CITY OF TOPPENISH

City Council Regular Meeting Agenda

September 8, 2025 at 7:00 PM

21 West 1st Avenue, Toppenish, WA 98948

Televised Live and Streamed at the link below:

https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Presentation

a. Consent Agenda Information

4. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

5. Consent Agenda

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

a. Approve Minutes of the August 25, 2025, Regular Meeting

b. Approve Minutes of the September 2, 2025, Study Session

c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of $151,591.32 dated September 8, 2025 and void checks listed in the attached register.

d. Approve Payroll checks and bank drafts as listed in the attached register in the total amount of $198,470.44 dated September 5, 2025.

6. New Business

a. AB 25-74: [Proposed] Resolution No. 2025-59 Selecting Interwest Construction, Inc. for the Rentschler Lane Improvement Project.

b. AB 25-75: [Proposed] Resolution No. 2025-60 Approving HLA Task Order No. 2025-06 for Project Management Associated with Private Development.

c. AB 25-76: [Proposed] Resolution No. 2025-61 Adopting an Electronic Funds Transfer Policy

d. AB 25-77: [Proposed] Resolution No. 2025-62 Approving HLA Task Order No. 2025-

05 for Solids Handling Treatment Upgrade for Design Engineering and Construction Administration Services

e. AB 25-78: [Proposed] Resolution No. 2025-63 Approving Paramount Fiber Connection for Public Safety Building

7. Council Meeting Reports and Community Announcements

8. Adjournment

Next Council Meeting Will Be Held on September 22, 2025
City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

Financial Items on the Consent Agenda

What is it?

- Payroll
  - Processed every 7th and 22nd of the month (Adjusted for weekends and holidays)
- Accounts Payable (AP)
  - Checks are mailed out following Council Approval (with limited exceptions outlined in City Policy)
    - We are working towards moving more to Electronic Payments
  - All bills that the City pays runs through Accounts Payable. Anything that is above $20,000 is presented to the council at some point before going through AP.

Why?

- The Governing Body is ultimately responsible for Financial Oversight and reporting
- Audit Trail and Internal Control
  - No payments should be processed through the City's Bank or Financial System without going to the City Council – the Bank Account is reconciled monthly to ensure this.
- Questions can be asked about any line item
  - Usually best to be asked in advance of the Council meeting to the City Manager and Finance Director – but can happen in the meeting
- Line Items can be pulled for separate discussion

Questions?

- Going forward the item will not list each check but will say “as listed in the attached register”

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
August 25, 2025

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees:	Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, Ron Hull, and Cristian Sanchez.
Staff:	City Manager Dan Ford, City Attorney Daniel B. Heid, Budget and Finance Director Adam Vaughn, Deputy Chief of Police Jonathan Schwarder, Community and Economic Development Director Andrew Hattori (CED Hattori), Public Works Supervisor Daniel Musgrave, IT Services Manager Van Donley, Assistant to the Public Safety Director Linda Finley (APS Finley), and Communications Manager Sean Davido.

APS Finley conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Prieto Duval, Garcia, Garza, Hull, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve the August 25, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council received comments from the public during the meeting.

CONSENT AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Hull to approve Consent Agenda items a through c:

a. Approve Minutes of the August 11, 2025, Regular Meeting.
b. Approve Payroll Checks Numbers 37575 through 37579, 37637 through 37644, and Bank Drafts DFT173 through DFT180 in the total amount of $301,939.97 dated August 22, 2025.
c. Approve Claims Checks Numbers 37570 through 37574, 37580 through 37636, and Bank Drafts DFT169 and DFT172 in the total amount of $618,196.12 dated August 25, 2025, and void checks NR37202, NR37440, NR37484, NR37493, NR37494, NR37518, and NR37562.

Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance No. 2025-10 Into the Record: An Ordinance of the City Council of the City of Toppenish, Washington, Amending Sections 2.65.070, 2.65.075, 2.65.175, and 2.65.180 of the Toppenish Municipal Code Relating to Cemeteries.

Mayor Pro Tem Belton moved, seconded by Councilmember Hull to adopt Ordinance No. 2025-10. Motion carried unanimously.

Resolution No. 2025-55: A Resolution of the City Council of the City of Toppenish, Washington, Authorizing the City Manager to Execute Change Order No. 1 to the Construction Contract with Tri-Ply Construction, LLC for the Public Safety Building Remodel.

Councilmember Hull moved, seconded by Councilmember Sanchez to approve Resolution No. 2025-55. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:23 p.m.

____
ELPIDIA SAAVEDRA, MAYOR

____
LINDA FINLEY, CITY CLERK PRO TEM

TOPPENISH CITY COUNCIL
Study Session Minutes
September 2, 2025

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

Mayor Saavedra acknowledged Councilmember Ron Hull's resignation for personal reasons.

ROLL CALL

Attendees:	Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez.
Staff:	City Manager Dan Ford, City Attorney Daniel Heid, Budget and Finance Director Adam Vaughn (FD Vaughn), Public Safety Director Joseph Mehline (PSD Mehline), Community and Economic Development Director Andrew Hattori (CED Hattori), Public Works Supervisor Daniel Musgrave, Information Technology Services Manager Van Donley, Communications Manager Sean Davido, and Executive Assistant to the City Manager Elvia Cisneros (EA Cisneros).

EA Cisneros conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Prieto Duval, Garcia, Garza, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Councilmember Garcia moved, seconded by Councilmember Garza to approve September 2, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENTS UPDATE

City Manager Ford updated Council on the public comments received in August 2025.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

EXECUTIVE SESSION

At 5:04 p.m., Mayor Saavedra called for the room to clear for Council to go into Executive Session to discuss pending or potential litigation pursuant to RCW 42.30.110(1)(i) and the potential purchase/sale of real property pursuant to RCW 42.30.110(1)(b). The Executive Session started at 5:05 p.m. The approximate time for the Executive Session is 15 minutes, with possible action anticipated.
At 5:20 p.m., Mayor Saavedra extended the Executive Session for another 15 minutes.

At 5:35 p.m., Mayor Saavedra extended the Executive Session for another 15 minutes.
At 5:50 p.m., Mayor Saavedra extended the Executive Session for another 10 minutes.
At 6:00 p.m., Mayor Saavedra extended the Executive Session for another 5 minutes.
At 6:05 p.m., Mayor Saavedra reconvened the meeting back to order.

Resolution No. 2025-56: A Resolution of the City Council of the City of Toppenish, Washington, Declaring Certain Property a Blighted Property and Declaring the Intent to Condemn said Property Pursuant to RCW 35.80A.

Councilmember Garza moved, seconded by Councilmember Prieto-Duval to approve Resolution No. 2025-56. Motion carried unanimously.

Resolution No. 2025-57: A Resolution of the City Council of the City of Toppenish, Washington, Declaring Certain Property a Blighted Property and Declaring the Intent to Condemn said Property Pursuant to RCW 35.80A.

Councilmember Sanchez moved, seconded by Councilmember Garza to approve Resolution No. 2025-57. Motion carried unanimously.

Resolution No. 2025-58: A Resolution of the City Council of the City of Toppenish, Washington, Declaring Certain Property a Blighted Property and Declaring the Intent to Condemn said Property Pursuant to RCW 35.80A.

Audio did not pick up the motion; however, Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-58. Motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:08 p.m.

