

## General Services Agreement Non-Public Work

<p><b><i>PROJECT TITLE</i></b> Control System and Telemetry Upgrades Phase 4</p>	<p><b><i>EXHIBITS</i></b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A Scope of work Exhibit B Schedule Exhibit C Fee &amp; Schedule of Values Exhibit D Additional Provisions Exhibit E IPSA</p>
<p><b><i>CONTRACTOR</i></b> Technical Systems Inc.</p>	<p><b><i>CITY OF REDMOND PROJECT ADMINISTRATOR</i></b> <i>(Name, address, phone #)</i></p> <p>City of Redmond Shailee Jain, City Project Manager 425-560-5390</p>
<p><b><i>CONTRACTOR'S CONTACT INFORMATION</i></b> <i>(Name, address, phone #)</i></p> <p>Cory Keierleber 2303 196th Street SW Lynnwood, WA 98036 425-466-3910</p>	<p><b><i>BUDGET OR FUNDING SOURCE</i></b></p> <p>Water CIP Wastewater CIP</p>
<p><b><i>CONTRACT COMPLETION DATE</i></b> Dec 31st, 2028</p>	<p><b><i>MAXIMUM AMOUNT PAYABLE</i></b></p> <p>\$2,409,370 includes 10.4% sales tax and bonding</p>

Page 2 – General Services Agreement, Non-Public Work  
City of Redmond, standard form

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the CONTRACTOR."

**WHEREAS**, the CITY has a need to have the above-referenced project performed;  
and

**WHEREAS**, the CITY does not have sufficient staff or expertise to complete the project and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project review; and

**WHEREAS**, the CONTRACTOR has represented to the CITY that the CONTRACTOR is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish goods and/or services to the CITY, now, therefore,

**IN CONSIDERATION OF** the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONTRACTOR shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONTRACTOR shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONTRACTOR shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all

labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONTRACTOR shall be entitled submit invoices to the CITY no more frequently than once per month during the course of the completion of work and services by the CONTRACTOR. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice to the CONTRACTOR that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONTRACTOR shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONTRACTOR and appearing therein when required to do so by the CITY. The CONTRACTOR shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONTRACTOR must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 12. Notwithstanding any such dispute, the CONTRACTOR shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or

deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

7. **Indemnity.** The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONTRACTOR's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

8. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONTRACTOR's negligence, the CONTRACTOR's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONTRACTOR's insurance. The certificate of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

**9. Records.** The CONTRACTOR shall keep all records related to this agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

**10. Notices.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

**11. Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

13. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONTRACTOR. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the notice to terminate. In the event that services of the CONTRACTOR are terminated by the CITY for fault on part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. **Non-Discrimination.** The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

15. **Compliance and Governing Law.** The CONTRACTOR shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subcontractors approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the

Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

20. **City Business License.** The CONTRACTOR has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONTRACTOR will maintain the business license in good standing throughout the term of this Agreement.

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City of Redmond, standard form

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**CONTRACTOR:**

**CITY OF REDMOND:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
.Angela Birney, Mayor  
DATED: \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
City Clerk, City of Redmond

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

## Scope of Work:

Bid Item #	Description	Predesign Memo Reference
1	<p>Novelty Hill Operations Center</p> <ul style="list-style-type: none"> <li>• Replacement Control Panel <ul style="list-style-type: none"> <li>○ NEMA-12 Enclosure</li> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• Radio Equipment Panel <ul style="list-style-type: none"> <li>○ Rackmount NEMA-12 enclosure</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ DC-UPS &amp; power supply system</li> </ul> </li> <li>• VFD network communication modules</li> <li>• Installation <ul style="list-style-type: none"> <li>○ Control panel replacement</li> <li>○ Relocate unit heater disconnect switch</li> <li>○ Install radio equipment panel on existing radio communications rack</li> <li>○ Install radio antenna on reservoir tank. Existing coaxial antenna cable will be reused.</li> <li>○ Install cellular antenna and coax cable on building</li> <li>○ Install communications cabling <ul style="list-style-type: none"> <li>▪ Network rack to radio panel</li> <li>▪ Network rack to PLC panel</li> <li>▪ Network rack to MetroE</li> <li>▪ PLC panel to VFDs</li> </ul> </li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	3.1
2	<p>Novelty Hill Pump Station</p> <ul style="list-style-type: none"> <li>• Replacement Control Panel <ul style="list-style-type: none"> <li>○ NEMA-12 Enclosure</li> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• VFD network communication modules</li> <li>• Installation <ul style="list-style-type: none"> <li>○ Control panel replacement</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> <li>○ Install communications cabling <ul style="list-style-type: none"> <li>▪ MetroE rack to PLC panel</li> <li>▪ PLC panel to VFDs</li> </ul> </li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	3.2

