. Consent Agenda

All items under this section will be passed with a single motion and vote. These items are of a routine nature. Prior to approval, City Council may request items be withdrawn from the consent agenda for separate discussion. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff recommendation.

- Pgs. 5-16 A. AB # 20-049 - Approval of the Construction Contract for the 2020 Asphalt Patching Project
Recommended Action: Approve the contract with Central Paving for 2020 Asphalt Patching project in the amount of \$243,420.
- Pgs. 17-22 B. AB # 20-050 – Approval of Construction Contract for the 2020 Crack Seal Project
Recommended Action: Approve the contract with Huizenga Enterprises, LLC. for the 2020 Crack Seal project in the amount of \$118,367.60.
- Pgs. 23-70 C. AB # 20-051 – Approval of Contract Supplement No. 1 with KPG for Construction Management Services
Recommended Action: Approve Contract Supplement No. 1 with KPG for construction management support services in the amount of \$350,000.
- Pgs. 71-74 D. AB # 20-052 - Approval of Interlocal Agreement with Snohomish County for COVID-19 Related Supplies
Recommended Action: Approve the Interlocal Agreement with Snohomish County for COVID-19 related supplies.

5. Public Hearings

- None at this time.

6. Ordinances & Resolutions

- None at this time.

7. Contracts and Agreements

- None at this time.

8. Other Items

- None at this time.

9. Study Session/Update/Discussion Items

- None at this time.

10. Executive Session/Closed Session

- None at this time.

Pursuant to the Washington Open Public Meetings Act, Title 42, Chapter 30, Revised Code of Washington, Sec. 42.30.110 (1), Executive Sessions or Closed Sessions may be held, under certain exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

11. Adjourn

CERTIFICATE

I hereby certify that the above agenda was posted on 4/16/2020 by 6:00 P.M., on the official website and bulletin board at Bothell City Hall, 18415 101st Avenue NE, Bothell, WA, 98011, in accordance with RCW 42.30.077, at least 24 hours in advance of the published start time of the meeting.



Laura Hathaway, City Clerk

SPECIAL ACCOMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting.

Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Frontier) (available to Comcast and Frontier Cable customers within Bothell City limits). Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jack Bartman, Senior Capital Project Engineer, Public Works

DATE: April 21, 2020

SUBJECT: Approval of the Construction Contract for the 2020 Asphalt Patching Project

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:	DATE	ACTION
	NOVEMBER 27, 2018	City Council adopted the 2020 Pavement Preservation Program as part of the Adopted 2019-2020 Capital Budget.

As part of the Council adopted 2020 pavement preservation program, staff reviewed City's streets to prioritize and develop this year's Asphalt Patching project. The streets chosen in this year's program were based on traffic volumes and pavement condition to optimize the preservation of the roadway surface and delay the need for a costlier overlay or reconstruction projects.

DISCUSSION: The bid opening was held on March 17, 2020. Seven bids were received and the lowest responsive and responsible bid was \$243,420, submitted by Central Paving. The Engineer's Estimate was \$300,720. These types of contract awards are routine in nature, as pavement preservation is an ongoing area of focus for the City and is critical to the sustainability of City infrastructure. Additionally, it is necessary to address this item due to the impacts this delay would have on other projects. This work is a precursor to slurry seal this summer and the patching needs time to cure prior to slurry seal.

FISCAL IMPACTS: The Adopted 2019-2020 Budget included the 2019-2020 Pavement Preservation Program with a budgeted value of \$5,301,000 which is sufficient to fund this item.

ATTACHMENTS: Att-1. Bid Tabulation
Att-2. Maps of Asphalt Patching Locations

RECOMMENDED ACTION: | Approve the contract with Central Paving for 2020 Asphalt Patching project in the amount of \$243,420



City of Bothell™

**PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROJECT
BIDDING RESULTS
FOR
2020 Asphalt Patching Project**

ENGINEER'S ESTIMATE

Total Cost Estimate: \$ 300,720

Central Paving, LLC

Total \$ 243,420.00

Watson Asphalt Paving Co., Inc.

Total \$ 272,540.00

JB Asphalt

Total \$ 291,040.00

Fidalgo Paving & Construction, LLC

Total \$ 295,600.00

Granite Construction Company

Total \$ 421,300.00

Northwest Asphalt, Inc.

Total \$ 444,420.00

Northshore Paving Inc.

