

## CONTRACT FOR SERVICES

This contract is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and Columbia Willamette Clean Cities Coalition, (hereinafter referred to as "the Contractor"), PO Box 721, Tualatin, OR 97062

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to utilize the services of the Contractor to operate the Western Washington Clean Cities Coalition for the Agency; and

**WHEREAS**, the Agency has hosted and operated the Western Washington Clean Cities Coalition ("the Coalition") under a contract with the United States Department of Energy (US DOE) since 2008; and

**WHEREAS**, the US DOE has awarded the Agency a contract (No. DE-EE0007402) to host the Western Washington Clean Cities Coalition for the term February 1, 2020, through January 31, 2021; and

**WHEREAS**, the Agency desires Contractor to perform services required by contract DE-EE0007402 for the Agency; and

**WHEREAS**, the Contractor is a 501c(3) corporation; and

**WHEREAS**, the Contractor has operated a Clean Cities Coalition serving Western Oregon and Southwestern Washington under contract with the US DOE since 1994; and

**WHEREAS**, the Contractor represents and warrants that it is available, experienced, and qualified to perform said services; and

**NOW, THEREFORE**, the Agency and the Contractor mutually agree as follows:

1. **Contractor Responsibilities**

- A. Background.** Clean Cities Coalitions are expected to engage in activities that support the goals and objectives of the National Clean Cities program. The objective is for Clean Cities Coalitions to provide technical assistance and outreach, participate in program meetings, and to track and report critical program and performance metrics. The work under this Contract is to be performed pursuant to DOE Contract No. DE-EE0007402, which is incorporated herein by reference as Appendix A.

The Contractor will provide technical assistance and targeted outreach, within the Coalition's territory, to raise awareness and foster a greater understanding of alternative fuels (as defined by the Federal Energy Policy Act of 1992, as amended by the Energy Policy Act of 2005 and further augmented by the Energy Independence and Security Act of 2007) and of advanced vehicle technologies in order to increase the market and decrease petroleum dependence. Additionally, the Contractor will track, validate, analyze, and report critical information and performance metrics necessary to gauge consumer acceptance and track the growth/adoption of petroleum reduction technologies and practices in the marketplace.

- B. Tasks.** During the term of this contract, the Contractor will perform the following tasks:

i) **DOE Task 1.0 Coalition Management and Administration**

- a) The Contractor will manage activities in order to achieve project objectives. The activities will include tracking and disseminating information regarding the performance of the project, as well as administrative tasks associated with Government reporting. The Contractor will prepare a Project Management Plan (PMP) that outlines tasks to be

performed over the upcoming performance period (1 year). The Contractor will submit all required reports directly to the Department of Energy (DOE) using the Coalition's reporting credentials supplied by the Agency. The required content for these reports is described in Section 1.B(1).

- b) **Deliverables:** The Contractor will submit a draft PMP to the Agency Project Manager by email within 10 days of signing this contract for the Agency to review. The Contractor will incorporate any feedback the Contractor receives from the Agency within two business days of providing the draft to the Agency and will upload the final PMP to the Department of Energy (DOE) website (see Table 1) by March 31, 2020. If feedback from the Agency is not returned to the contractor within two business days the Contractor may submit pertinent deliverables to DOE to meet DOE reporting deadlines. Contractor will provide documentation to the Agency Project Manager that the final PMP has been uploaded by March 31, 2020.

ii) **DOE Task 2.0 Clean Cities and Alternative Fuel Tracking Activities:**

- a) **DOE Sub-task 2.2 Clean Cities Alternative Fuel Price Tracking** - The Contractor will track retail alternative fuel pricing information on a quarterly basis and submit using DOE's online reporting system.
- b) **DOE Sub-task 2.3 Area Alternative Fuel Station Verification** - The Contractor will identify and track alternative fuel station opening and closing information and submit using an online reporting system. The Contractor will also verify continuity of alternative fuel station operations in their coalition territory and report such to DOE when requested.
- c) **DOE Sub-task 2.4 Share Peer-to-Peer Information** – The Contractor will present/share peer-to-peer learning information at official Clean Cities Program and other Vehicle Technologies Office Workshops, Trainings, and Meetings as required by the DOE contract (Appendix A).
- d) **DOE Sub-task 2.5 Vehicle and Station Cost Tracking** – The Contractor will track alternative fuel and advanced technology vehicle costs, as well as alternative fuel station cost information in the Coalition's territory.
- e) **Deliverables for all sub-tasks in DOE Task 2:** The Contractor will submit reports to DOE per Table 1, Task 2. The Contractor will provide documentation to the Agency Project Manager by email that all reports have been submitted per the schedule for DOE Task 2.
- f) The maximum total reimbursement for successful completion of DOE Task 1 and DOE Task 2 is \$15,000. See Table 2.