<p>3</p>	<p>Wastewater Lift Station 51</p> <ul style="list-style-type: none"> <li>• Replacement Control Panel             <ul style="list-style-type: none"> <li>○ NEMA-12 Enclosure</li> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> <li>○ Level indicator display</li> </ul> </li> <li>• Replacement level sensor</li> <li>• VFD network communication modules</li> <li>• Installation             <ul style="list-style-type: none"> <li>○ Control panel replacement</li> <li>○ Extend concrete pad. Remove level indicator panel and relocate gas monitor panel.</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> <li>○ Install communications cabling                 <ul style="list-style-type: none"> <li>▪ PLC panel to VFDs</li> </ul> </li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	<p>3.3</p>
<p>4</p>	<p>Wastewater Lift Station 52</p> <ul style="list-style-type: none"> <li>• Replacement Components in Existing Control Panel             <ul style="list-style-type: none"> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Smart overloads (provides pump power usage monitoring)</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• Installation             <ul style="list-style-type: none"> <li>○ Control panel component replacement</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	<p>3.4</p>
<p>5</p>	<p>Wastewater Lift Station 53</p> <ul style="list-style-type: none"> <li>• Replacement Components in Existing Control Panel             <ul style="list-style-type: none"> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Smart overloads (provides pump power usage monitoring)</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• Installation             <ul style="list-style-type: none"> <li>○ Control panel component replacement</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> </ul> </li> <li>• Programming, testing, and commissioning</li> </ul>	<p>3.5</p>

	<ul style="list-style-type: none"> <li>• Control Narrative</li> </ul>	
6	<p>Wastewater Lift Station 54</p> <ul style="list-style-type: none"> <li>• Replacement Control Panel <ul style="list-style-type: none"> <li>○ NEMA-12 Enclosure</li> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• MCC RVSS network communication modules</li> <li>• Installation <ul style="list-style-type: none"> <li>○ Control panel replacement</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> <li>○ Install communications cabling <ul style="list-style-type: none"> <li>▪ PLC panel to MCC</li> </ul> </li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	3.6
7	<p>Wastewater Lift Station 55</p> <ul style="list-style-type: none"> <li>• Replacement Components in Existing Control Panel <ul style="list-style-type: none"> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Smart overloads (provides pump power usage monitoring)</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• Installation <ul style="list-style-type: none"> <li>○ Control panel component replacement</li> <li>○ Install new pole near the entry gate and mount radio antenna and cellular antenna. Run coax cable from control panel to antenna location.</li> </ul> </li> <li>• Programming, testing, and commissioning</li> <li>• Control Narrative</li> </ul>	3.7
8	<p>Wastewater Lift Station 56</p> <ul style="list-style-type: none"> <li>• Replacement Control Panel <ul style="list-style-type: none"> <li>○ NEMA-12 Enclosure</li> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>• MCC RVSS network communication modules</li> <li>• Installation <ul style="list-style-type: none"> <li>○ Control panel replacement</li> <li>○ Install radio antenna and cellular antenna and coax cable on building</li> </ul> </li> </ul>	3.8