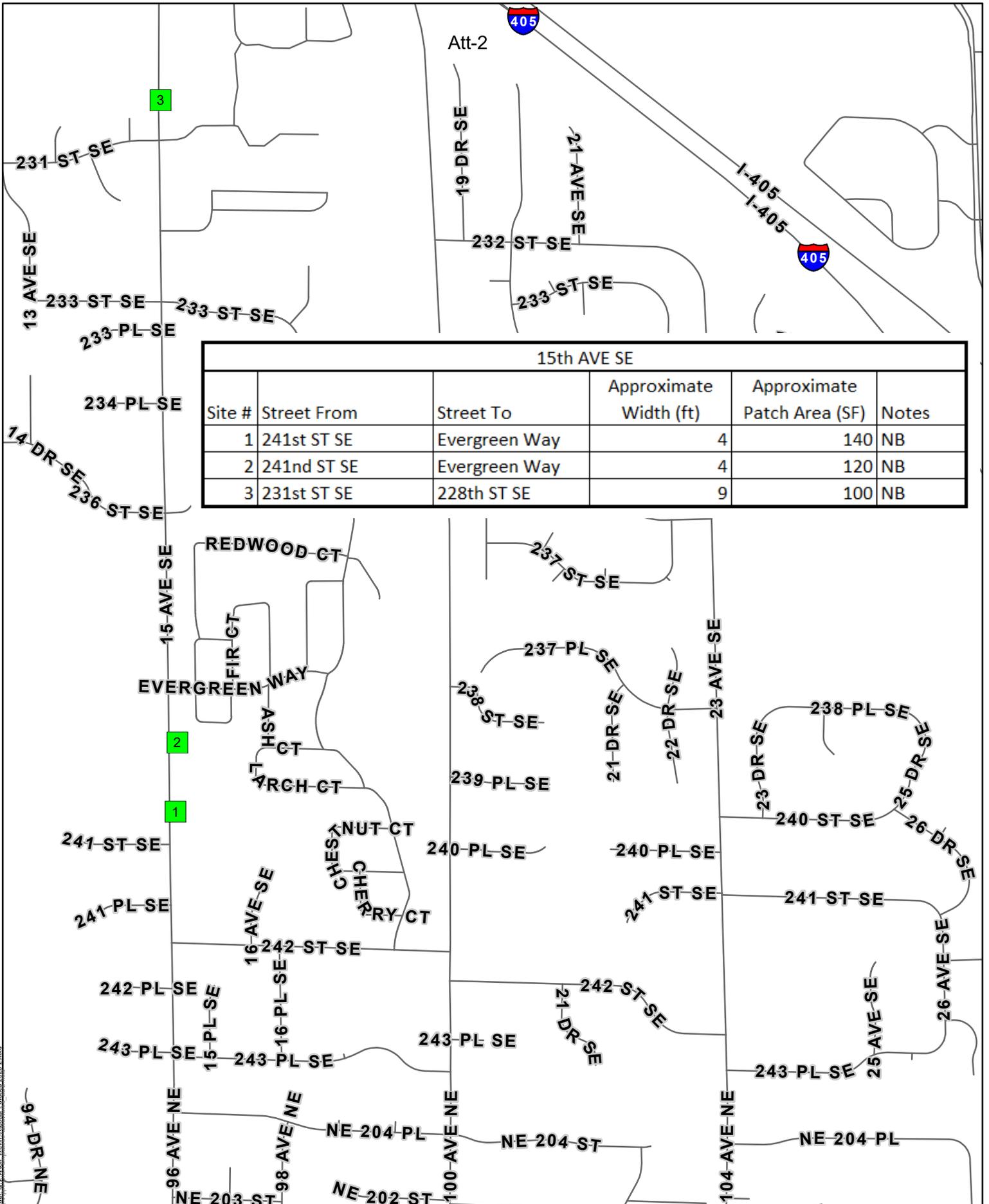
Total \$ 504,403.00

No.	Bid Item Description	Qty.	Unit Meas	Engineer's Cost Estimate		Central Paving, LLC		Watson Asphalt Paving Co., Inc.		JB Asphalt		Fidalgo Paving & Construction, LLC		Granite Construction Company		Northwest Asphalt, Inc.		Northshore Paving Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization (12%)	1	LS	\$32,000.00	\$ 32,000.00	\$ 35,000.00	\$ 35,000.00	\$ 23,400.00	\$ 23,400.00	\$ 45,000.00	\$ 45,000.00	\$ 22,000.00	\$ 22,000.00	\$ 41,000.00	\$ 41,000.00	\$ 27,000.00	\$ 27,000.00	\$ 54,040.00	\$ 54,040.00
2	Project Temporary Traffic Control	1	LS	\$50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,800.00	\$ 30,800.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 55,500.00	\$ 55,500.00	\$ 59,720.00	\$ 59,720.00	\$ 38,723.00	\$ 38,723.00
3	Traffic Control Supervisor	1	LS	\$12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,720.00	\$ 13,720.00
4	Off Duty Uniformed Police Officer	8	HR	\$90.00	\$ 720.00	\$ 115.00	\$ 920.00	\$ 130.00	\$ 1,040.00	\$ 130.00	\$ 1,040.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 120.00	\$ 960.00
5	HMA for Pavement Repair Cl. 1/2 In. PG 58H-22	600	TON	\$185.00	\$ 111,000.00	\$ 175.00	\$ 105,000.00	\$ 235.00	\$ 141,000.00	\$ 180.00	\$ 108,000.00	\$ 285.00	\$ 171,000.00	\$ 400.00	\$ 240,000.00	\$ 320.00	\$ 192,000.00	\$ 388.00	\$ 232,800.00
6	Pavement Repair Excavation Incl. Haul	1800	SY	\$50.00	\$ 90,000.00	\$ 40.00	\$ 72,000.00	\$ 40.00	\$ 72,000.00	\$ 50.00	\$ 90,000.00	\$ 33.00	\$ 59,400.00	\$ 32.00	\$ 57,600.00	\$ 80.00	\$ 144,000.00	\$ 86.00	\$ 154,800.00
7	Erosion / Water Pollution Control	1	LS	\$5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,360.00	\$ 9,360.00
Schedule A Subtotal:					\$ 300,720.00		\$ 243,420.00		\$ 272,540.00		\$ 291,040.00		\$ 295,600.00		\$ 421,300.00		\$ 444,420.00		\$ 504,403.00
Washington State Sales Tax				0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SubTotal Construction Cost Estimate:					\$ 300,720.00		\$ 243,420.00		\$ 272,540.00		\$ 291,040.00		\$ 295,600.00		\$ 421,300.00		\$ 444,420.00		\$ 504,403.00
Total Construction Cost Estimate:					\$ 300,720.00		\$ 243,420.00		\$ 272,540.00		\$ 291,040.00		\$ 295,600.00		\$ 421,300.00		\$ 444,420.00		\$ 504,403.00

Project Engineer: Jack Bartman

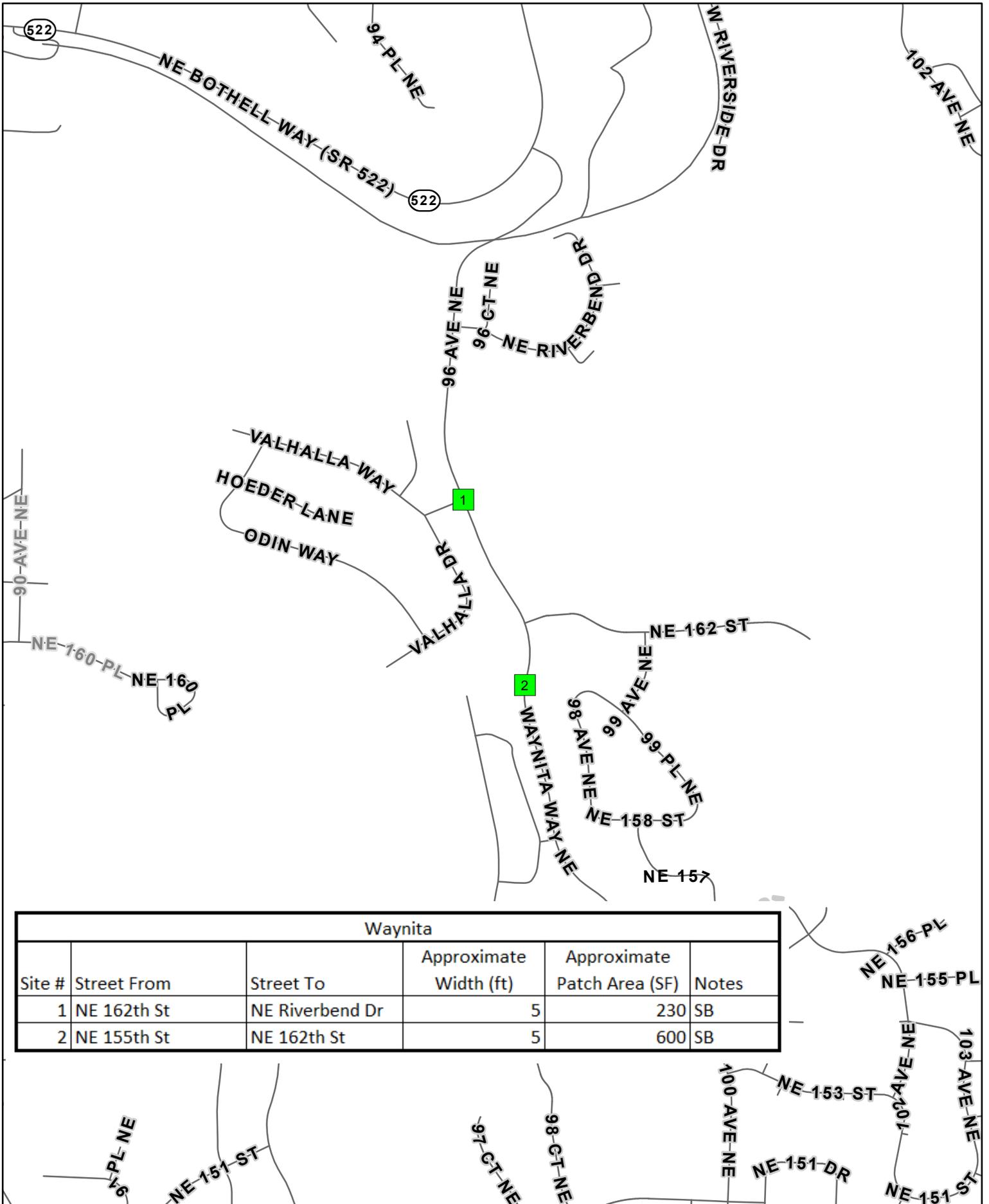
Consulting Engineer:

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**22020 Asphalt Patching Project
Arterial - 15th Ave SE**

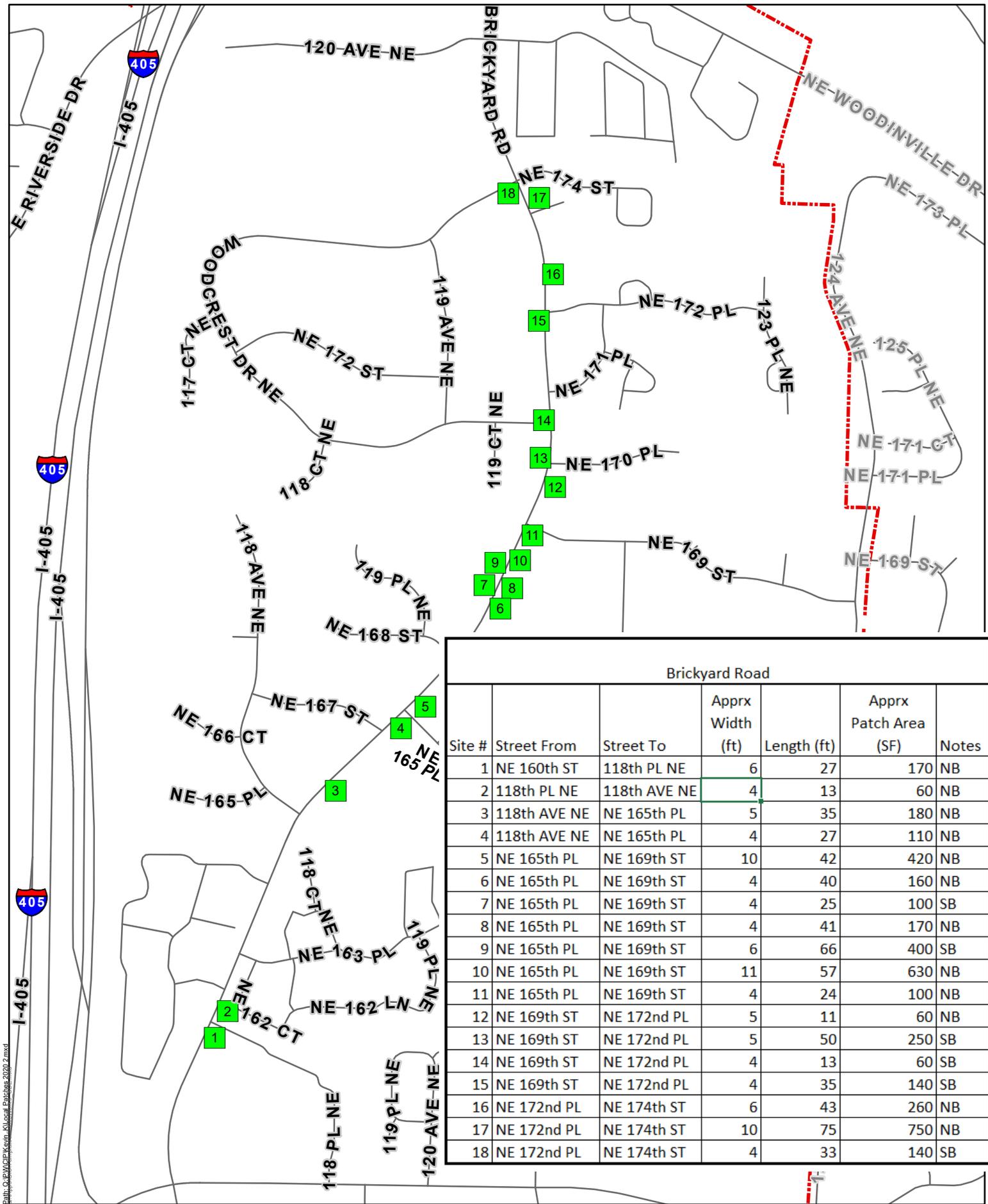
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Waynita					
Site #	Street From	Street To	Approximate Width (ft)	Approximate Patch Area (SF)	Notes
1	NE 162th St	NE Riverbend Dr	5	230	SB
2	NE 155th St	NE 162th St	5	600	SB