iii) **DOE Task 3.0 Market Analysis, Feedback, and Technology Integration:**

- a) **DOE Sub-task 3.4 Fuel/Technology Outreach and Demonstration Events** – The Contractor will organize and facilitate alternative fuel and/or advanced technology end-user workshops and outreach event(s), including (but not limited to) hands-on ride & drives, demonstrations, educational showcases of alternative fuel and advanced technology vehicles, and refueling/charging systems. The number and type of such end-user workshops and outreach events shall be mutually determined by the Agency and the Contractor. The Agency shall support the workshops and events as described in Section 2.
- b) **Deliverables:** The Contractor will submit an event report and a final report submitted to DOE, per Table 1, Task 3.4. The Contractor will provide the Agency's Project Manager with a copy of the event report and final report by email five business days prior to

submitting it to DOE. The Agency's Project Manager will review these submissions and provide feedback to the Contractor within two business days of Contractor's submission to the Agency; the Contractor will incorporate any provided feedback prior to submitting reports to DOE. If feedback from the Agency is not returned to the contractor within two business days the Contractor may submit pertinent deliverables to DOE to meet DOE reporting deadlines. The Contractor shall provide documentation to the Agency Project Manager by email that all reports have been submitted per the schedule for Task 3.4.

The maximum reimbursement for successful completion of DOE Task 3.4 is \$17,500. See Table 2.

- c) **DOE Sub-task 3.5 Targeted Coaching and Technical Assistance** – The Contractor will provide direct technical assistance and/or coaching to fleets, end-users and other appropriate stakeholders. Examples include providing assistance with project planning, aggregate purchasing initiatives, reviewing equipment specifications, coordinating performance testing of new fueling stations, orientation training for end-users receiving new alternative-fuel vehicles (AFVs) or fueling equipment, problem solving, etc. This task should utilize DOE tools, websites, and data/information resources to the greatest extent possible.
- d) **Deliverables:** The Contractor will submit an interim report and final report to DOE, per Table 1, Task 3.5. The Contractor will provide the Agency's Project Manager with a copy of the interim and final reports by email five business days prior to submitting to DOE. The Agency's Project Manager will review these submissions and provide feedback to the Contractor within two business days of Contractor's submission to the Agency; the Contractor will incorporate any provided feedback prior to submitting reports to DOE. If feedback from the Agency is not returned to the contractor within two business days the Contractor may submit pertinent deliverables to DOE to meet DOE reporting deadlines. The Contractor shall provide documentation to the Agency Project Manager by email that all reports have been submitted per the schedule for Task 3.5.

The maximum reimbursement for successful completion of DOE Task 3.5 is \$17,500. See Table 2.

- e) **DOE Sub-task 3.6 Site Visits and Educational Tours of Fleet Operations & Infrastructure** – The Contractor will organize and facilitate at least three (3) site visits and educational tours to demonstrate successful AFV or advanced vehicle fleet operations and fueling/charging infrastructure to other fleets, public safety officials, government agencies, vocational and STEM student groups, and other organizations that will benefit from the education. The Agency shall support the site visits and tours as described in Section 2.
- f) **Deliverables:** The Contractor will submit an interim report and final report to DOE, per Table 1, Task 3.6. The Contractor will provide the Agency's Project Manager with a copy of the interim and final report by email five business days prior to submitting to DOE. The Agency's Project Manager will review these submissions and provide feedback to the Contractor within two business days of Contractor's submission to the Agency; the Contractor will incorporate any provided feedback prior to submitting reports to DOE. If feedback from the Agency is not returned to the contractor within two business days the Contractor may submit pertinent deliverables to DOE to meet DOE reporting deadlines. The Contractor shall provide documentation to the Agency Project Manager by email that all reports have been submitted per the schedule for Task 3.6.

The maximum reimbursement for successful completion of DOE Task 3.6 is \$17,500. See Table 2.