____
ELPIDIA SAAVEDRA, MAYOR

____
LINDA FINLEY, CITY CLERK PRO TEM

Check Report

City of Toppenish, WA

By Check Number

Date Range: 07/28/2025 - 09/09/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
11710	ODP Business Solutions, LLC	07/28/2025	Regular	0	-125.88	37470
12664	Tyler Technologies Inc.	07/28/2025	Regular	0	-942.5	37483
12867	Weinmann, Gene E.	07/28/2025	Regular	0	-1980.44	37490
10067	Alba Enterprises	08/11/2025	Regular	0	-160	37508
10099	Amazon Capital Services	08/11/2025	Regular	0	-881.84	37509
314273475	CenturyLink	08/11/2025	Regular	0	-782.66	37513
10443	Chandler Distributing Co. Inc.	08/11/2025	Regular	0	-349.79	37514
10445	Charter Communications	08/11/2025	Regular	0	-867.37	37515
13100	CKJT Architects, pllc	08/11/2025	Regular	0	-9087	37519
13138	Clarion Events, Inc.	08/11/2025	Regular	0	-4271.4	37520
10487	Coastal Farm and Home Supply	08/11/2025	Regular	0	-225.22	37521
10544	Correct Equipment, Inc.	08/11/2025	Regular	0	-260.28	37522
10663	DeVries Business Records Management, Inc.	08/11/2025	Regular	0	-376	37523
10728	EarthCam, Inc.	08/11/2025	Regular	0	-375	37525
10741	Elite Towing and Recovery, LLC.	08/11/2025	Regular	0	-1780.45	37526
10744	Elpidia Saavedra	08/11/2025	Regular	0	-1037	37527
10955	GMP Consultants LLC	08/11/2025	Regular	0	-2312.5	37528
11039	H.D. Fowler Co., Inc.	08/11/2025	Regular	0	-8588.56	37530
11108	Howard's Tire Factory Inc	08/11/2025	Regular	0	-526.77	37531
11135	Ideal Lumber & Hardware, Inc.	08/11/2025	Regular	0	-385.81	37532
11156	Intermedia.net Inc.	08/11/2025	Regular	0	-142.94	37533
11157	Intermountain Cleaning Service, Inc.	08/11/2025	Regular	0	-5155	37534
11206	James Andrews	08/11/2025	Regular	0	-3000	37535
11252	Jose Sanchez-Castro	08/11/2025	Regular	0	-125	37536
11586	Moon Security Service, Inc.	08/11/2025	Regular	0	-165.03	37538
11629	N-able Technologies LTD	08/11/2025	Regular	0	-63.91	37539
11660	North Central Laboratories	08/11/2025	Regular	0	-254.05	37540
11710	ODP Business Solutions, LLC	08/11/2025	Regular	0	-12.5	37542
Finance/All Other De	Pacific Power & Light Co.	08/11/2025	Regular	0	-39362.15	37545
11934	Rathbun Iron Works, Inc.	08/11/2025	Regular	0	-29.15	37546
12376	SHC Medical Center Toppenish	08/11/2025	Regular	0	-3472.79	37549
12489	Stripe Rite Inc.	08/11/2025	Regular	0	-2500	37551
12549	The Bunker Tri-Cities LLC	08/11/2025	Regular	0	-406.37	37553
12637	Traffic Safety Supply Co Inc.	08/11/2025	Regular	0	-7366.08	37555
12639	TransUnion Risk and Alternative Data Solution:	08/11/2025	Regular	0	-270.02	37556
12664	Tyler Technologies Inc.	08/11/2025	Regular	0	-2465	37558
12751	VESTIS	08/11/2025	Regular	0	-32.42	37561
12931	Workhub Software Inc.	08/11/2025	Regular	0	-45	37565
12982	Yakima County Fire District 5	08/11/2025	Regular	0	-75723.95	37566
10728	EarthCam, Inc.	08/11/2025	Regular	0	-375	37655
10728	EarthCam, Inc.	08/11/2025	Regular		375	37655
10067	Alba Enterprises	08/11/2025	Regular	0	160	37645
10099	Amazon Capital Services	08/11/2025	Regular	0	881.84	37646
314273475	CenturyLink	08/11/2025	Regular	0	782.66	37647
10443	Chandler Distributing Co. Inc.	08/11/2025	Regular	0	349.79	37648
10445	Charter Communications	08/11/2025	Regular	0	867.37	37649
13100	CKJT Architects, pllc	08/11/2025	Regular	0	9087	37650
13138	Clarion Events, Inc.	08/11/2025	Regular	0	4271.4	37651
10487	Coastal Farm and Home Supply	08/11/2025	Regular	0	225.22	37652
10544	Correct Equipment, Inc.	08/11/2025	Regular	0	260.28	37653
10663	DeVries Business Records Management, Inc.	08/11/2025	Regular	0	376	37654
10741	Elite Towing and Recovery, LLC.	08/11/2025	Regular	0	1780.45	37656
10744	Elpidia Saavedra	08/11/2025	Regular	0	1037	37657
11039	H.D. Fowler Co., Inc.	08/11/2025	Regular	0	8588.56	37658
11135	Ideal Lumber & Hardware, Inc.	08/11/2025	Regular	0	385.81	37659
11156	Intermedia.net Inc.	08/11/2025	Regular	0	142.94	37660
11157	Intermountain Cleaning Service, Inc.	08/11/2025	Regular	0	5155	37661
11206	James Andrews	08/11/2025	Regular	0	3000	37662