**2200 Asphalt Patching Project
Arterial - Waynita Way**

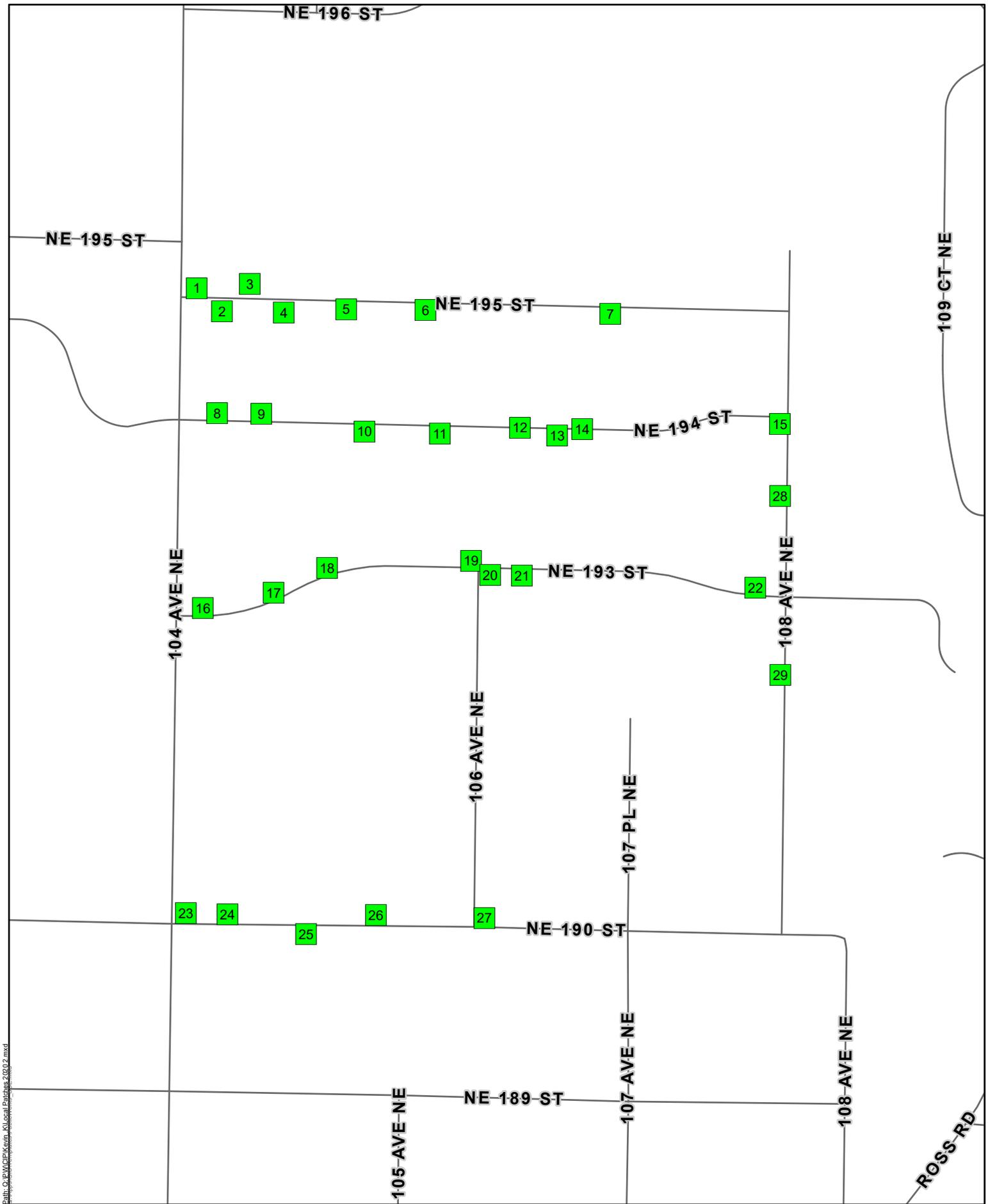




Brickyard Road						
Site #	Street From	Street To	Aprx Width (ft)	Length (ft)	Aprx Patch Area (SF)	Notes
1	NE 160th ST	118th PL NE	6	27	170	NB
2	118th PL NE	118th AVE NE	4	13	60	NB
3	118th AVE NE	NE 165th PL	5	35	180	NB
4	118th AVE NE	NE 165th PL	4	27	110	NB
5	NE 165th PL	NE 169th ST	10	42	420	NB
6	NE 165th PL	NE 169th ST	4	40	160	NB
7	NE 165th PL	NE 169th ST	4	25	100	SB
8	NE 165th PL	NE 169th ST	4	41	170	NB
9	NE 165th PL	NE 169th ST	6	66	400	SB
10	NE 165th PL	NE 169th ST	11	57	630	NB
11	NE 165th PL	NE 169th ST	4	24	100	NB
12	NE 169th ST	NE 172nd PL	5	11	60	NB
13	NE 169th ST	NE 172nd PL	5	50	250	SB
14	NE 169th ST	NE 172nd PL	4	13	60	SB
15	NE 169th ST	NE 172nd PL	4	35	140	SB
16	NE 172nd PL	NE 174th ST	6	43	260	NB
17	NE 172nd PL	NE 174th ST	10	75	750	NB
18	NE 172nd PL	NE 174th ST	4	33	140	SB

**2020 Asphalt Patching Project
Arterial - Brickyard Road**

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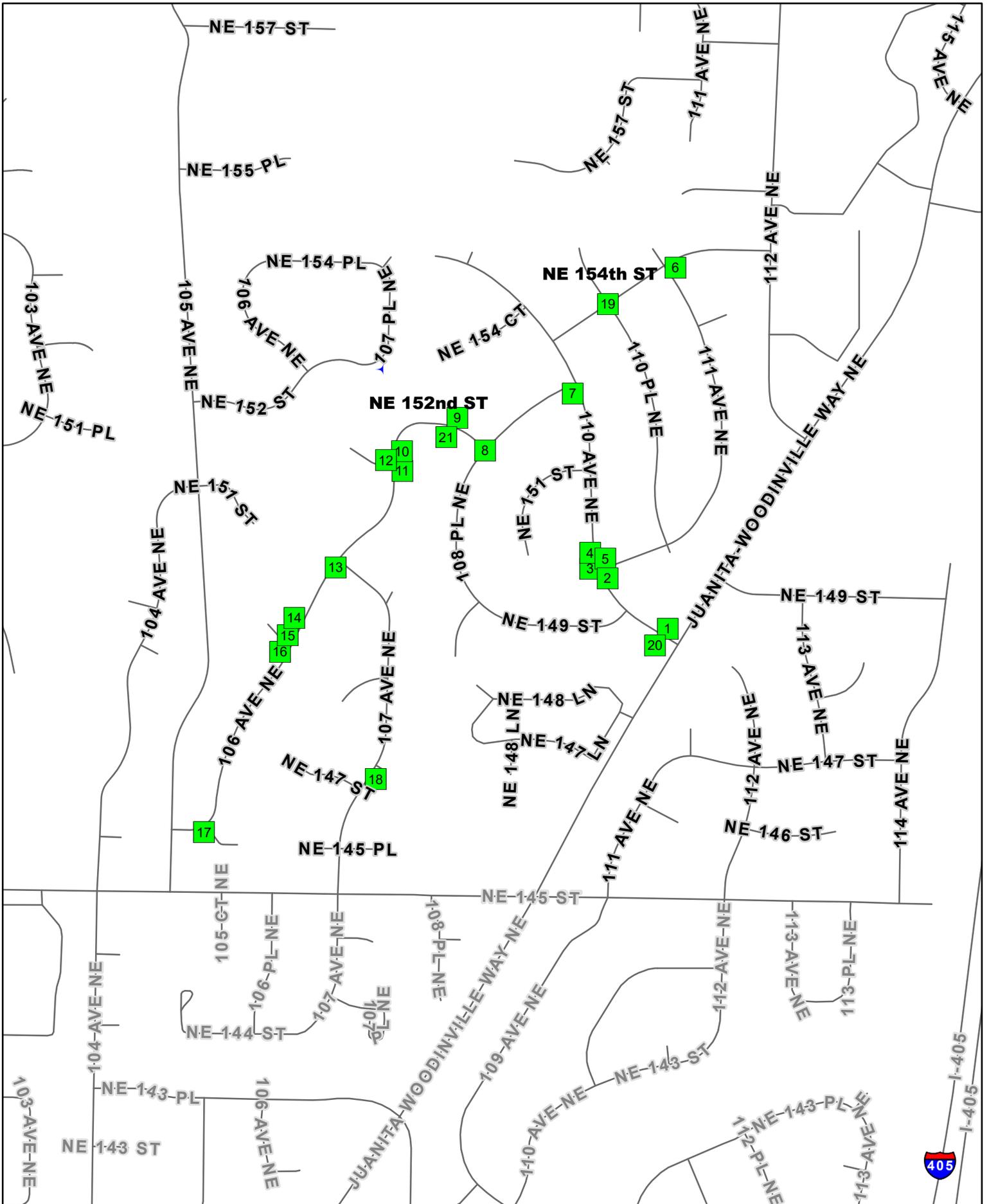