- g) **DOE Sub-task 3.7 Training and Education** – The Contractor will organize and facilitate at least three (3) training sessions related to alternative fuels and advanced vehicle technologies. Target audiences may include (but are not limited to) first-responders, technicians/mechanics, code, permitting and safety authorities having jurisdiction (AHJs), fleet managers, etc. DOE developed training curricula, tools, websites, and data/information resources should be used whenever possible. This task shall include training sessions that provide in-depth educational information for specific target audiences. The Agency shall support the training sessions as described in Section 2.
- h) **Deliverables:** The Contractor will submit an interim report and final report to DOE, per Table 1, Task 3.7. The Contractor will provide the Agency's Project Manager with a copy of the interim and final report by email five business days prior to submitting to DOE. The Agency's Project Manager will review these submissions and provide feedback to the Contractor within two business days of Contractor's submission to the Agency; the Contractor will incorporate any provided feedback prior to submitting reports to DOE. If feedback from the Agency is not returned to the contractor within two business days the Contractor may submit pertinent deliverables to DOE to meet DOE reporting deadlines. The Contractor shall provide documentation to the Agency Project Manager by email that all reports have been submitted per the schedule for Task 3.7.

The maximum reimbursement for successful completion of DOE Task 3.7 is \$17,500. See Table 2.

**Table 1. DOE Deliverables**

DOE Task/ Subtask #	Deliverable	Due Date	Where to Submit
1.0	Project Management Plan	10 days after the contract signed.	Draft to Agency Project Manager
		March 31, 2020	<a href="https://www.eere-pmc.energy.gov">https://www.eere-pmc.energy.gov</a>
2.2	Quarterly Alternative Fuel Price Report	April 15, 2020 July 15, 2020 October 15, 2020	<a href="https://cleancities.energy.gov/toolbox/alternative-fuel-price-report">https://cleancities.energy.gov/toolbox/alternative-fuel-price-report</a>
2.3	AFDC Station Openings/Closings Updates	Updates made continually as needed.	<a href="https://cleancities.energy.gov/toolbox/alternative-fuel-station-report/">https://cleancities.energy.gov/toolbox/alternative-fuel-station-report/</a>
2.5	Vehicle and Station Cost Tracking	Updates made continually as needed.	Email to <a href="mailto:judi.deitchel@nrel.gov">judi.deitchel@nrel.gov</a>
3.4	Deliverables identified in Sub-Tasks	Interim Report due with second QPR (July 31, 2020); and Final Report due with fourth QPR (January 29, 2021).	Draft to Agency Project Manager 5 business days before DOE due date
			<a href="https://www.eere-pmc.energy.gov">https://www.eere-pmc.energy.gov</a>

3.5	Deliverables identified in Sub-Tasks	Interim Report due with second QPR (July 31, 2020); and Final Report due with fourth QPR (January 29, 2021).	Draft to Agency Project Manager 5 business days before DOE due date
			<a href="https://www.eere-pmc.energy.gov">https://www.eere-pmc.energy.gov</a>
3.6	Deliverables identified in Sub-Tasks	Interim Report due with second QPR (July 31, 2020); and Final Report due with fourth QPR (January 29, 2021).	Draft to Agency Project Manager 5 business days before DOE due date
			<a href="https://www.eere-pmc.energy.gov">https://www.eere-pmc.energy.gov</a>
3.7	Deliverables identified in Sub-Tasks	Interim Report due with second QPR (July 31, 2020); and Final Report due with fourth QPR (January 29, 2021).	Draft to Agency Project Manager 5 business days before DOE due date
			<a href="https://www.eere-pmc.energy.gov">https://www.eere-pmc.energy.gov</a>