11252	Jose Sanchez-Castro	08/11/2025	Regular	0	125	37663
11586	Moon Security Service, Inc.	08/11/2025	Regular	0	165.03	37664
11629	N-able Technologies LTD	08/11/2025	Regular	0	63.91	37665
11660	North Central Laboratories	08/11/2025	Regular	0	254.05	37666
11710	ODP Business Solutions, LLC	08/11/2025	Regular	0	12.5	37667
Finance/All Other De	Pacific Power & Light Co.	08/11/2025	Regular	0	39362.15	37668
11934	Rathbun Iron Works, Inc.	08/11/2025	Regular	0	29.15	37669
12376	SHC Medical Center Toppenish	08/11/2025	Regular	0	3472.79	37670
12489	Stripe Rite Inc.	08/11/2025	Regular	0	2500	37671
12549	The Bunker Tri-Cities LLC	08/11/2025	Regular	0	406.37	37672
12637	Traffic Safety Supply Co Inc.	08/11/2025	Regular	0	7366.08	37673
12639	TransUnion Risk and Alternative Data Solution:	08/11/2025	Regular	0	270.02	37674
12664	Tyler Technologies Inc.	08/11/2025	Regular	0	2465	37675
12751	VESTIS	08/11/2025	Regular	0	32.42	37676
12982	Yakima County Fire District 5	08/11/2025	Regular	0	75723.95	37677
12664	Tyler Technologies Inc.	07/28/2025	Regular	0	942.5	37678
12867	Weinmann, Gene E.	07/28/2025	Regular	0	1980.44	37679
10728	EarthCam, Inc.	08/11/2025	Regular	0	375	37681
10955	GMP Consultants LLC	08/11/2025	Regular	0	2312.5	37682
12931	Workhub Software Inc.	08/11/2025	Regular	0	45	37683
11710	ODP Business Solutions, LLC	07/28/2025	Regular	0	125.88	37684
11108	Howard's Tire Factory Inc	08/11/2025	Regular	0	50.17	37685
10067	Alba Enterprises	09/08/2025	Regular	0	240	37692
10099	Amazon Capital Services	09/08/2025	Regular	0	298.17	37693
10120	Anatek Labs, Inc.	09/08/2025	Regular	0	225	37694
10325	Budget Septic LLC	09/08/2025	Regular	0	1320.55	37695
10403	CDW Government	09/08/2025	Regular	0	14950.32	37696
13147	Center for Internet Security, Inc.	09/08/2025	Regular	0	995	37697
10412	Central Machinery Sales, Inc.	09/08/2025	Regular	0	587.7	37698
10420	Central Valley Truck Driving School LLC	09/08/2025	Regular	0	3475	37699
10445	Charter Communications	09/08/2025	Regular	0	867.37	37700
10456	Cintas Corporation #605	09/08/2025	Regular	0	543.65	37701
10467	City of Sunnyside - Finance Dept.	09/08/2025	Regular	0	5929.24	37702
10468	City of Toppenish	09/08/2025	Regular	0	13060.54	37703
10542	Corporate Billing, LLC	09/08/2025	Regular	0	1812.85	37704
13098	Culton Consulting LLC	09/08/2025	Regular	0	3000	37705
10663	DeVries Business Records Management, Inc.	09/08/2025	Regular	0	128	37706
10697	Dobbs Truck Group - Corporate	09/08/2025	Regular	0	22.92	37707
10707	Douglas Towing	09/08/2025	Regular	0	320.76	37708
10728	EarthCam, Inc.	09/08/2025	Regular	0	375	37709
10747	Elwood Staffing Services, Inc.	09/08/2025	Regular	0	978.91	37710
10886	Galls, Inc.	09/08/2025	Regular	0	30.95	37711
10955	GMP Consultants LLC	09/08/2025	Regular	0	1687.5	37712
10624	Gordon Thomas Honeywell Government Relati	09/08/2025	Regular	0	3000	37713
11003	Granite Construction Company	09/08/2025	Regular	0	3824.33	37714
11039	H.D. Fowler Co., Inc.	09/08/2025	Regular	0	358.56	37715
11108	Howard's Tire Factory Inc	09/08/2025	Regular	0	573.47	37716
11135	Ideal Lumber & Hardware, Inc.	09/08/2025	Regular	0	583.39	37717
11157	Intermountain Cleaning Service, Inc.	09/08/2025	Regular	0	668.73	37718
11206	James Andrews	09/08/2025	Regular	0	3000	37719
13146	John Cervera	09/08/2025	Regular	0	79.5	37720
13133	Jonathan Schwarder	09/08/2025	Regular	0	16	37721
11336	Lab Test	09/08/2025	Regular	0	475	37722
11368	LEAF Capital Funding LLC	09/08/2025	Regular	0	2132.67	37723
11332	L-P Body Shop, Inc.	09/08/2025	Regular	0	389.88	37724
11586	Moon Security Service, Inc.	09/08/2025	Regular	0	68.84	37725
11629	N-able Technologies LTD	09/08/2025	Regular	0	55.54	37726
11710	ODP Business Solutions, LLC	09/08/2025	Regular	0	35.54	37727
11699	O'Reilly Auto Parts	09/08/2025	Regular	0	61.97	37728
11838	Pitney Bowes Global Financial Services	09/08/2025	Regular	0	505.98	37729
11865	Precision Ag Repair Inc.	09/08/2025	Regular	0	413.38	37730
11934	Rathbun Iron Works, Inc.	09/08/2025	Regular	0	86.39	37731
13143	Safe Restraints, Inc.	09/08/2025	Regular	0	1657.12	37732
12293	Safelite Fulfillment, Inc.	09/08/2025	Regular	0	100.44	37733
12376	SHC Medical Center Toppenish	09/08/2025	Regular	0	9894.82	37734
12384	Sholtys, John	09/08/2025	Regular	0	67.45	37735
12424	Solid Waste Division	09/08/2025	Regular	0	21387.47	37736

12549	The Bunker Tri-Cities LLC	09/08/2025	Regular	0	416.27	37737
12559	The Print Guys	09/08/2025	Regular	0	446.14	37738
12639	TransUnion Risk and Alternative Data Solution:	09/08/2025	Regular	0	135.01	37739
12664	Tyler Technologies Inc.	09/08/2025	Regular	0	3378.5	37740
13088	Valley Asphalt Sealing, Inc.	09/08/2025	Regular	0	757.4	37741
12727	Vanderhoof, Jordan	09/08/2025	Regular	0	49.05	37742
12751	VESTIS	09/08/2025	Regular	0	16.21	37743
12867	Weinmann, Gene E.	09/08/2025	Regular	0	1981.48	37744
12931	Workhub Software Inc.	09/08/2025	Regular	0	42	37745
13002	Yakima Humane Society	09/08/2025	Regular	0	1000	37746
13007	Yakima Regional Clean Air Agency	09/08/2025	Regular	0	1197.5	37747
13029	Yakima Waste Systems, Inc.	09/08/2025	Regular	0	47.9	37748
123	Washington State Department of Revenue	08/25/2025	Bank Draft	0	27962.56	DFT0000181
11839	Pitney Bowes Inc.	08/25/2025	Bank Draft	0	2500	DFT0000183

Bank Code AP Claims Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	97	0.00	285559.59
Manual Checks	0	0	0.00	0
Voided Checks	0	40	0.00	-176,282.83
Bank Drafts	0	2	0.00	30,462.56
EFT's	0	0	0.00	0
			0.00	**139,739.32**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	09/08/2025	Bank Draft	0	11852	DFT0000182

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	11,852.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**11,852.00**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	97	0.00	285,559.59
Manual Checks	0	0	0.00	0
Voided Checks	0	40	0.00	-176,282.83
Bank Drafts	3	3	0.00	42,314.56
EFT's	0	0	0.00	0
	462	**297**	**0.00**	**151,591.32**

Accounts Payable Checks 37645-37679 and 37681-37685 and 37692-37748, DFT181-DFT183, and voided NR37509, NR37513-NR37515, NR37519-NR37523, NR37525-NR37527, NR37530, NR37532-NR37536, NR37538-NR37540, N

NR37546, NR37549, NR37551, NR37553, NR37555, NR37556, NR37558, NR37561, NR37566, NR37483, NR37490, NR37655, NR37565 and NR37531.

I, undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or th as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full c of a contractual obligation, and that the claim is a just, due unpaid obligation against the City of Toppenish, and that I am aut authenticate and certify to said claim.

______________________________________ September 04,2025

Adam Vaughn, Finance Director

Payroll Check Register
Payroll for Period: 8/16-8/31, 2025

Description	Payment Type	Payment Number	Amount
Washington Teamsters Welfare Trust	Regular	Void 37438	($2,476.80)
Washington Teamsters Welfare Trust	Regular	37680	$2,476.80
Ron Hull	Regular	37686	$364.14
Benefits Only	Regular	37687-37691	$0.00
City of Toppenish - Longevity	Regular	37749	$395.00
Toppenish Police Officer Association	Regular	37750	$735.00
Treasurer IAFF #2328	Regular	37751	$407.50
United Way Of Yakima Co.	Regular	37752	$3.00
Aflac (EFT)	Bank Draft	DFT0000184	$39.69
Aflac (EFT)	Bank Draft	DFT0000185	$152.08
Washington St Support Registry (EFT)	Bank Draft	DFT0000186	$596.95
MissionSquare (EFT)	Bank Draft	DFT0000187	$6,081.44
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000188	$1,941.13
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000189	$21,928.90
Internal Revenue Service (EFT)	Bank Draft	DFT0000190	$40,878.72
ACH Payroll 8/16-8/31, 2025	Bank Draft	ACH Payroll	$124,946.89
	Grand Total		**$198,470.44**

Payroll Checks

Payroll Checks 37680, 37686-37691, 37749-37752, Electronic Transfers DFT0000184-DFT0000190, and Void Check 37438.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.