**2020 Asphalt Patching Project
Local Roads - NE 195th to 190th ST Area**

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NE 195th ST					
Site #	Street From	Street To	Apprx Width (ft)	Apprx Patch Area (SF)	Notes
1	104th AVE NE	106th AVE NE	6	140	EB
2	104th AVE NE	106th AVE NE	6	80	EB
3	104th AVE NE	108th AVE NE	6	90	WB
4	104th AVE NE	108th AVE NE	4	180	EB
5	104th AVE NE	108th AVE NE	4	80	WB
6	104th AVE NE	108th AVE NE	4	30	EB
7	104th AVE NE	108th AVE NE	8	130	WB
NE 194th ST					
Site #	Street From	Street To	Apprx Width (ft)	Apprx Patch Area (SF)	Notes
8	104th AVE NE	108th AVE NE	8	100	WB
9	104th AVE NE	108th AVE NE	15	90	WB
10	104th AVE NE	108th AVE NE	4	20	EB
11	104th AVE NE	108th AVE NE	5	60	WB
12	104th AVE NE	108th AVE NE	6	30	WB
13	104th AVE NE	108th AVE NE	9	70	WB
14	104th AVE NE	108th AVE NE	7	50	EB
15	104th AVE NE	108th AVE NE	5	90	EB
NE 193rd ST					
Site #	Street From	Street To	Apprx Width (ft)	Apprx Patch Area (SF)	Notes
16	104th AVE NE	108th AVE NE	5	370	WB
17	104th AVE NE	108th AVE NE	8	70	WB
18	104th AVE NE	108th AVE NE	6	40	WB
19	104th AVE NE	108th AVE NE	6	30	Center
20	104th AVE NE	108th AVE NE	5	40	EB
21	104th AVE NE	108th AVE NE	6	140	EB
22	104th AVE NE	108th AVE NE	6	180	WB
NE 190th ST					
Site #	Street From	Street To	Apprx Width (ft)	Apprx Patch Area (SF)	Notes
23	104th AVE NE	108th AVE NE	11	750	WB
24	104th AVE NE	108th AVE NE	10	240	WB
25	104th AVE NE	108th AVE NE	4	40	EB
26	104th AVE NE	108th AVE NE	4	40	WB
27	104th AVE NE	108th AVE NE	7	90	EB
108th AVE NE					
Site #	Street From	Street To	Apprx Width (ft)	Apprx Patch Area (SF)	Notes
28	NE 195th ST	NE 190th ST	7	230	NB
29	NE 195th ST	NE 190th ST	5	20	SB

**2020 Asphalt Patching Project
Local Roads - NE 195th to 190th ST
Area**



**2020 Asphalt Patching Project
Local Roads - Juanita-Woodinville Way
NE Area**



Site #	Street	Approx Width (ft)	Approx Patch Area (SF)
1	110th AVE NE	8	240
2	110th AVE NE	4	60
3	110th AVE NE	4	50
4	110th AVE NE	4	60
5	110th AVE NE	4	40
6	NE 154th ST	5	50
7	110th AVE NE	18	540
8	NE 152nd ST	4	20
8	NE 152nd ST	4	20
9	NE 152nd ST	20	240
10	NE 152nd ST	4	130
11	106th AVE NE	4	70
12	106th AVE NE	8	120
13	106th AVE NE	25	1700
14	106th AVE NE	5	50
15	106th AVE NE	5	40
16	106th AVE NE	5	230
17	106th AVE NE	4	40
18	106th AVE NE	5	110
19	107th AVE NE	10	100
20	110th AVE NE	20	520

22020 Asphalt Patching Project
Local Roads - Juanita-Woodinville Way
NE Area





City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jack Bartman, Senior Capital Project Engineer, Public Works

DATE: April 21, 2020

SUBJECT: Approval of Construction Contract for the 2020 Crack Seal Project

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:	DATE	ACTION
	NOVEMBER 27, 2018	City Council adopted the 2020 Pavement Preservation Program as part of the Adopted 2019-2020 Capital Budget.

As part of the Council adopted 2020 pavement preservation program, staff reviewed City’s streets to prioritize and develop this year’s crack sealing project. The streets chosen in this year’s program were based on traffic volumes and pavement condition to optimize the preservation of the roadway surface and delay the need for a costlier overlay or reconstruction projects.

DISCUSSION: The bid opening was held on March 17, 2020. Seven bids were received and the lowest responsive and responsible bid was \$118,367.60, submitted by Huizenga Enterprises, LLC. The Engineer’s Estimate was \$333,740. The contractor explained the significantly low bid was due to changes in operations and equipment resulting in an increase in efficiency, and in consideration of the current bidding environment. These types of contract awards are routine in nature, as pavement preservation is an ongoing area of focus for the City and is critical to the sustainability of City infrastructure. Additionally, it is necessary to address this item due to the impacts this delay would have on other projects. This work is a precursor to slurry seal this summer and the crack seal needs time to cure prior to slurry seal.

FISCAL IMPACTS: The Adopted 2019-2020 Budget included the 2019-2020 Pavement Preservation Program with a budgeted value of \$5,301,000 which is sufficient to fund this item.

ATTACHMENTS: | Att-1. Bid Tabulation
Att-2. Maps of Crack Seal Locations

RECOMMENDED ACTION: | Approve the contract with Huizenga Enterprises, LLC. for the 2020 Crack Seal project in the amount of \$118,367.60.

**PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROJECT
BIDDING RESULTS
FOR
2020 Crack Seal Project**

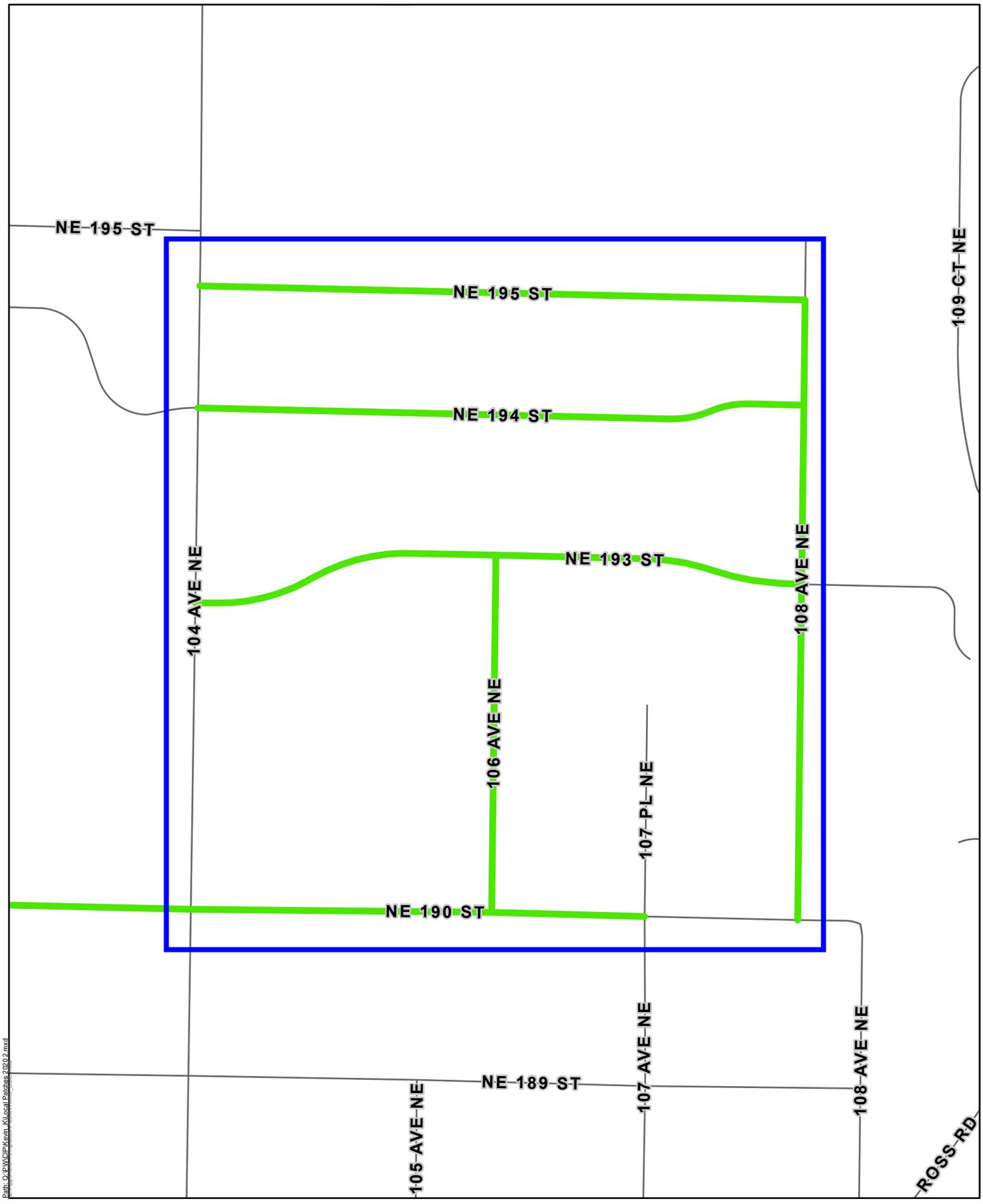


City of Bothell™

ENGINEER'S ESTIMATE				Huizenga Enterprises LLC		Central Paving LLC		Doolittle Construction, LLC		CR Contracting LLC		Pavement Maintenance of Washington LLC		Belarde Company, Inc.			
Total Cost Estimate: \$ 333,740				Total \$ 118,367.60		Total \$ 130,300.00		Total \$ 199,700.00		Total \$ 247,535.00		Total \$ 274,100.00		Total \$ 349,100.00			
No.	Bid Item Description	Qty.	Unit Meas	Engineer's Cost Estimate													
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1	Mobilization (12%)	1	LS	\$36,000.00	\$ 36,000.00	\$ 5,700.00	\$ 5,700.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 24,385.00	\$ 24,385.00	\$ 20,000.00	\$ 20,000.00	\$ 6,910.00	\$ 6,910.00
2	Project Temporary Traffic Control	1	LS	\$40,000.00	\$ 40,000.00	\$ 60,060.00	\$ 60,060.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,400.00	\$ 20,400.00	\$ 80,000.00	\$ 80,000.00	\$ 41,040.00	\$ 41,040.00
3	Traffic Control Supervisor	1	LS	\$10,000.00	\$ 10,000.00	\$ 17,660.00	\$ 17,660.00	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00	\$ 650.00	\$ 650.00	\$ 10,000.00	\$ 10,000.00	\$ 15,750.00	\$ 15,750.00
4	Uniformed Police Officer	16	HR	\$90.00	\$ 1,440.00	\$ 150.00	\$ 2,400.00	\$ 100.00	\$ 1,600.00	\$ 50.00	\$ 800.00	\$ 100.00	\$ 1,600.00	\$ 100.00	\$ 1,600.00	\$ 225.00	\$ 3,600.00
5	Crack Sealing	160000	LF	\$1.50	\$ 240,000.00	\$ 0.17	\$ 27,200.00	\$ 0.42	\$ 67,200.00	\$ 0.49	\$ 78,400.00	\$ 1.25	\$ 200,000.00	\$ 1.00	\$ 160,000.00	\$ 1.75	\$ 280,000.00
6	Erosion/Water Pollution Control (1%)	1	LS	\$6,300.00	\$ 6,300.00	\$ 5,347.60	\$ 5,347.60	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00
Schedule A Subtotal:				\$ 333,740.00	\$ 333,740.00	\$ 118,367.60	\$ 118,367.60	\$ 130,300.00	\$ 130,300.00	\$ 199,700.00	\$ 199,700.00	\$ 247,535.00	\$ 247,535.00	\$ 274,100.00	\$ 274,100.00	\$ 349,100.00	\$ 349,100.00
Washington State Sales Tax				0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SubTotal Construction Cost Estimate:				\$ 333,740.00	\$ 333,740.00	\$ 118,367.60	\$ 118,367.60	\$ 130,300.00	\$ 130,300.00	\$ 199,700.00	\$ 199,700.00	\$ 247,535.00	\$ 247,535.00	\$ 274,100.00	\$ 274,100.00	\$ 349,100.00	\$ 349,100.00
Total Construction Cost Estimate:				\$ 333,740.00	\$ 333,740.00	\$ 118,367.60	\$ 118,367.60	\$ 130,300.00	\$ 130,300.00	\$ 199,700.00	\$ 199,700.00	\$ 247,535.00	\$ 247,535.00	\$ 274,100.00	\$ 274,100.00	\$ 349,100.00	\$ 349,100.00

Project Engineer:	
Consulting Engineer:	

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Legend
 Crack Seal Locations

2020 Crack Seal Project





City of Bothell™

**City Council
Agenda Bill
AB # 20-051**

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Director of Public Works
Khin Gyi, Senior Capital Project Engineer, Public Works

DATE: April 21, 2020

SUBJECT: Approval of Contract Supplement No. 1 with KPG for Construction Management Services

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
NOVEMBER 27, 2018	City Council approved the 2019-2020 Biennial Budget
APRIL 16, 2019	City Council approved KPG on-call contract

The 2019-2020 Biennial Budget identifies approximately \$28.5 million towards construction-related activities for various projects (excluding the SR 522, Stage 3 project), including transportation, storm and surface water management, sanitary sewer, and water improvements.

On April 23, 2019, the City Council approved the original contract with KPG consultant for on-call construction management support services in the amount of \$400,000. To date, a total of six task orders have been issued for public works construction projects totaling an amount of \$342,758 in contract expenditures. Additional funds will be needed to complete the anticipated workload for 2020.

DISCUSSION:

The Capital Division Manager regularly assesses workload levels with the goal of utilizing staff to manage projects and consultants for engineering and administrative support services. This levels the variability in workload rather than hiring and laying off staff. Utilizing consultants for the peaks also reduces needs for additional facilities, supervisors, and internal services.

Based on the remaining projected workload in 2020, it is anticipated that City staff levels will not be sufficient to provide adequate construction management oversight, particularly in the areas of administrative and inspection duties. Furthermore, material testing is not an in-house capability at this time. These types of contract

City Council
Agenda Bill
AB # 20-051

awards are routine in nature, as responsible project oversight is an ongoing area of focus for the City. Additionally, it is necessary to address this item because while many projects have ceased operation in light of the COVID-19 pandemic, there are projects that meet the exceptions of Governor Inslee’s Stay Home Stay Safe order that require oversight, and approving this contract will allow such projects to continue.

FISCAL IMPACTS: The item is included in the Adopted 2019-2020 Budget, the budgeted value of \$28.5M is sufficient to fund this item.

ATTACHMENTS: Att-1. PSA-Supplement with KPG including Scope and Fee

RECOMMENDED ACTION: Approve Contract Supplement No. 1 with KPG for construction management support services in the amount of \$350,000.

**CITY OF BOTHELL
SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BOTHELL
AND
KPG, P.S.**

CONTRACT NO. 1764

1. Parties

This Supplemental Agreement No. 1 for Professional Services (“Supplemental Agreement”) is entered into as of the Effective Date specified below, and supplements that certain Professional Services Agreement, Contract No. 1764, dated 4/23/2019, and the exhibits thereto (“Original Agreement”), between the City of Bothell, a Washington municipal corporation having its principal place of business at 18415 101st Avenue N.E., Bothell, Washington 98011 (“City”), and KPG, P.S., a corporation organized under the laws of the State of Washington, located and doing business at 3131 Elliott Avenue Suite 400 Seattle WA 98121 (“Consultant”).

2. Recitals

2.1 Consultant has provided professional services to City under the Original Agreement related to the On-Call Construction Management Services.

2.2 City desires to modify, delete, and/or add services and/or desires to change the contract amount set forth in the Original Agreement and any prior supplemental agreements.

2.3 Consultant agrees to perform the services specified herein in accordance with the terms and conditions of this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Modifications, Deletions or Additions to Original Terms and Conditions.

3.1 Supplemental Services. In addition to performing the services described in the Original Agreement and any supplemental agreements thereto, Consultant shall perform the services described in the Supplemental Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** (“Supplemental Services”). The Supplemental Services may modify, delete, and/or add services to those previously agreed to by the parties and/or may change the total contract amount.

3.2 Payment. City shall pay Consultant for Supplemental Services rendered based upon the Supplemental Schedule of Charges, which is attached and incorporated by this reference as

EXHIBIT A

Supplemental Scope of Services/Scope of Work

[See Attached]

EXHIBIT A

Scope of Services/ Scope of Work

I. INTRODUCTION

The City of Bothell (City) is responsible for the construction of public works projects. This proposed contract will provide for construction management services when supplemental staff becomes necessary to maintain highest level of quality assurance on projects initiated by the City. These services include construction administration, construction inspection, environment and geotechnical inspection and reviews, and materials testing.

Such services will be authorized via a mutually negotiated Task Order similar to the form attached here in, setting forth scope, budget (to include current Indirect Cost Rate (ICR) and negotiated fee), personnel, and schedule for each Task Order.

Compensation to the Consultant for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates in Schedule B for the actual work performed on the Task Order. All Task Orders incorporate the terms of this AGREEMENT. The authorized total value of all Task Orders issued hereunder shall not exceed the value set forth in Section 3.2 of this AGREEMENT.

The following General Scope of Services is provided for this On-Call Agreement:

II. SCOPE OF SERVICES

Consultants will perform construction management and related services for City projects on an as needed, Task Order basis. Consultants will be required to execute a Task Order which will specify the scope of services, task schedule, and budgeted amount. Each Task Order will become a part of this Contract.

Consultants will be required to provide some or all of the following services for each Task Order.

A. Construction Administration

The Consultant shall provide, upon request, an Office Engineer to be responsible for and experienced with the following, but are not limited to:

Maintain electronic and paper project files according to WSDOT LAG Manual and City Construction Manual; prepare all meeting minutes, and distributing minutes to attendees ; receive, distribute and log all Contractor submittals and correspondence; check inspector daily reports and field note records, and develop monthly pay requests; check and finalize force account sheets, including the determination of force account rates; track and assist in the approval of labor compliance requirements , including sublet requests, wage rate

interviews; and check certified payrolls in accordance with State law and the WSDOT Construction Manual; track materials submittals and approvals on Record of Materials; track material quantities for quality assurance testing; facilitate and ensure the successful outcome of project audits performed State Auditor' s Office.