	<ul style="list-style-type: none"> <li>○ Install communications cabling             <ul style="list-style-type: none"> <li>▪ PLC panel to MCC</li> </ul> </li> <li>● Programming, testing, and commissioning</li> <li>● Control Narrative</li> </ul>	
9	<p>Wastewater Lift Station 57</p> <ul style="list-style-type: none"> <li>● Replacement Components in Existing Control Panel             <ul style="list-style-type: none"> <li>○ Rockwell CompactLogix PLC System</li> <li>○ DC-UPS &amp; power supply system</li> <li>○ PanelView OIT</li> <li>○ Cisco managed Ethernet switch</li> <li>○ MDS Orbit LN radio with 450 MHz and cellular</li> <li>○ Smart overloads (provides pump power usage monitoring)</li> <li>○ Misc. terminals, fuseblocks, etc. as required</li> </ul> </li> <li>● Installation             <ul style="list-style-type: none"> <li>○ Control panel component replacement</li> <li>○ Install conduit mast on backside of control panel enclosure and mount radio antenna and cellular antenna. Run coax cable from control panel to antenna location.</li> </ul> </li> <li>● Programming, testing, and commissioning</li> <li>● Control Narrative</li> </ul>	3.9

TSI Submittals

- Control panel submittals – Elementary wiring diagrams, elevation drawings, BOM and equipment datasheets.
- Antenna plan and site conduit plan submittals. City of Redmond to provide site drawing files to modify with conduit additions.
- Control Strategies for (9) stations
- Attend and lead nine (9) SCADA Screen/Control Operation Workshops.
- Operation & Maintenance Manuals and record drawings.

Spares

- Recommended spare parts list to be provided with the O&M, no spare parts are included in this proposal.

Warranty

- 1-year warranty

Clarifications

Initial design discussions and the resulting predesign memorandum considered replacing only the backpanels and doors at wastewater lift stations 54 and 56, rather than the entire enclosures. Further investigation revealed that full enclosure replacement is actually less costly for these two sites due to the older style “piano hinge” doors that require custom built doors and additional hours to replace. Accordingly, this proposal reflects full control panel enclosure replacement at these two locations, differing from the predesign memorandum.

This proposal excludes upgrades or additions to the existing network equipment at Novelty Hill Ops and Novelty Hill Pump Station. The current infrastructure is assumed to be sufficient for the proposed scope. Should additional network requirements be identified or requested at a later date, they may be incorporated via a separate change order or scope amendment.

**Bypass Pumping**

Bypass pumping is an expensive option. We are proposing to perform the control panel replacement work in a one-day shutdown requiring less than 12 hours per site. This approach allows two options during the shutdown window: operator manual pump control, or temporary level control to operate the pumps.

**Prep Work and Temporary Systems:**

Prior to setting up the temporary system, essential prep work will be conducted to ensure a seamless transition. This process includes:

- **Field Verification:** A field technician and an engineer will be deployed to the site to confirm all critical inputs and outputs with the assistance of the city.
- **System Mapping:** Before the system is switched over, all information will be known and documented to ensure the permanent system implementation reduces the amount of critical downtime. This includes any pre-work that can be accomplished (labeling, wire pulling, etc.)
- **Pre-Installation:** Temporary level control would use a small portable temporary control panel to maintain wetwell levels. This requires a full day of installation and testing ahead of the scheduled shutdown.
- **Shutdown Execution:** On the morning of the shutdown, the temporary system will be connected to the pump VFDs or MCC buckets to maintain control while the main panel is replaced.

The following table summarizes the replacement method and estimated shutdown duration for each site.

Site	Replacement Method	Shutdown Duration
Novelty Hill Operations Center	Replace Enclosure	8-12 hours
Novelty Hill Pump Station	Replace Enclosure	8-12 hours
Wastewater Lift Station 51	Replace Enclosure	8-12 hours
Wastewater Lift Station 52	Replace Components	8-10 hours
Wastewater Lift Station 53	Replace Components	8-10 hours
Wastewater Lift Station 54	Replace Enclosure	8-12 hours
Wastewater Lift Station 55	Replace Components	8-10 hours
Wastewater Lift Station 56	Replace Enclosure	8-12 hours
Wastewater Lift Station 57	Replace Components	8-10 hours

Bypass pumping can also be offered using 2 Vac trucks on an alternating schedule. This is contingent on verification that the flow rates at wastewater lift station 51 are low enough to be handled by the vac trucks. The cost for 2 vac trucks is roughly \$11,000 per day.

**Additional inclusions**

- All mounting hardware for external equipment to be stainless-steel.
- All conduit installed underground will be PVC.
- King County prevailing wage rate at bid date.
- Affidavit and intent to pay prevailing wage.
- FCC licenses
- All necessary permits

Please feel free to contact me to discuss any questions or comments you may have regarding this proposal.