### C. Other Services.

- i. **Reports.** All interim, event and final reports should include, at a minimum: key contacts and partners; workshop/event results, number of attendees, trainings and other significant activities undertaken; evaluations, lessons learned and major outcomes. All reports noted in deliverables must be high quality, verified for technical accuracy, and suitable for publishing in Federal records.
- ii. **Safety.** In addition to the deliverables listed above, items developed under this award relating to safety should be submitted to DOE for safety review. These include: technical presentations, videos, promotional materials, education and training materials intended for vehicle operators, fueling station operators, maintenance technicians, installers and/or first responders.
  - a. Submit a DRAFT to DOE no later than thirty (30) days prior to the date which these materials are required to be released to the public.
  - b. Final product(s) shall include consideration of DOE input/feedback and be submitted to DOE within thirty (30) days after completion.
- iii. **Briefings and Technical Presentations.** The Contractor may be asked to prepare and deliver detailed briefings for presentation to the DOE Project Officer at the Project Officer's facility located in Pittsburgh, PA or Morgantown, WV or Washington, DC or other locations. The Contractor may be asked to prepare/deliver additional technical papers as appropriate at technical exchange meetings/conferences or Clean Cities meetings (not to exceed two per year).
- iv. **Coalition Transition Planning.** The Contractor shall prepare for a transition to be the host of the Coalition in the next contract year of the DOE (February 1, 2021, through January 31, 2022) in the place of the Agency. Preparation shall include attending quarterly meetings of the Coalition's Steering Committee, providing input in advance to the Agency Project Manager regarding the agenda of those meetings, and developing a plan for the transition for review and comment by the Agency by June 1, 2020. Elements of the transition plan shall include, but are not limited to, how and when the Contractor will perform the following:
  - a. Communicate about the transition from the Agency to the Coalition with Coalition members and the Steering Committee;

- b. Consult with Coalition members regarding the training, outreach, and events they would like to see in the next contract year;
  - c. Prepare a draft of the PMP for the next contract year (effective 2/1/21) for review by the Agency; and
  - d. Take over the Agency's Coalition communications (newsletters; emails regarding events, news, funding opportunities, etc.; and social media accounts).
  - e. The maximum compensation under subsection C, "Other Services," is \$5,000. With respect to subsection C.iv.4, the Agency will retain responsibility for these communications for the term of this contract, unless otherwise agreed upon in writing by the Contractor and the Agency.
2. **Agency Responsibilities.** During the term of this contract, the Agency will perform the following tasks pursuant to US DOE Contract No. DE-EE0007402:
- A. **DOE Sub-task 2.1 Clean Cities Annual Progress Report** – The Agency will track alternative fuel, advanced technology vehicle, and transportation energy efficiency integration metrics, and submit it to DOE using an online reporting system on an annual basis.
  - B. **DOE Sub-tasks 3.4-3.7** – The Agency will provide support to the Contractor for completing the deliverables under these Tasks. Such support will include:
    - i. Reviewing interim and final reports for these tasks and providing feedback to the Contractor within two business days of Contractor's submission of the reports to the Agency
    - ii. Assisting with site visits as part of event planning, as needed by the Contractor
    - iii. Assisting with logistics for events, as needed by the Contractor
    - iv. Promoting events, trainings, site tours, etc. via the Coalition's website, social media accounts, and listserv emails
    - v. Staffing events
  - C. The Agency will coordinate the Coalition's Steering Committee, arranging and hosting quarterly meetings of the Steering Committee and soliciting input from the Contractor on the agendas for those meetings. The Agency will produce and distribute regular newsletters and emails regarding events, news, funding opportunities, etc. to Coalition members and other interested parties.
3. **Communications About Performance.** The Contractor understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Contractor directly and respectfully to the Agency Project Manager in a good faith attempt to resolve any issues. Similarly, if the Contractor has a concern about the performance of the contract or an interaction with an Agency staff member, the Contractor agrees to communicate that concern directly and respectfully to the Project Manager in a good faith attempt to resolve any issues.
4. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this contract shall not exceed \$90,000. The funding for this contract is provided by US DOE Contract No. DE-EE0007402 (\$85,000) and Agency funds derived from Coalition dues (\$5,000). No payments in advance or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

The Contractor shall submit invoices monthly by the 15<sup>th</sup> day of the month. Invoices submitted by the Contractor must show time and material information. Charges should be broken down by the hour showing task and/or subtask performed, name of the person who performed the work, cost per hour and specific number of hours spent within a given billing period (monthly). The Agency shall pay

reimbursement for actual travel and other expenses as identified in this paragraph or as authorized in advance by the Project Manager as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel, site rental costs for events or trainings, catering costs for events, and other expenses authorized in advance by the Agency Project Manager. The Contractor shall receive reimbursement for actual travel expenses in accordance with current agency travel policies. To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

The maximum amount to be reimbursed to the Contractor for the successful completion of each task is defined in Table 2, below.