B. Construction Inspection

The Consultant shall provide, upon request, a Construction Inspector to be responsible for and experienced with the following, but are not limited to:

Inspects and monitors assigned public works construction, transportation and utility projects and project components; verifies conformance to applicable State and local regulations; identifies and documents deficiencies and deviations from quality and safety standards; and project specifications; refers problems and disagreements in interpretation to Project Manager. Reviews plans and specifications of assigned projects to gain familiarity with the projects prior to inspection; performs field inspections and calculations to evaluate and validate the work performed; verifies quality of workmanship, quality of materials used, and conformance to plans, specifications, and applicable codes and regulations; conducts and monitors tests of work site, materials, and work products to assure quality and safety standards are met; coordinates traffic control activities as needed; enforces safety rules and regulations on all work zones and traffic control sites; completes, maintains and collects inspection records and project documentation as required.

Assists contractors with problems and concerns, and responds within scope of authority; communicates project goals and objectives; coordinates communication of project status with PWD Project Manager, City staff, contractors, and other parties. Supports the relationship between the City of Bothell and the constituent population by demonstrating courteous and cooperative behavior when interacting with clients, visitors, and City staff; enthusiastically promotes the City goals and priorities in compliance with all policies and procedures. Maintains absolute confidentiality of work-related issues, client records, and City information; performs related duties as required or assigned.

C. Environmental Mitigation/ Plant Establishment Services

The Consultant shall provide, upon request, professional services to be responsible for and experienced with the following, but are not limited to:

Monitor environmental mitigation sites and landscaped areas; implement, adherence to, and enforcement of State and Federal issued permits, and public works contracts; develop monthly mitigation and plant establishment reports; assist with coordination and negotiation with State and Federal Environmental Regulatory Agencies; attend monthly plant establishment meetings, and making recommendations for the maintenance, care or replacement of plant materials.

D. Materials Testing and Geotechnical Services

The Consultant shall provide, upon request, professional services to be responsible for and experienced with the following, but are not limited to:

Geotechnical engineering assistance; review piling or wall installation procedure submittals; field observation and recording of piling installation; field review and recommendations for slope stability or retaining walls; materials testing services, including providing a testing laboratory and test reports per the requirements of the WSDOT LAG manual for the following types of testing, but may not be limited to: compaction, sieve and proctor analysis, sand equivalent; WSDOT tests for HMA, and concrete; and welds and bar reinforcement.

III. PERSONNEL AND EQUIPMENT REQUIREMENTS

Consultant shall provide the staff necessary to accomplish the services as tasked by the City; provide necessary tools, laptop or tablet, vehicles, safety apparel and other equipment best suited to accomplish the services required by the City.

City shall provide desk space, computer and City email account to office engineers as required for the development or access to City official project files, and project communication purposes.

City shall provide miscellaneous office supplies and copier; and printer to generate project documents in paper format.

IV. TYPICAL DELIVERABLES

- Inspection documentation including, but not limited to, daily diaries, field note records, quantity calculations, field verification of materials, field notes and project photos (MSOffice and paper format)
- Material field observation and test reports
- Technical reports and memorandums
- Project invoices with breakdown related to each task

A specific list of deliverables, with reporting format requirements, will accompany each Task Order if necessary.

CITY OF BOTHELL

CONSTRUCTION MANAGEMENT SERVICES REQUEST

TASK ORDER NO. / REVISION NO.	Organization and Address Attn: Allen Prouty KPG, P.S.	
Original Agreement Number	3131 Elliott Ave., Suite 400 Seattle, WA 98121 (425) 422-5769	
Project Number	Task Est. Start Date	Task Est. End Date
Project Title	Maximum Amount Payable for Task	

The Local Agency of **City of Bothell** requests a specific task associated with the agreement entered into with **KPG** executed on _____ and identified as Agreement No _____. All provisions in the basic agreement remain in effect except as expressly defined by this Task Order.

Section 3.1 SERVICES, is hereby supplemented as follows to define the following Task:

If you concur with this Task Order and agree to the assignment parameters stated above, please sign in the appropriate spaces below and return to the **City of Bothell** for final action.

By: Consultant Project Manager <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">Print Name</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">Signature</p> <p>Date:</p>	By: City of Bothell Project Manager <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">Print Name</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">Signature</p> <p>Date:</p>
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EXHIBIT B

Supplemental Schedule of Charges

[See Attached]

KPG, PS
Summary of Negotiated Costs
Effective January 1, 2020 through December 31, 2020

Classification	Est Direct Salary	Office Overhead	Fee @ 35% of DL	2020 Inclusive Rate (Rounded to \$1)
	Costs (DSC)	@1.2774 Of DSC	of DSC	
Principal	88.10	112.53	30.83	231
Engineering Manager	79.55	101.61	27.84	209
Senior Engineer	69.67	88.99	24.38	183
Sr. Project Engineer	62.94	80.40	22.03	165
Project Engineer	53.00	67.71	18.55	139
Design Engineer	44.45	56.78	15.56	117
Engineering Technician	37.86	48.37	13.25	99
Technician	34.83	44.49	12.19	92
Engineering Assistant	29.06	37.13	10.17	76
Principal Architect	75.72	96.73	26.50	199
Aviation Manager	69.67	88.99	24.38	183
Senior Architect	57.11	72.95	19.99	150
Architecture Technician II	44.45	56.78	15.56	117
Architecture Technician I	37.86	48.37	13.25	99
Survey Manager	79.55	101.61	27.84	209
Survey Crew II (W/Equip)	81.90	104.62	28.67	215
Survey Crew I (W/Equip)	63.11	80.61	22.09	166
Project Surveyor	53.00	67.71	18.55	139
Survey Technician	44.45	56.78	15.56	117
Survey Assistant	29.06	37.13	10.17	76
Urban Design Manager	62.94	80.40	22.03	165
Project Landscape Architect	48.48	61.93	16.97	127
Landscape Technician	34.83	44.49	12.19	92
Senior Transportation Planner	57.11	72.95	19.99	150
Transportation Planner	37.86	48.36	13.25	99
Senior Construction Manager	79.55	101.61	27.84	209
Construction Manager	63.11	80.61	22.09	166
Senior Resident Engineer	53.00	67.71	18.55	139
Resident Engineer	47.31	60.44	16.56	124
Construction Office Engineer	47.31	60.44	16.56	124
Senior Construction Inspector	48.48	61.93	16.97	127
Construction Inspector II	41.90	53.52	14.66	110
Construction Inspector I	34.83	44.49	12.19	92
Construction Technician	29.06	37.13	10.17	76
Document Control Specialist	43.54	55.62	15.24	114
Document Control Admin	29.06	37.13	10.17	76
Construction Assistant	29.06	37.13	10.17	76
CAD Manager	57.11	72.95	19.99	150
Senior CAD Technician	44.45	56.78	15.56	117
CAD Technician	37.86	48.37	13.25	99
Business Manager	57.11	72.95	19.99	150
Senior Admin	43.54	55.62	15.24	114
Office Admin	34.83	44.49	12.19	92
Office Assistant	29.06	37.13	10.17	76
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				



STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective January 1, 2020 - December 31, 2020 and are subject to change without notice.

HWA GeoSciences Inc. is accredited by the American Association of State Highway and Transportation Officials (AASHTO R-18) for Aggregate, Asphalt Mixture, Concrete and Soil. We participate in the sample proficiency program from AMRL for soil classification and compaction, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and CCRL for concrete.

PROFESSIONAL SERVICES

[Request Labor Rate Schedule](#)

EXPENSES

All Outside Expenses

(i.e., *airfare, subsistence, equipment rental, materials, reproduction, etc.*) Cost plus 15%
Drilling & Chemical Laboratory Subcontractors....Cost plus 15%

Mileage (*per mile*) Current IRS Rate
Tests Conducted on Contaminated Soils..... 20% surcharge
All contaminated soils will be returned to client for disposal

Special Sample Prep (including sample remolding, rock crushing, etc.)..... \$80/Hour
All Samples will be disposed of within 30 days of Final Report unless arrangements are made to return to the client.