Adam Vaughn, Finance Director

September 4, 2025
Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-74

Meeting Date:	September 8, 2025
Subject:	AB 25-74: [Proposed] Resolution No. 2025-59 Selecting Interwest Construction, Inc. for the Rentschler Lane Improvement Project.
Attachments:	1. Resolution No. 2025-59 GC Contract for Rentschler 2. Interwest Award Recommendation 3. Interwest Bid Summary
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish (City) will be receiving funds from the Yakima County Development Associations's (YCDA's) Supporting Investments in Economic Development (SIED) grant program in the amount of $290,000.00. This money is obligated to be used for the construction of right-of-way (ROW) improvements on Rentschler Lane to meet the development requirements for the Busy Bee's Child Development Center located at 801 Guyette Avenue. The City has worked with our consultant, HLA Engineering and Land Surveying, Inc., to obtain the funding and select a contractor to complete the work. Work associated with the project includes:

- Roadway paving
- Sidewalk construction
- Installation of a new streetlight
- Extension of new water main
- Extension of sewer/storm main
- Installation of a new fire hydrant

The City published an advertisement soliciting bids for the project on August 13, 2025 in the Sunnyside sun and received several different bid documents. On August 28, 2025 the bids were opened at City Hall and the selected desirable bid was received from Interwest Construction Inc., with the project cost being $216,787.60.

Fiscal Impact:

None. Project is fully funded through YCDA SIED grant funds.

Recommendation:

Approve Resolution 2025-59, approving construction bid from Interwest Construction

Inc. for the Rentschler Lane Improvements project.

Alternatives:

RESOLUTION NO. 2025-59

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING AND ACCEPTING THE CONSTRUCTION BID/QUOTE FROM INTERWEST CONSTRUCTION, INC., LLC FOR RENTSCHLER LANE RIGHT OF WAY IMPROVEMENTS IN TOPPENISH, WA.

WHEREAS, the City of Toppenish (City) has been working with Yakima County Development Association (YCDA) to obtain funding to construct right-of-way (ROW) improvements on Rentschler Lane in Toppenish, WA; and

WHEREAS, the City will be receiving $290,000 in Supporting Investments in Economic Development (SEID) grant funding for the project; and

WHEREAS, the City advertised for bid submittals for the proposed work and received multiple bid documents; and

WHEREAS, Interwest Construction Inc. submitted the most desirable bid for the work; and

WHEREAS, Interwest Construction Inc. is a professional construction company with the staff and expertise to read and follow plans, install roadway improvements, and meet essential specifications for the Rentschler Lane project; and

WHEREAS, the City Council finds that it is in the best interest of the City to accept the bid of said contractor and enter into a contract with Interwest Construction, Inc., for the general contracting services for the Rentschler Lane improvement project,

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

<u>Section 1. Approval</u>: The Construction bid/quote of $216,787.60 from Interwest Construction Inc. for the Rentschler Lane improvement project is approved and accepted by the City of Toppenish and the City Manager is authorized and directed to execute appropriate agreements and documents consistent therewith on behalf of the City.

<u>Section 2. Corrections</u>: The City Clerk is authorized to make necessary corrections to this Resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering, and any references thereto.

<u>Section 3. Effective Date</u>: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 8, 2025.

____

ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

2803 River Road, Yakima, WA 98902
Office: (509) 966-7000
hlacivil.com

August 28, 2025

City of Toppenish
21 W First Ave
Toppenish, WA 98948

Attn: Elpidia Saavedra, Mayor

Re: City of Toppenish
Rentschler Lane Improvements
HLA Project No. 25098
Recommendation of Award

Dear Mayor Saavedra:

The bid opening for the above-referenced project was held at City Council Chambers at 11:00 a.m. on Thursday, August 28, 2025. A total of seven (7) bids were received with the low bid of $216,787.60, being offered by Interwest Construction, Inc., of Burlington, Washington. This low bid is approximately twelve (12%) percent below the Engineer's Estimate of $247,745.69.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Toppenish award a construction contract to Interwest Construction, Inc., in the amount of $216,787.60. Please send us a copy of the City of Toppenish Council meeting minutes authorizing the award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Sincerely,

Marla Meza

Digitally signed by Marla Meza
Date: 2025.08.28 16:17:25-07'00'

Marla E. Meza, PE

MEM/jdb

Enclosures

Copy: Andrew Hattori, Dan Ford (City of Toppenish)
Taylor Denny, Angie Ringer, Jodi Smith (HLA)

BID SUMMARY

Owner: City of Toppenish
Project: Rentschler Lane Improvements
HLA Project No.: 25098
Bid Opening Date: August 28, 2025