Sincerely,

Steve DeHaan, P.E.  
(425) 678-4142  
[steved@tsicontrols.com](mailto:steved@tsicontrols.com)



***Leaders in Integrated Water Solutions Since 1970***

**EXHIBIT B**

Preliminary Project Schedule - Redmond SCADA Upgrades Phase 4								
NTP	8/1/2026							
	<b>(Milestone Complete Dates)</b>							
	Design Submittal	Control Narratives	Order Parts	Fabrication	FAT	Installation & Startup	Punch List	O&Ms
Novelty Hill Operations Center	10/30/2026	1/16/2027	1/28/2027	3/9/2027	3/16/2027	4/15/2027	5/15/2027	5/15/2027
Novelty Hill Pump Station	1/28/2027	4/14/2027	4/28/2027	6/7/2027	6/14/2027	7/14/2027	8/14/2027	8/14/2027
Wastewater Lift Station 51	3/29/2027	6/13/2027	6/27/2027	8/6/2027	8/13/2027	9/12/2027	10/12/2027	10/12/2027
Wastewater Lift Station 52	5/28/2027	8/2/2027	8/26/2027	9/25/2027	10/2/2027	11/1/2027	12/1/2027	12/1/2027
Wastewater Lift Station 53	7/7/2027	9/11/2027	10/5/2027	11/4/2027	11/11/2027	12/11/2027	1/11/2028	1/11/2028
Wastewater Lift Station 54	8/16/2027	11/3/2027	11/14/2027	1/3/2028	1/10/2028	2/9/2028	3/9/2028	3/9/2028
Wastewater Lift Station 55	9/25/2027	11/30/2027	12/24/2027	1/23/2028	1/30/2028	2/29/2028	3/29/2028	3/29/2028
Wastewater Lift Station 56	11/4/2027	1/20/2028	2/2/2028	3/13/2028	3/20/2028	4/19/2028	5/19/2028	5/19/2028
Wastewater Lift Station 57	12/14/2027	2/19/2028	3/13/2028	4/12/2028	4/19/2028	5/19/2028	6/19/2028	6/19/2028



May 13, 2026

Quote Number: 9301-rev1

**To:** City of Redmond

**Attn:** Shailee Jain, P.E.; Mike Haley, P.E.

**Project:** SCADA System Upgrades Phase 4

Corporate Office  
 2303 196<sup>th</sup> Street SW  
 Lynnwood, WA 98036  
 Tel 425.775.5696  
 TSIcontrols.com

Technical Systems, Inc. (TSI) is pleased to offer our proposal for the above-referenced project. The following scope of work is our understanding for the requested replacement electrical and control systems for these stations based on the attached BHC Predesign Memorandum dated February 25, 2026 and site walk discussions on March 16, 2026. Please see the following pages for the detailed scope of work.

#### Bid Items

Bid Item #	Bid Item Description	Price
1	Novelty Hill Operations Center	\$372,800.00
2	Novelty Hill Pump Station	\$292,800.00
3	Wastewater Lift Station 51	\$261,400.00
4	Wastewater Lift Station 52	\$174,000.00
5	Wastewater Lift Station 53	\$174,000.00
6	Wastewater Lift Station 54	\$210,500.00
7	Wastewater Lift Station 55	\$210,000.00
8	Wastewater Lift Station 56	\$208,500.00
9	Wastewater Lift Station 57	\$174,000.00
10	FCC Licensing & Permitting Fees	\$30,300.00
11.1	Contingency	\$50,000.00
11.2	O&M Manuals	\$2,500.00
	<b>Subtotal</b>	<b>\$2,160,800.00</b>
	Bonding	\$21,600.00
	Tax (10.4%)	\$226,969.60
	<b>Bid Total</b>	<b>\$2,409,369.60</b>

#### Notes:

- Quote valid for 120 days from bid date.