LABORATORY TESTS

Soil Laboratory Tests

Atterberg Limits

Liquid Limit and Plastic Limit (ASTM D4318)
Three Point \$220.00

California Bearing Ratio (ASTM D1883)
(Requires Moisture/Density Relationship Test)
One Point \$250.00
Three Point \$575.00

Consolidation Test Incremental Loading (ASTM D2435)
9 Loads, 0.125 KSF to 32 KSF, 4 Unloads \$800.00
24 hour loads for Secondary Compression \$1000.00
Each Additional Load \$100.00

Grainsize Analysis
Combined Analysis (ASTM D6913/D7928)..... \$250.00
Passing #200 Sieve (ASTM D1140) \$80.00
Sieve Analysis-Wet (ASTM D6913) \$115.00

Moisture/Density Relationship
Proctor - Cohesive (ASTM D698, D1557) \$280.00
Proctor - Granular (ASTM D698, D1557) \$255.00

Moisture Content w/Description..... \$22.00
One-Dimensional Swell (ASTM D4546) \$700.00
Organic Content Test (ASTM D2974)..... \$70.00

Permeability Tests
Permeability of Granular Soils (ASTM D2434) \$320.00
Falling Head Test (WSDOT 605) \$250.00
Triaxial with Back Pressure (ASTM D5084) \$485.00
(6-in diameter) \$525.00

LABORATORY TESTS (Continued)

Permeability Tests (Con't)	
Estimate of Effective Porosity	\$545.00
Relative Density (ASTM D4253 / D4254)	\$375.00
Shelby Tube Extrusion and Sample Description.....	\$100.00
Soil Resistivity & pH (AASHTO T 288/T 289)	\$140.00
pH Only	\$40.00
Resistivity Only.....	\$110.00
Specific Gravity Test (ASTM D854).....	\$120.00
Strength Testing	
Direct Shear Strength (3 points) (ASTM D3080)	
Intact.....	\$600.00
Remolded.....	\$650.00
Triaxial (c-u) (3 points) (ASTM D4767)	\$1500.00
Triaxial (u-u) (ASTM D2850)	\$230.00
Compressive Strength (ASTM D2166)	\$140.00
Unit Weight	
Percent of Solids Calculation	\$22.00
Porosity (includes specific gravity/unit weight)	\$160.00
Soil in Ring (ASTM D 2937).....	\$50.00
Soil in Shelby Tube (ASTM D 2937)	\$55.00
Visual Soil Classification	\$17.50

Aggregate Quality Tests

Clay Lumps and Friable Particles (ASTM C142)	\$115.00
Degradation Test (WSDOT T 113)	\$300.00
Fracture Face Count (ASTM D5821) (Requires Sieve)	\$55.00
Flat and Elongated (ASTM D 4791) (Requires Sieve)	\$55.00
Bulk Grain Size (ASTM C136)	\$180.00
LA Abrasion (ASTM C131, C535)	\$245.00
Organic Impurities (ASTM C40).....	\$90.00
Percentage of Material Passing #200 Sieve (ASTM C117).	\$80.00
Sand Equivalent (ASTM D2419).....	\$105.00
Specific Gravity Test	
Coarse Aggregate (ASTM C127)	\$115.00
Fine Aggregate (minus #4 mesh) (ASTM C128)	\$125.00
Unit Weight by Dry Rodding (ASTM C 29)	\$75.00
Uncompacted Voids Content of FA (ASTM C1252)	\$145.00

Concrete and Masonry Tests

Compression Testing of Concrete Cores (includes trimming) (ASTM C42, C513)	\$95.00
Compression Testing of Concrete Cylinders (ASTM C39) ..	\$30.00
Compression Testing of Lightweight Concrete Cylinders ..	\$80.00
Concrete Beam Flexural Strength Test (ASTM C 78)	\$90.00

Rush Testing available subject to availability for a 50% additional surcharge. Contact the Lab regarding scope of testing and availability.

STANDARD SCHEDULE OF FEES AND CHARGES (Continued)

All prices are effective January 1, 2020 - December 31, 2020 and are subject to change without notice.

Concrete Cylinder Molds	\$2.50
Concrete Cylinders Sampled and Cured (not tested).....	\$30.00
Density Test	
Concrete Cylinders	\$35.00
Light Weight Concrete Cylinders	\$80.00
End Trimming of Samples (per specimen)	\$20.00
Splitting Tensile Strength Test (ASTM C496)	\$90.00
Shotcrete Panel (cut three cores & compression test) ..	\$350.00

Asphaltic Concrete Tests

Bitumen Content by Ignition	
Ignition only (ASTM D6307)	\$140.00
with Gradation (ASTM D5444, D6307)	\$180.00
Oven Correction Factor (per point)	\$140.00
Bulk Specific Gravity and Density - SSD Method (per specimen) (ASTM D2726)	\$55.00
Bulk Specific Gravity and Density - Wax Method (per specimen) (ASTM D1188)	\$100.00
Marshall Stability & Flow Determination (3 specimens) (ASTM D6927)	\$500.00
Percent Air Voids in Compacted or Open Bituminous Mixtures (ASTM D3203)	\$150.00
Rice Density (ASTM D2041)	\$140.00

EQUIPMENT CHARGES

Labor will be charged in addition to equipment charges

Air Filters for Development (per day)	\$50.00
BK Development Pump/Surge Block (per day)	\$20.00
Bolt Tension Calibrator (per day)	\$50.00
Carbon Filter (per day)	\$50.00
Cellular Concrete (4 cylinders)	\$30.00
Coating Thickness Gauges (per day)	\$25.00
Combustible Gas Tech Meter (GT 302 / 3220)	
Per day	\$100.00
Per week	\$300.00
Coring Equipment Charge	<i>Request Schedule</i>
Data Logger and Transducers	
Upt to a year	\$500.00
Dissolved Oxygen Meter	
Per day	\$95.00
Per week	\$300.00
Falling Weight Deflectometer (Per Hour).....	\$250.00
Double Ring Infiltrometer	\$50.00
Dropweight Cone Penetrometer (per day)	\$75.00

Flow Monitoring Set	
Per day	\$105.00
Per week	\$400.00
Geomembrane Tensiometer (per day)	\$100.00
Grundfos Redi Flow II Pump and Generator	
Per day	\$100.00
Per week	\$300.00
Inclinometer...\$50.00 (hourly rental) or up to \$200.00 (per day)	
Infiltration/Falling Head Meters (per day, per set up) ...	\$25.00
Landfill Gas Monitoring Equipment (GEM 500)	
Per day	\$95.00
Per week	\$300.00
Level and Stadia Set	\$25.00
Nuclear Density Gauge (per day)	\$40.00
Per month	\$400.00
Thin Lift Gauge (per day).....	\$60.00
Per month.....	\$600.00
Peristaltic Sampling Pump	
Per day	\$50.00
Per week	\$90.00
pH-Conductivity Temperature Meter	
Per day	\$40.00
Per week	\$100.00
Photoionization Detector (Mini Rae / HNU / Microtip)	
Per day	\$100.00
Per week	\$300.00
QED Bladder Pump Controller	
Per day	\$50.00
Per week	\$90.00
Safety Equipment	
Level D (solovex gloves, disposable suit)	\$25.00
Level C2 (above plus respirator)	\$50.00
Level C1 (above plus chemical suit)	\$95.00
Level B (above plus SCBA)	\$300.00
Sensidyne Monitoring Equipment (<i>does not include tubes</i>)	\$15.00
Sediment Coring or Soil Sampling Kit	
(<i>does not include shelby tubes</i>) (per day)	\$50.00
Traffic Control Signs & Cones (per day).....	\$75.00
Torque Wrench (per day)	\$25.00
Turbidity Meter (per day)	\$40.00
Turbidity Meter (per week)	\$150.00
UT Thickness Gauge (per day)	\$50.00
Well Probe (per day).....	\$15.00
Well Probe (per week)	\$50.00

For additional information:
Please contact 425.774.0106
www.hwageo.com

Sandy Brodahl, PE, for Geotechnical Services
(Ext 251, sbrodahl@hwageo.com)

Nicole Kapise, for GeoEnvironmental & Hydrogeology Services
(Ext 254, nkapise@hwageo.com)

Steve Wright for Laboratory Services
(Ext 240, swright@hwageo.com)

HWA GEOSCIENCES INC.

2020 HOURLY AND BILLING RATES

EMPLOYEE	TITLE	HOURLY RATE	Overhead 1.7544	Fixed Fee 28.00%	Billing Rate
Sa Hong	Principal IX	\$91.50 *	\$160.53	\$25.62	\$277.65
Ralph Boirum	Principal IX	\$91.50 *	\$160.53	\$25.62	\$277.65
Arnie Sugar	Principal IX	\$82.00	\$143.86	\$22.96	\$248.82
Steve Greene	Geologist VIII	\$70.00	\$122.81	\$19.60	\$212.41
Jolyn Gillie	Geotechnical Engineer VII	\$72.00	\$126.32	\$20.16	\$218.48
Donald Huling	Geotechnical Engineer VII	\$72.00	\$126.32	\$20.16	\$218.48
Bryan Hawkins	Geotechnical Engineer VII	\$70.00	\$122.81	\$19.60	\$212.41
Michael Place	Geotechnical Engineer VI	\$66.00	\$115.79	\$18.48	\$200.27
Sandybell Brodahl	Geotechnical Engineer V	\$55.00	\$96.49	\$15.40	\$166.89
Dila Saidin	Geotechnical Engineer V	\$51.00	\$89.47	\$14.28	\$154.75
Zakeyo Ngoma	Geotechnical Engineer V	\$47.00	\$82.46	\$13.16	\$142.62
Ali Sirjani	Geotechnical Engineer III	\$44.00	\$77.19	\$12.32	\$133.51
Sean Schlitt	Geotechnical Engineer III	\$43.00	\$75.44	\$12.04	\$130.48
Sara Khandaker	Geotechnical Engineer II	\$38.00	\$66.67	\$10.64	\$115.31
Shane Miller	Geotechnical Engineer II	\$38.00	\$66.67	\$10.64	\$115.31
Amanda Ong	Geotechnical Engineer I	\$35.50	\$62.28	\$9.94	\$107.72
Lucas Cressler	Geotechnical Engineer I	\$32.69	\$57.35	\$9.15	\$99.19
Ahmed Mahmood	Geotechnical Engineer I	\$31.73	\$55.67	\$8.88	\$96.28
Norm Nielsen	Hydrogeologist VI	\$40.00	\$70.18	\$11.20	\$121.38
Brad Thurber	Geologist VI	\$42.00	\$73.68	\$11.76	\$127.44
Nicole Kapise	Geologist V	\$40.00	\$70.18	\$11.20	\$121.38
Bret Salazar	Geologist V	\$40.00	\$70.18	\$11.20	\$121.38
Seth Pemble	Geologist III	\$34.00	\$59.65	\$9.52	\$103.17
Greg Krankurs	Geologist III	\$34.00	\$59.65	\$9.52	\$103.17
Austin York	Geologist II	\$27.00	\$47.37	\$7.56	\$81.93
Mary Alice Benson	Geologist II	\$25.00	\$43.86	\$7.00	\$75.86
Vincent Oskierko	Geologist II	\$30.00	\$52.63	\$8.40	\$91.03
Richard Mueller	Geologist I	\$24.50	\$42.98	\$6.86	\$74.34
Ryan Winchell	Geologist I	\$24.50	\$42.98	\$6.86	\$74.34
Isaac Wiken	Geologist I	\$22.75	\$39.91	\$6.37	\$69.03
Charlie Parks	Geologist I	\$22.00	\$38.60	\$6.16	\$66.76
Brian Menz	CAD	\$38.00	\$66.67	\$10.64	\$115.31
Catherine Fry	CAD	\$28.00	\$49.12	\$7.84	\$84.96
Vasilij Babko	Contracts Administrator	\$37.00	\$64.91	\$10.36	\$112.27
Christiana Fisk	Administrative Support	\$25.00	\$43.86	\$7.00	\$75.86
Anna Ataman	Administrative Support	\$21.00	\$36.84	\$5.88	\$63.72
Steve Wright	Lab/Field Technician IV	\$42.00	\$73.68	\$11.76	\$127.44
Daniel Walton	Lab/Field Technician III	\$32.00	\$56.14	\$8.96	\$97.10
Mark Peterson	Lab/Field Technician III	\$32.69	\$57.35	\$9.15	\$99.19
Greg Barker	Lab/Field Technician II	\$22.00	\$38.60	\$6.16	\$66.76
Jonathan Pruiett	Lab/Field Technician II	\$23.00	\$40.35	\$6.44	\$69.79
Kristin Nolan	Lab/Field Technician II	\$23.00	\$40.35	\$6.44	\$69.79
Noel White	Lab/Field Technician II	\$21.00	\$36.84	\$5.88	\$63.72
David MacKay	Lab/Field Technician I	\$20.00	\$35.09	\$5.60	\$60.69