							BIDDER NO. 1		**BIDDER NO. 2**		**BIDDER NO. 3**	
							Interwest Construction, Inc. *609 North Hill Blvd.* *Burlington, WA 98233*		*Ken Leingang Excavating, Inc.* *117 N. 27th Ave* *Yakima, WA 98902*		*Ascent Foundation & More, LLC* *106 N. Peoh Ave, Suite C* *Cle Elum, WA 98922*	
ITEM NO.	**SCH.**	**DESCRIPTION**	**QTY.**	**UNIT**	**ENGINEER'S ESTIMATE**							
					UNIT PRICE	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1	A	Minor Change	Est.	FA	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
2	A	Mobilization	---	LS	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00	$ 22,500.00	$ 22,500.00	$ 15,000.00	$ 15,000.00
3	A	Project Temporary Traffic Control	---	LS	$ 20,000.00	$ 20,000.00	$ 12,450.00	$ 12,450.00	$ 12,250.00	$ 12,250.00	$ 4,200.00	$ 4,200.00
4	A	Clearing and Grubbing	---	LS	$ 5,000.00	$ 5,000.00	$ 450.00	$ 450.00	$ 4,225.00	$ 4,225.00	$ 2,200.00	$ 2,200.00
5	A	Unclassified Excavation Incl. Haul	220	CY	$ 55.00	$ 12,100.00	$ 38.00	$ 8,360.00	$ 59.25	$ 13,035.00	$ 100.00	$ 22,000.00
6	A	Crushed Surfacing Base Course	230	TON	$ 50.00	$ 11,500.00	$ 44.00	$ 10,120.00	$ 42.00	$ 9,660.00	$ 75.00	$ 17,250.00
7	A	Crushed Surfacing Top Course	105	TON	$ 80.00	$ 8,400.00	$ 73.00	$ 7,665.00	$ 80.00	$ 8,400.00	$ 100.00	$ 10,500.00
8	A	HMA Cl. 1/2-Inch PG 64H-28	120	TON	$ 150.00	$ 18,000.00	$ 192.00	$ 23,040.00	$ 187.75	$ 22,530.00	$ 215.00	$ 25,800.00
9	A	Storm Sewer Pipe 12 In. Diam.	55	LF	$ 90.00	$ 4,950.00	$ 70.00	$ 3,850.00	$ 148.50	$ 8,167.50	$ 150.00	$ 8,250.00
10	A	Underdrain Pipe Infiltration Trench System 12 In. Diam.	50	LF	$ 200.00	$ 10,000.00	$ 250.00	$ 12,500.00	$ 195.00	$ 9,750.00	$ 190.00	$ 9,500.00
11	A	Catch Basin Type 2 48 In. Diam.	1	EA	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00	$ 4,250.00	$ 4,250.00	$ 4,500.00	$ 4,500.00
12	A	Catch Basin Type 1	2	EA	$ 3,000.00	$ 6,000.00	$ 2,650.00	$ 5,300.00	$ 2,150.00	$ 4,300.00	$ 1,600.00	$ 3,200.00
13	A	Select Backfill, as Directed	40	CY	$ 80.00	$ 3,200.00	$ 37.00	$ 1,480.00	$ 47.00	$ 1,880.00	$ 195.00	$ 7,800.00
14	A	Shoring or Extra Excavation	50	LF	$ 2.00	$ 100.00	$ 1.00	$ 50.00	$ 1.00	$ 50.00	$ 2.00	$ 100.00
15	A	Erosion Control and Water Pollution Prevention	---	LS	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 350.00	$ 350.00	$ 200.00	$ 200.00
16	A	Landscape Restoration	Est.	FA	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
17	A	Cement Conc. Traffic Curb and Gutter	200	LF	$ 75.00	$ 15,000.00	$ 65.00	$ 13,000.00	$ 75.75	$ 15,150.00	$ 75.00	$ 15,000.00
18	A	Cement Conc. Curb Ramp	2	EA	$ 4,000.00	$ 8,000.00	$ 3,300.00	$ 6,600.00	$ 3,380.00	$ 6,760.00	$ 3,000.00	$ 6,000.00
19	A	Cement Conc. Sidewalk 4-Inch Thick	80	SY	$ 120.00	$ 9,600.00	$ 91.00	$ 7,280.00	$ 112.50	$ 9,000.00	$ 110.00	$ 8,800.00
20	A	Mailbox Support, Type 1	1	EA	$ 1,000.00	$ 1,000.00	$ 1,250.00	$ 1,250.00	$ 850.00	$ 850.00	$ 2,000.00	$ 2,000.00
21	A	Junction Box Type 1	1	EA	$ 3,000.00	$ 3,000.00	$ 1,650.00	$ 1,650.00	$ 700.00	$ 700.00	$ 1,300.00	$ 1,300.00
22	A	Conduit Pipe 2 In. Diam.	65	LF	$ 75.00	$ 4,875.00	$ 68.00	$ 4,420.00	$ 38.50	$ 2,502.50	$ 46.00	$ 2,990.00
23	A	Permanent Signing	---	LS	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 250.00	$ 250.00	$ 900.00	$ 900.00
24	A	Pavement Markings	---	LS	$ 5,000.00	$ 5,000.00	$ 4,350.00	$ 4,350.00	$ 4,250.00	$ 4,250.00	$ 4,300.00	$ 4,300.00
25	B	Minor Change	Est.	FA	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
26	B	Shoring or Extra Excavation	180	LF	$ 2.00	$ 360.00	$ 1.00	$ 180.00	$ 1.00	$ 180.00	$ 2.00	$ 360.00
27	B	Select Backfill, as Directed	10	CY	$ 80.00	$ 800.00	$ 35.00	$ 350.00	$ 47.00	$ 470.00	$ 170.00	$ 1,700.00
28	B	PVC Pipe for Water Main 12 In. Diam.	160	LF	$ 170.00	$ 27,200.00	$ 170.00	$ 27,200.00	$ 195.00	$ 31,200.00	$ 150.00	$ 24,000.00
29	B	D.I. Pipe for Water Main 6 In. Diam.	20	LF	$ 160.00	$ 3,200.00	$ 105.00	$ 2,100.00	$ 86.50	$ 1,730.00	$ 220.00	$ 4,400.00
30	B	Butterfly Valve 12 In.	1	EA	$ 4,500.00	$ 4,500.00	$ 5,100.00	$ 5,100.00	$ 4,850.00	$ 4,850.00	$ 3,500.00	$ 3,500.00
31	B	Gate Valve 6 In.	1	EA	$ 4,500.00	$ 4,500.00	$ 2,350.00	$ 2,350.00	$ 2,100.00	$ 2,100.00	$ 1,700.00	$ 1,700.00
32	B	Hydrant Assembly	1	EA	$ 10,000.00	$ 10,000.00	$ 6,200.00	$ 6,200.00	$ 5,575.00	$ 5,575.00	$ 6,000.00	$ 6,000.00

BID SUMMARY							BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Toppenish Project: Rentschler Lane Improvements HLA Project No.: 25098 Bid Opening Date: August 28, 2025							*Interwest Construction, Inc.* *609 North Hill Blvd.* *Burlington, WA 98233*		*Ken Leingang Excavating, Inc.* *117 N. 27th Ave* *Yakima, WA 98902*		*Ascent Foundation & More, LLC* *106 N. Peoh Ave, Suite C* *Cle Elum, WA 98922*	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE							
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
		Schedule A - Bid Subtotal				$ 183,225.00		$ 160,815.00		$ 170,810.00		$ 181,790.00
		Schedule A - 3% Tero Fee				$ 5,496.75		$ 4,824.45		$ 5,124.30		$ 5,453.70
		SCHEDULE A - TOTAL				$ 188,721.75		$ 165,639.45		$ 175,934.30		$ 187,243.70
		Schedule B - Bid Subtotal				$ 53,060.00		$ 45,980.00		$ 48,605.00		$ 44,160.00
		Schedule B - 3% Tero Fee				$ 1,591.80		$ 1,379.40		$ 1,458.15		$ 1,324.80
		Schedule B - 8% Sales Tax				$ 4,372.14		$ 3,788.75		$ 4,005.05		$ 3,638.78
		SCHEDULE B - TOTAL				$ 59,023.94		$ 51,148.15		$ 54,068.20		$ 49,123.58
		SCHEDULES A AND B BID TOTAL				$ 247,745.69		$ 216,787.60		$ 230,002.50		$ 236,367.28

ENGINEER'S REPORT

Competitive bids were opened August 28, 2025. All bids have been reviewed by this office.

We recommend the contract be awarded to: Interwest Construction, Inc..

Marla Meza
Digitally signed by Marla Meza
Date: 2025.08.28 16:14:26-07'00'

Project Engineer **Date**

*Bid results can be found at: hlacivil.com

ADDITIONAL BID TOTALS

BIDDER	BID TOTAL
American Rock Products	$ 244,817.90
Granite Construction Company	$ 256,831.32
H&H Construction Solutions, LLC	$ 270,638.27
Prime X Construction	Non-Responsive

*Highlighted amounts have been corrected.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-75

Meeting Date:	September 8, 2025
Subject:	AB 25-75: [Proposed] Resolution No. 2025-60 Approving HLA Task Order No. 2025-06 for Project Management Associated with Private Development.
Attachments:	1. Resolution No. 2025-60 HLA Task Order No 2025-06 2. HLA Task Order No 2025-06 Astria Project Management
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish (City) requires any project that involves the modification of right-of-way (ROW) to follow specific requirements and standards to ensure that adequate facilities are maintained to support existing and future residences and businesses. From time to time, projects will be required to upgrade or install new facilities within the City's ROW, this may include sidewalks, pavement, fire hydrants, streetlights, utilities, etc. As a part of the development process for these improvements, applicants and developers are required to attend Pre-Construction meetings and regularly have their construction work monitored and inspected to ensure compliance with approved plans and construction procedures.

Currently, the City does not have sufficient staffing to provide these services and must contract with consulting firms to conduct this work. As the City currently has a General Consulting contract with HLA Engineering and Land Surveying, Inc., the City has engaged them to provide these services. The attached Task Order No. 2025-06 sets a limit of $75,000.00 for the project services, but it is not expected to total to this amount, it is only set to this value to ensure that should the worse case occur that we can operate under the Task Order without an amendment. It should be noted that the Toppenish Design and Construction Standards require that all funds expended for these services shall be the applicant/developer's responsibility to pay.