**Technical Systems Inc**  
**Schedule of Values**

**City of Redmond**  
**SCADA System Upgrades - Phase 4**

**Customer: City of Redmond**  
**Project Number: xxxxx**

SCHEDULE OF VALUES				Percent Complete	Invoice #1 [Date]	Invoice #2 [Date]	Invoice #3 [Date]	Invoice #4 [Date]	Invoice #5 [Date]	Invoice #6 [Date]	Invoice #7 [Date]	Invoice #8 [Date]	Total Remaining
ITEM	DESCRIPTION	SUBTOTAL	PRICE										
<b>0</b>	<b>Bonding</b>		<b>\$21,600.00</b>										
0.01	Bonding (1% of Total)	\$21,600.00		0%									\$21,600.00
<b>1</b>	<b>Novelty Hill Operations Center</b>		<b>\$293,300.00</b>										
1.01	Control Panels Engineering & Submittals	\$50,000.00		0%									\$50,000.00
1.02	Equipment	\$121,300.00		0%									\$121,300.00
1.03	PLC/HMI Custom Programming	\$107,000.00		0%									\$107,000.00
1.04	Control Narratives	\$5,000.00		0%									\$5,000.00
1.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>2</b>	<b>Novelty Hill Pump Station</b>		<b>\$268,300.00</b>										
2.01	Control Panels Engineering & Submittals	\$42,000.00		0%									\$42,000.00
2.02	Equipment	\$113,300.00		0%									\$113,300.00
2.03	PLC/HMI Custom Programming	\$98,000.00		0%									\$98,000.00
2.04	Control Narratives	\$5,000.00		0%									\$5,000.00
2.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>3</b>	<b>Wastewater Lift Station 51</b>		<b>\$231,900.00</b>										
3.01	Control Panels Engineering & Submittals	\$40,000.00		0%									\$40,000.00
3.02	Equipment	\$95,900.00		0%									\$95,900.00
3.03	PLC/HMI Custom Programming	\$81,000.00		0%									\$81,000.00
3.04	Control Narratives	\$5,000.00		0%									\$5,000.00
3.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>4</b>	<b>Wastewater Lift Station 52</b>		<b>\$151,000.00</b>										
4.01	Control Panels Engineering & Submittals	\$20,000.00		0%									\$20,000.00
4.02	Equipment	\$60,000.00		0%									\$60,000.00
4.03	PLC/HMI Custom Programming	\$56,000.00		0%									\$56,000.00
4.04	Control Narratives	\$5,000.00		0%									\$5,000.00
4.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>5</b>	<b>Wastewater Lift Station 53</b>		<b>\$151,000.00</b>										
5.01	Control Panels Engineering & Submittals	\$20,000.00		0%									\$20,000.00
5.02	Equipment	\$60,000.00		0%									\$60,000.00
5.03	PLC/HMI Custom Programming	\$56,000.00		0%									\$56,000.00
5.04	Control Narratives	\$5,000.00		0%									\$5,000.00
5.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>6</b>	<b>Wastewater Lift Station 54</b>		<b>\$186,000.00</b>										
6.01	Control Panels Engineering & Submittals	\$30,000.00		0%									\$30,000.00
6.02	Equipment	\$85,000.00		0%									\$85,000.00
6.03	PLC/HMI Custom Programming	\$56,000.00		0%									\$56,000.00
6.04	Control Narratives	\$5,000.00		0%									\$5,000.00
6.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>7</b>	<b>Wastewater Lift Station 55</b>		<b>\$151,000.00</b>										
7.01	Control Panels Engineering & Submittals	\$20,000.00		0%									\$20,000.00
7.02	Equipment	\$60,000.00		0%									\$60,000.00
7.03	PLC/HMI Custom Programming	\$56,000.00		0%									\$56,000.00
7.04	Control Narratives	\$5,000.00		0%									\$5,000.00
7.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>8</b>	<b>Wastewater Lift Station 56</b>		<b>\$186,000.00</b>										
8.01	Control Panels Engineering & Submittals	\$30,000.00		0%									\$30,000.00
8.02	Equipment	\$85,000.00		0%									\$85,000.00
8.03	PLC/HMI Custom Programming	\$56,000.00		0%									\$56,000.00
8.04	Control Narratives	\$5,000.00		0%									\$5,000.00
8.05	On-site testing/commissioning (incl. travel)	\$10,000.00		0%									\$10,000.00
<b>9</b>	<b>Wastewater Lift Station 57</b>		<b>\$151,000.00</b>										





## Additional Provisions

To support the execution of the TSI Proposal, the following are Decision Gates that indicate milestones within the project delivery workflow to allow confirmation and acceptance by the City.