Notes: * Represents Capped Billing Rate

DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured KPG PS dba KPG, Inc.	Policy Number AEC-9033961-02
Effective Date of This Endorsement 01/01/2020	Authorized Representative

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Amendatory Endorsement - Washington

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII. Conditions is amended as follows:

1. H. Notice of Cancellation and Nonrenewal is deleted and replaced with the following:

H. **Notice of Cancellation and Nonrenewal**

This Policy may be canceled by the Named **Insured** identified in the Declarations, by notifying us or our authorized representative in one of the following ways:

1. surrender of the Policy;
2. written notice by mail, fax or email; or
3. verbal notice.

Upon receipt of such notice, we will cancel this Policy effective on the later of:

1. the date on which notice is received or the Policy is surrendered, or
2. the date of cancellation requested by the **Insured**.

We will not cancel this Policy except for nonpayment of premium, fraud or material misrepresentation in procuring this insurance or in relation to any **Claim**, or changes in law affecting this Policy. If we cancel this Policy, we will mail or deliver written notice of cancellation to the first Named **Insured**, as well as any other **Insured**, person or entity endorsed onto the Policy as having an interest in any **Claim** or **Circumstance**. The notice will include the reason for cancellation. We will provide you at least ten (10) days-notice before the effective date of cancellation if we cancel for nonpayment of premium. If we cancel for any other reason, we will provide at least sixty (60) days-notice before the effective date of cancellation.

If this Policy is canceled, we will send the first Named **Insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give the first Named **Insured** and any other **Insured** endorsed onto the Policy written notice sixty (60) days prior to the expiration of this Policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

2. J. Subrogation is deleted and replaced with the following:

J. **Subrogation**

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization. You must do everything reasonably necessary to secure such rights and must do nothing after a **Claim** is made to jeopardize them. We hereby waive our subrogation rights against a client of yours to the extent that you had, prior to a **Claim** or **Circumstance**, entered into a written agreement to waive such rights. Any recovery shall first be paid to you to the extent of any **Damages** or **Claim Expenses** paid by you and the balance shall be paid to us. We will be entitled to recovery only after you have been fully compensated for the loss sustained, including your deductible. Our right of subrogation will not exceed the amount of our payment for **Damages** or **Claim Expenses**.

3. K. First Named Insured as Sole Agent is deleted and replaced with the following:

K. **First Named Insured as Sole Agent**

The first Named **Insured** in Item 1 of the Declarations will be the sole agent and will act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsements, notices or provisions of this Policy, giving notice of cancellation to us or our authorized representative, the payment of any deductibles, and to exercise the rights provided in Section Q Extended Reporting Period Option.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured KPG PS dba KPG, Inc.	Policy Number AEC-9033961-02
Effective Date of This Endorsement 01/01/2020	Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 04 01 20

POLICY NUMBER BA-9M680558-20-GRP

** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

NOTICE OF CANCELLATION

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED
UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY
SCHEDULE

CANCELLATION: NUMBER OF DAYS NOTICE OF CANCELLATION: 30
PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS
POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE,
INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE
DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION
OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE
THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN
THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN
SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. IF WE CANCEL THIS POLICY FOR ANY STATUTORILY PERMITTED
REASON OTHER THAN NONPAYMENT OF PREMIUM WE
WILL MAIL NOTICE OF CANCELLATION TO THE PERSON OR
ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL
MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE
ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR
CANCELLATION IN THE SCHEDULE ABOVE BEFORE THE
EFFECTIVE DATE OF CANCELLATION.

B. IF WE DECIDE TO NOT RENEW THIS POLICY FOR ANY
STATUTORILY PERMITTED REASON, AND A NUMBER OF DAYS
IS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE, WE
WILL MAIL NOTICE OF THE NONRENEWAL TO THE PERSON OR
ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL
MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE
ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR
NONRENEWAL IN THE SCHEDULE ABOVE BEFORE
THE EXPIRATION DATE.

EFFECTIVE DATE 01-01-20 EXPIRATION DATE 01-01-21
PAGE 0001 DATE OF ISSUE 12-31-19

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 8,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

- 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
 2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF;
- IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 680-9M677855-20-47

ISSUE DATE: 12/31/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361

This endorsement modifies insurance provided under the following:

BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG2037

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Bruce Kroon, Fire Chief (Presenter)

DATE: April 21, 2020

SUBJECT: Approval of Interlocal Agreement with Snohomish County for COVID-19 Related Supplies

POLICY CONSIDERATION: This item asks the City Council to consider if the City should enter into an interlocal agreement to purchase supplies in bulk to respond to the COVID-19 pandemic.

If approved, it has the potential to positively impact our staff and community members by reducing the risk of transferring COVID-19 through use of personal protective equipment.

HISTORY:	DATE	ACTION
	MARCH 5, 2020	Mayor Olsen signs emergency proclamation related to the COVID-19 pandemic.

DISCUSSION: The logistics team within the Emergency Communication Center (ECC) has been working diligently to secure personal protective equipment (PPE). Because of the high demand for these supplies, the City believe it is prudent to partner with Snohomish County to be able to purchase PPE supplies in greater quantities in increase our chances of securing adequate supplies.

FISCAL IMPACTS: This item has no fiscal impact. The City’s response to COVID-19 is unbudgeted. Staff will evaluate the need for a budget amendment once the state of emergency subsides.

ATTACHMENTS: Att-1. Proposed Interlocal Agreement

RECOMMENDED ACTION: | Approve the interlocal agreement with Snohomish County for COVID-19 related supplies.

Purchasing Agreement

This Agreement is made by and between _____ (Entity), and SNOHOMISH COUNTY, (a public agency of the State of Washington).

WHEREAS, each of the Parties desires to streamline their emergency orders through the Snohomish County Department of Emergency Management's Emergency Coordination Center (ECC) when it is in their individual interest;

NOW, THEREFORE, the Parties agree as follows:

1. ECC shall purchase goods for use in response to the COVID-19 pandemic ("Purchased Goods").
2. ECC assumes that federal or state funds may be available to reimburse the ECC for some or all of the Purchased Goods. ECC shall inform Entity of the number of Purchased Goods available for Entity request (the "Allocation").
3. Entity may request up to Allocation of Purchased Goods from ECC. ECC shall provide requested Purchased Goods to Entity.
4. Entity agrees that to the extent that ECC is not reimbursed for Purchased Goods with federal or state funds, ECC will calculate the cost to ECC of Purchased Goods received by Entity. Entity shall reimburse ECC for the cost of Purchased Goods received by Entity by December 31, 2020.
5. This Agreement creates no obligation on behalf of the Entity to request Purchased Goods.
6. Each party will indemnify and hold the other party harmless as to any claim arising out of its negligence in the use of this Agreement.
7. No separate legal or administrative entity is intended to be created pursuant to this Agreement.
8. This Agreement will become effective upon execution by the parties.
9. This Agreement shall continue in force until terminated by 10 days written notice by either party, or by December 31, 2020, whichever comes first.
10. This Agreement constitutes the entire Agreement between the parties as to its subject matter.

SNOHOMISH COUNTY

AGENCY: _____

By: _____

By: _____

TITLE: _____

DATED: _____

DATED: _____

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