While this requirement applies to all private development projects reviewed by the City of Toppenish, the immediate need for this task order was prompted by the private development proposed by Astria Hospital. As with all private development, the developer will be responsible for covering all associated costs.

Fiscal Impact:

None. All expenditures for the services are to be paid by the applicant or developer.

Recommendation:
Approve Resolution 2025-60 authorizing the City Manager to sign Task Order No. 2025-06 engaging HLA Engineering and Land Surveying, Inc., for project management services.

Alternatives:

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING THE TASK ORDER 2025-06 WITH HLA ENGINEERING AND LAND SURVEYING, INC. FOR PROJECT MANAGEMENT AND CONSTRUCTION ENGINEERING SERVICES.

WHEREAS, the City of Toppenish (hereinafter the "City") has entered into an agreement with HLA Engineering and Land Surveying Inc. (HLA) for engineering services; and

WHEREAS, the City requires development projects to follow specific standards for construction and be inspected at proper intervals; and

WHEREAS, the City is in need of professional engineering and project management services for the management, oversight, and inspections of the Astria Hospital project; and

WHEREAS, HLA is a professional engineering firm with staff expertise to provide the services required for this project for an amount not to exceed $75,000.00,

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

Section 1. Approval: Task Order 2025-06 between HLA and the City of Toppenish outlining the scope of work for the management, oversight, and inspection services for the Astria Hospital development projects is approved, and the City Manager is authorized and directed to execute said agreement on behalf of the City.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering, and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 8, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

TASK ORDER NO. 2025-06

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Astria Hospital Public Infrastructure - Construction Engineering
HLA Project No. 25165C

The City of Toppenish (CITY) approved the installation of new infrastructure at Astria Hospital (Astria) within the CITY, including water main, sidewalks, curb and gutter, and road improvements. The CITY desires construction of infrastructure to be observed to confirm that work is performed in compliance with the approved plans and specifications and per the CITY's Construction Standards. The CITY has engaged HLA Engineering and Land Surveying, Inc. (HLA), to perform construction observation. The CITY will invoice Astria (Developer) for reimbursement of work performed.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional services for the Astria Hospital Public Infrastructure - Construction Engineering (PROJECT). HLA services shall include the following.

1.0 Construction Engineering

1.1 Administer a preconstruction meeting with the CITY and Developer.

1.2 Review material submittals provided by the Developer as required by the project specifications.

1.3 Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications. The anticipated duration of construction is forty (40) working days. It is projected that the resident engineer will be on site for approximately 70% of the working days.

1.4 Communicate construction progress to the CITY and provide weekly updates via email.

1.5 Attend periodic construction meetings, as necessary.

1.6 Prepare Inspector's Daily Reports (IDRs) for the PROJECT and provide them to the CITY at PROJECT completion. The resident engineer will prepare an IDR for the day(s) they are on site.

1.7 Conduct final walkthrough inspection and prepare list of items (punchlist) to be corrected by the Developer.

1.8 Make a recommendation to the CITY for approval of construction.

Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the construction of the PROJECT.
- Examine all documents presented by HLA and provide any written decisions within a reasonable time so as not to delay the work of HLA.
- The CITY shall arrange for safe access to, and make all provisions for, HLA to enter upon public property as required for HLA to perform services in this Task Order.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Construction Engineering

Construction engineering shall begin upon HLA's construction engineering contract approval by the CITY and extend through recommendation to the CITY of project acceptance. The schedule will be as follows.

1.1 Construction is anticipated to occur between August 18, 2025, and October 10, 2025, involving forty (40) working days. If Developer construction work requires more than 70% on-site observation or beyond the maximum budgeted amount, then an amendment to this task order will be executed by the CITY as additional work required by HLA.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fee as set forth herein. The amount listed below may be revised only by written agreement of both parties.

1.0 Construction Engineering

Work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses up to a maximum amount of $75,000 without the written agreement of both parties.

Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will provide additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Signatures are on the following page.

Proposed: ______________________________ ______________

HLA Engineering and Land Surveying, Inc. Date
Benjamin A. Annen, PE, Vice President

Approved: ______________________________ ______________

City of Toppenish Date
Dan Ford, City Manager

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-76

Meeting Date:	September 8, 2025
Subject:	AB 25-76: [Proposed] Resolution No. 2025-61 Adopting an Electronic Funds Transfer Policy
Attachments:	1. Resolution No. 2025-61 Electronic Funds Transfer Policy 2. EFT Policy
Presented By:	Adam Vaughn, Finance Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City utilizes electronic payment methods for a variety of payment items, including the majority of its payroll process. As the Finance Department works to improve efficiency by transitioning more payments to electronic methods, it is essential to have processes and procedures in place to ensure the transition is safe and effective.

This policy includes:

- Reiteration of payments still needing Council Approval
- Validation of information through person or phone
- Confirmation of the information by more than one individual
- Segregation of duties to ensure checks are in place and opportunity for fraud is limited
- Banking checks in place to ensure information matches Council Approval, the Financial System, and Money going out
- Process for collecting sensitive information and storing it securely

Fiscal Impact:

Recommendation:

Approve Resolution No. 2025-61 adopting Electronic Funds Transfer Policy 02-2025.

Alternatives:

RESOLUTION NO. 2025-61

A RESOLUTION ADOPTING AN ELECTRONIC FUNDS TRANSFER POLICY FOR THE CITY OF TOPPENISH, WASHINGTON

WHEREAS, the City of Toppenish recognizes the use of various electronic payment methods as a safe and efficient method to process certain disbursements, and

WHEREAS, the City of Toppenish is committed to establishing controls and procedures for the utilization of electronic funds transfers (EFTs),

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AS FOLLOWS:

Section 1. Approval of Electronic Funds Transfer Policy. The City of Toppenish hereby adopts Electronic Funds Policy No. 02-2025.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering, and any references thereto.

Section 3. Effective Date: This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 8, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
LINDA FINLEY, City Clerk Po Tem

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

EFT Policy No. 02-2025
City of Toppenish
Electronic Funds Transfer (EFT) Policy and Procedures

Policy Statement:
The City of Toppenish recognizes the use of various electronic payment methods as a safe and efficient method to process certain disbursements. The City of Toppenish is committed to establishing controls and procedures for the utilization of electronic funds transfers (EFTs). This policy provides a framework of procedures to ensure that proper protocols are followed, and that applicable oversight is in place for the use of EFTs.

Purpose:
The primary goal of this policy is to ensure Electronic Funds Transfers (EFTs) are initiated, executed and approved in a secure manner. This policy establishes general guidelines for using EFTs including wire transfers for payables and receivables. The procedures outline what electronic funds transactions the City may engage in and the accounting procedures to be followed in accordance with RCW 39.58.750 and Washington State Auditors requirements.

General Guidelines:
The City of Toppenish utilizes EFTs for receipt of intergovernmental payments, grant payments, and other revenues where practical, and the transmittal of payroll, withholdings, tax deposits, bond payments, credit card processing fees, banking fees, real estate transactions, and other disbursements where practical or required. All EFT transactions will utilize the same procedures.

All EFT payments will be coordinated and submitted through the Finance Department. The Finance Director or his/her designee will approve all new requests and any changes to electronic funds transfer requests, ensuring that the payment is necessary, all required documentation is provided and appropriately approved, and that the request and banking account information is accurate and valid, and that the transaction is accurately recorded in the general ledger system.