- Control System Descriptions and SCADA HMI/OIT layouts shall be accepted by the City prior to performing FAT or field work (FAT only applies to NHPS, NH Operations Center, WWLS 51, WWLS 54, WWLS 56).
  - A dedicated in-person workshop for each site to review the Control System Descriptions and SCADA Screen layout/operation will be held prior to City acceptance
- TSI shall provide documentation that all materials for completing the work are either delivered to the site or available for delivery to the site from their staging area within a 4-hour window.
- TSI shall provide a temporary facility operation plan for review and approval for each site. The plan shall describe how temporary operations will be implemented, including critical operations, the sequence of operations, required City support personnel, and the timing and duration of personnel needs. The plan shall also include testing procedures to be completed prior to starting of physical work (demolition, taking pump station offline). Temporary operation methods may include operational adjustments, temporary control panels, pumps and trucks, or other conventional methods, as applicable.
- Preliminary Adjustments and Testing are to be completed prior to witnessed field operational tests. Provide 2-week notice for scheduling the witnessed field operational test. Provide a Testing Plan to indicate required equipment, materials, water, and MOC staff required to complete the operational testing. Testing Plan shall be submitted for approval a minimum of 4-weeks prior to planned operational testing.
- Revised Panel Drawings showing modifications (e.g. record drawings) shall be approved prior to final payment.
- Provide confidence test walkthrough 180-days following field operational test to review operation compared to Control System Descriptions.  
Comments/observations to be compiled into the Warranty Punch List.

## INFORMATION PRIVACY AND SECURITY AGREEMENT

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and [insert name and address of contractor] (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

**1. Definitions.**

a. “Authorized Users” means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

**2. Standard of Care.**

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

### **3. User Access to City Data.**

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

### **4. Use of Subcontractors or Agents.**

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

### **5. Use, Storage, or Access to, City Data.**

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act ["HIPAA"] or the FBI Criminal Justice

Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City's Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

## **6. Privacy.**

a. Contractor represents and warrants that in connection with the Services provided by Contractor:

i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

**7. Information Security.** This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

#### **8. Data Breach Procedures and Liability.**

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification law codified at RCW 19.255.010. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Data Breach. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law- enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

**9. No Surreptitious Code.** Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

**10. Public Records Act.** Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

**11. City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

**12. Term and Termination.**

a. Term. The term of this IPSA is the same as the term in the Underlying Agreement.

b. Termination. In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written

notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. Effect of Expiration or Termination.

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

**13. Insurance.** In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor's Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor's insurance shall be primary to any other insurance or self-insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber

Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Contractor's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

**14. Cumulative Rights and Remedies.** All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor's liability or disclaim any liability for damages arising out of Contractor's breach of this IPSA.

**15. Indemnification.** Contractor shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

**16. Miscellaneous.**

a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. **No Third-Party Beneficiaries.** This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein,

express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: \_\_\_\_\_, or phone number: \_\_\_\_\_. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

i. FCC Interference. Contractor agrees that to the extent it utilizes wireless technology to provide Services, it shall operate such wireless technology on the assigned bandwidth for such equipment. If Contractor becomes aware of an interference problem, then Contractor shall utilize the remedies available through the FCC to remedy interference issues in a timely manner so as to reduce any impact to the facility and to other wireless infrastructure in the City. Contractor, and not the City, is responsible for remediating such interference problems as may be required by the FCC.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

**Contractor**

**City of Redmond**

Technical Systems, Inc.

By: 

By: 

Name: GARY CONLEY

Name: JONNY CAVANAUGH

Title: CEO

Title: TIS DIRECTOR

Date: 4/15/19

Date: 4/16/19

EXHIBIT A  
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: \_\_\_\_\_ Name of Contractor: \_\_\_\_\_

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the "City Data") owned and operated by the City of Redmond ("City") due to my employment by or contractual relationship with \_\_\_\_\_ ("Contractor").

I agree that I may use the City Data for the sole purpose of Contractor's obligations to City and in a manner that complies with City's Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Contractor's obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, "Authorized User ID") will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Contractor's privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Contractor.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at \_\_\_\_\_ of any conflict with or violation of the above conditions.

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Date