**Table 2. Compensation by Task**

<b>Deliverable</b>	<b>Maximum Compensation</b>
DOE Task 1.0, Coalition Management and Administration	\$15,000
DOE Task 2.0, Clean Cities and Alternative Fuel Tracking Activities	
DOE Sub-task 3.4, Fuel/Technology Outreach and Demonstration Events	\$17,500
DOE Sub-task 3.5, Targeted Coaching and Technical Assistance	\$17,500
DOE Sub-task 3.6, Site Visits and Educational Tours of Fleet Operations & Infrastructure	\$17,500
DOE Sub-task 3.7, Training and Education	\$17,500
Coalition Transition Plan	\$5,000

The Contractor shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid upon successful performance by the Contractor and within thirty (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date.

Funding for work to be conducted after June 30, 2020, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Contractor, and the Contractor shall not proceed to perform any work under this contract after June 30, 2020, until so authorized by the Project Manager.

5. **Term.** The effective date of this contract is February 1, 2020. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Contractor.

The termination date of this contract is March 31, 2021.

6. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this contract.

<b>Contractor</b>	<b>Agency Project Manager</b>	<b>Send Invoices To:</b>
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Brian Trice	Angela Song	Attn: Finance Manager
Columbia-Willamette Clean Cities Coalition	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
P.O. Box 721 Tualatin, Oregon 97062	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (503) 688-0989	Phone: (206) 689-4016	Phone: (206) 689-4014
Fax:	Fax: (206) 343-7522	Fax: (206) 343-7522
E-mail address: brian@cwcleancities.org	E-mail address: angelas@pscleanair.gov	E-mail address: finance@pscleanair.gov

7. **Changes.** The Agency may, from time to time, require changes to this contract. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Contractor of such termination and by specifying the effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Agency shall pay to the Contractor the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Contractor such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

9. **Agency Access to Data and Records.** (a) The Contractor shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Contractor's reports and deliverables, including computer models and the methodology for those models. (b) The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

10. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

11. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to completion of the work in this contract, the Agency may at its sole option:

(a) terminate this contract with 30 (thirty) days advance written notice. If this contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination;

- (b) renegotiate the terms of the contract under new funding limitations and conditions;
- (c) suspend work performed under this contract for a temporary period upon written notification of the suspension and the suspension period; or
- (d) after a review of the status of expenditures and deliverables, extend the end date of this contract and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

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

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

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

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

13. **Contractor Not An Employee of the Agency.** The Contractor and the Agency intend that an independent contractor relationship will be created under this contract. The Contractor and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Contractor will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Contractor.

14. **Indemnification.** The Contractor shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Contractor, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and

agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties.

16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

17. **Payroll and Taxes.** The Contractor assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income or other form of taxes, fees and licenses.

18. **Licensing, Accreditation, and Registration.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

19. **Industrial Insurance Coverage.** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Contractor is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Agency and guarantee payment of such amounts.

20. **Other Insurance.** The Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor's maintenance of insurance as required by this contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Agency's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** The Contractor shall obtain insurance of the types described below:

- 1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**B. Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:

- 1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

**C. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability insurance:

- 1) The Contractor's insurance coverage shall be primary insurance as respect the Agency. Any insurance, self-insurance, or insurance pool coverage maintained by the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- 2) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

**D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage.** The Contractor shall furnish the Agency with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

21. **Waiver.** A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

22. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Contractor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this contract shall be the superior Court of King County, Washington.

23. **Certification regarding Debarment.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Contractor shall immediately notify the Agency if, during the term of this contract, the Contractor becomes debarred. If Contractor becomes debarred during the term of this contract, the Agency may, at its sole option, immediately terminate this contract by providing written notice to the Contractor.

24. **Nondiscrimination.** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance.

25. **Title VI.** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.


26. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Contractor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.

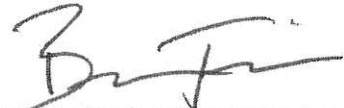
27. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

**THIS CONTRACT** is executed by the persons signing below, who warrant they have the authority to execute the contract.


**PUGET SOUND CLEAN AIR AGENCY**

**COLUMBIA-WILLAMETTE  
CLEAN CITIES COALITION**


By:   
Paul Roberts  
Board of Directors, Chair  
Date: April 2, 2020

By:   
Brian Trice  
Executive Director  
Date: 3/25/20

Attest:

By:   
Craig T. Kenworthy  
Executive Director  
Date: 3/27/2020

Approved as to Form:

By:   
Jennifer A. Dold  
Agency Counsel  
Date: 3/30/20