All EFTs are subject to applicable Purchasing Policies and all other policies and procedures in relation to the purchase of goods and/or services.

Procedures:
The Finance Department is the only department authorized to initiate EFTs. Finance shall be responsible for the review of EFT requests to assure compliance, completeness, and proper general ledger recording. This method of payment will be used only when authorized by the Finance Director or his/her designee.

To promote the safety of City funds in the EFT environment, the following procedures will be used by all City employees involved in processing payments via EFTs:

- The procedure to initiate an EFT is subject to the same financial policies, procedures and controls that govern disbursement by any other payment method.
- **EFT transactions will not be made without proper authorization of affected parties in**

accordance with Federal and State statue and accepted business practices.

• Authentication of new EFT requests and changes to existing EFTs are required prior to the transactions being input in the computer-based banking system and includes the following steps:

1. Validate: All new electronic payment instruction requests received, even if the request is internal.
2. Contact: The supplier or requestor must be contacted directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions. Contact information known to be genuine must be used, such as the contact information in the master file or information collected from the original contract. The contact must confirm existing payment instructions on file prior to making changes to those instructions (i.e., current bank account name, number, and routing information).
3. Verify: The new information provided on the payment instructions must be verified with the known contact (i.e., contact bank to confirm correct account name, number, and routing information).
4. Confirm: At least two individuals in the finance department must review the information.
5. Document: The verification process that was followed must be documented to validate payment instructions. The person responsible for entering/updating instructions and the person approving the new/updated wire instructions must approve the record of verification.

• When ACH payments are approved, they will be set up in the master file database in the financial accounting system by individuals authorized to perform vendor maintenance.
• All invoices will be approved by the responsible department and entered into the financial accounting software by Accounts Payable.
• Transmission of the ACH file from financial system to bank will occur through secure single user account login by authorized Finance staff, verifying the number of EFT's submitted to the bank and that the total matches the report in the financial accounting system.
• Bank balances will be monitored daily for unusual or unexpected transactions.
• Reconciliation of banking activity will be accomplished in a timely manner with investigation and resolution of reconciling items. The City will ensure the State Auditor has access to files, records and documentation of all EFT transactions involving the City when required for the conduct of the statutory audit. Such information will also be supplied if the City changes banks.

Wire Transfers:
The Finance Department is the only department authorized to initiate wire transfers. Finance shall be responsible for the review of wire requests in order to assure compliance, completeness, and proper general ledger recording. This method of payment will be used only when authorized by the Finance Director or his/her designee.

The City will utilize security measures offered by Heritage Bank to prevent unauthorized individuals from initiating or modifying a wire transfer. On-line banking systems should only be used by employees with proper system credentials and separate banking user IDs.

All wire transfer requests, including back-up wire information, invoice or other supporting documents will be forwarded to those authorized in the Finance Department to initiate wires. The wire transfer request must include the name and address of the payee, and full payment instructions including banking information. The bank and invoice information must be verified and if there is an inconsistency with the information provided, the wire initiator will contact the initiating department or proper party to obtain additional or corrected information. If all information agrees with the documentation, the wire will be requested with the City's financial institution by the authorized Finance employee.

Wire transfers should only be used in payment of an obligation of the City on an emergency basis when the situation requires immediate funds to settle a transaction. If a more inexpensive mechanism can be used to effect payment of the obligation (i.e., Electronic Funds Transfer or paper check), the Finance Department shall reserve the right to effect payment with the more inexpensive mechanism. Exceptions to this must be pre-approved by Finance. This policy will be reviewed on an annual basis for accuracy and process verification.

The City Finance Director is authorized to make minor administrative changes to this policy, provided such changes are consistent with state and federal requirements.

ACH Payments to Vendors:
The procedure to initiate an ACH payment is subject to the same procedures and controls that govern disbursement by any other payment mechanism including a check payment. ACH transactions will not be made without proper authorization of affected parties.

Prior to a vendor receiving ACH payments for submitted invoices, a competed Direct Deposit Authorization Form must be submitted to Accounts Payable and will be approved by the Finance Department. The Finance Department will review the ABA number, bank account number, and name as shown on the supporting documentation. If all information on the form and the supporting documentation is correct the data is then recorded in the Vendor Record in the financial accounting system. The supporting documentation is then filed and stored in a secured office location. Any subsequent requests to change vendor banking information require a new Vendor ACH/Direct Deposit Authorization Form and will be confirmed directly via phone with the vendor by Accounts Payable.

The financial accounting system will generate an electronic file and an EFT check register report that will be used to complete the ACH transmission form. The ACH transmission form will be completed by the Finance Department and will be used to generate a standard ACH transmission file. The electronic generated banking file from the financial accounting system is electronically transmitted to the City's banking institution, authorizing the debit and credit of funds between banks.

Payroll Direct Deposit:
For the processing disbursements for payroll, each employee is required to complete a Direct Deposit Authorization Form. This form must contain bank information documentation in order to assure proper setup. Account documentation may include a voided check or a bank notification stating the bank's transit and routing number in addition to the employee's account number. The form is signed by the employee and provided to Human Resources. Account documentation is reviewed to ensure the information does not appear altered or manipulated in anyway. If evidence of such is present, the employee will be contacted to verify the information. In addition, if a void check which does not contain the employee's name is submitted, the employee will be contacted to verify the information. The outcome of these communications will be documented on the direct deposit form. Suspicious or fraudulent situations should be routed to the Human Resources Director. After the form has been reviewed for accuracy, the form will be given to Payroll. Information is entered from the form into the employee record within the payroll system. If an employee wishes to change direct deposit information, a new form must be completed and signed. This information is limited to Human Resources personnel and Finance staff responsible for payroll.

Payroll Withholding:
Toppenish currently pays certain invoices relating to payroll expenses through an EFT process. Upon completion of a payroll cycle, the vendor and invoice amount are identified. Through a secure single user account, payroll staff initiate an ACH payment on the vendor site for the specific amount identified for each payroll cycle. The information including vendor, disbursement amount, and payroll cycle is maintained along with a confirmation that the ACH disbursement was accepted by the vendor.

Internal Controls:
The following internal controls have been adopted to validate all available safety precautions are utilized:

- Implementation of bank offered security measures to prevent unauthorized individuals from initiating or modifying a transfer.
- Each user initiating or approving wire transfers must have a separate banking user id.
- Only setting up wire transfers for debt service payments, transfers between City bank accounts, and real property acquisitions, and other transactions as required, only with approval of the City Manager/Finance Director.
- Utilization of computer standards, policies and procedures to protect the computers and computing processes used for EFTs from computer malware.
- Ensuring a secure process for creating, securing, sending and authenticating direct deposit transmittal files to prevent unauthorized modification or submission.
- If banking fraud is discovered in the EFT process, the fraud must be reported to the Finance Director immediately. In the absence of the Finance Director, the Deputy Finance Director must be notified. The Finance Director must notify the City Manager of the possible fraud as

soon as possible after it is detected. Steps will be taken with Heritage Bank to mitigate the fraud and the appropriate entities will be notified as necessary.

- Individuals processing Payroll or Accounts Payable will work with a supervisor or peer to process the ACH files – they will avoid uploading it themselves. Every ACH payment file through the bank must be approved by a second individual.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-77

Meeting Date:	September 8, 2025
Subject:	AB 25-77: [Proposed] Resolution No. 2025-62 Approving HLA Task Order No. 2025-05 for Solids Handling Treatment Upgrade for Design Engineering and Construction Administration Services
Attachments:	1. Resolution No. 2025-62 Task Order 2025-05 Solids Handling Treatment Upgrade 2. Toppenish Task Order No. 2025-05 Solids Handling Treatment Upgrade 3. 24-25 COI - City of Toppenish
Presented By:	Dan Musgrave, Public Works Supervisor, / Mike Heit, HLA Engineering and Land Surveying
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The Wastewater Treatment Plant (WWTP) is without the ability to manage solids and produce biosolids due to failed equipment. Dryer equipment was pre-purchased and is scheduled to arrive later this year.

To operate the dryer, improvements to the electrical and gas piping systems are required. A new insulated building and building slab are also required to operate the dryer. The costs for the utility improvements and building are part of a funding package offered by the Public Works Board – Traditional Financing Program that the City will utilize for this effort.

The attached Task Order 2025-05 is for design engineering for the utility and building designs and to provide construction administration and observation services to meet Public Works Board requirements.

Work is currently ongoing due to the urgency of the improvements and all fees are reimbursable by the Public Works Board Traditional Financing Program.

Fiscal Impact:

$918,200 which will be accomplished by a Public Works Board low-intent loan.

Recommendation:

Approve Resolution No. 2025-62, authorizing the City Manager to execute Task Order 2025-05 with HLA Engineering and Land Surveying, Inc.

Alternatives:
Forward to next council meeting for further discussion.

RESOLUTION NO 2025-62

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, TO EXECUTE TASK ORDER 2025-05 SOLIDS HANDLING TREATMENT UPGRADE WITH HLA ENGINEERING AND LAND SURVEYING, INC. FOR DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES

WHEREAS, the processing method used to manage solid waste at the municipal wastewater treatment plant (WWTP) failed and City Staff have evaluated alternate options to manage solids;

WHEREAS, HLA Engineering and Land Surveying, Inc., recommended a biosolids dryer allowing the municipal wastewater treatment plant to produce a Type A Biosolid which can be used by natural selection farms as the preferred treatment option; and

WHEREAS, the preferred recommendation has been approved by the Department of Ecology and the Environmental Protection Agency; and

WHEREAS, the City of Toppenish pre-purchased the biosolids dryer equipment due to the long lead time; and

WHEREAS, a funding application was completed and approved by the Public Works Board Traditional Financing Program for the installation of the dryer, including utility improvements and a new building; and

WHEREAS, design engineering plans and construction administration services are required to complete the work and are reimbursable through the funding award; and

WHEREAS, the City Council finds and determined that authorizing the City Manager to execute a Task Order with HLA Engineering and Land Surveying Inc. (HLA) to prepare engineering documents consistent with the attached Task Order 2025-05 is in the best interest of the residents of the City of Toppenish and will promote the general health, safety, and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, as follows:

<u>SECTION 1. Approval:</u> The City Council of the City of Toppenish thereby authorizes the City Manager to execute Task Order 2025-05 with HLA Engineering and Land Surveying Inc. attached hereto, and act on behalf of the City of Toppenish.

<u>Section 2. Corrections</u>: The City Clerk is authorized to make necessary corrections to this Resolution, including, but not limited to, the correction of

scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering, and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

ADOPTED by the Toppenish City Council at its regular meeting held on September 8, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

HLA
Engineering and Land Surveying, Inc.

* TRANSMITTAL *

Date: July 3, 2025

Project No.: 25121E/C

To: City of Toppenish Public Works
408 Washington Avenue
Toppenish, WA 98948

Attention: Heidi Riojas
City Clerk

From: Stephanie J. Ray, PE

Re: City of Toppenish
Solids Handling Treatment Upgrade
Task Order No. 2025-05

We are sending you the following items:

One (1) Task Order Amendment Agreement

One (1) HLA Current Certificate of Insurance

Comment:

Heidi,

Attached for your review and consideration is a PDF of signed Task Order No. 2025-05 for the Solids Handling Treatment Upgrade project. If acceptable, please sign and date the Task Order, scan, and email the fully executed agreement to sray@hlacivil.com.

Also included is HLA's current Certificate of Insurance for your information.

We very much appreciate the opportunity to work with you and serve the City of Toppenish. If you have any questions or need additional information, please contact me at the above-referenced email address.

Thank you.

Copy to: ______________________ Signed: Stephanie

G:\Contracts & Task Orders\Toppenish\2025\Solids Handling Facility\2025-07-03 25121E Task Order No. 2025-05 Solids Handling Treatment Upgrade Trans.docx

TASK ORDER NO. 2025-05

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Solids Handling Treatment Upgrade
HLA Project No. 25121E/C

The City of Toppenish (CITY) will install a biosolids dryer system to dewater solids at the Wastewater Treatment Plant (WWTP) and produce Type A biosolids. The project includes a building to house the dryer equipment, along with its ancillary components, such as the control panel, ventilation, and condensate systems. The dryer building will nominally measure 30' x 54' to be located adjacent to the existing dewatering building. Utility extensions required to support the dryer include power and natural gas. It is anticipated that the existing power and gas services can accommodate the loading required to operate the dryer. To improve the timing of construction and system implementation, the CITY pre-purchased the biosolids dryer equipment, anticipated to be available to the CITY in December 2025.

Subconsultant services will be provided by the following:

- Connetix Engineering, Inc. (CEI) for electrical design engineering, electrical construction administration, and SCADA programming. (Note: overall WWTP HMI and SCADA improvements are being performed by Connetix under separate agreement)
- LSB Consulting Engineers, PLLC (LSB) for structural engineering design and analysis services for the building.

These improvements are being paid for with Public Works Board funds. This Task Order includes all project management, funding administration, engineering design, preparation of bid documents, bidding services, and engineering services during construction for the identified improvements.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional services for the Solids Handling Treatment Upgrade (PROJECT). HLA services shall include the following.

1.0 Project Management and Funding Administration

1.1 Perform management of overall PROJECT delivery and PROJECT controls.

1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.

1.3 Provide monthly status reports and invoices for the work performed.

1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.

1.5 Maintain PROJECT files for CITY review.

1.6 Attend up to two (2) CITY Council meetings to address technical aspects of the work related to scope, design, construction, and schedule.

1.7 Assist CITY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.

1.8 Assist CITY with review and preparation of funding agency contract forms and documents.

1.9 Assist CITY with contract requirements of the funding agency, including progress reports.

1.10 Assist CITY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.

1.11 Assist CITY with the funding agency project closeout process.

2.0 Design Engineering

To improve timing of construction and system implementation, the CITY pre-purchased the biosolids dryer equipment, anticipated to be ready for delivery to the CITY in December 2025. Due to the timing of funding, contract execution, and lead time for building materials, the dryer may be ready for delivery prior to completion of the facility to house the dryer. Design Engineering includes evaluation of alternatives to place the dryer in temporary service, or storage of the dryer, and/or options for solids handling until the facility is ready for dryer installation.

2.1 Make site investigations necessary to design the improvements and coordinate with the CITY on solids handling facility alternatives.

2.2 Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications. Surface features will be identified, and no excavations will occur by HLA to locate or determine vertical locations of subsurface items.

2.3 Perform review of existing site utilities based on WWTP record drawings provided by the CITY.

2.4 Attend meeting with the CITY to address technical aspects of the work related to the scope, design, and schedule of the PROJECT.

2.5 Coordinate with Pacific Power and Cascade Natural Gas to confirm facility consumption needs and utility supply capabilities.

2.6 Coordinate design with and provide background drawing information to subconsultants Connetix Engineering and LSB Consulting Engineers.

2.7 Evaluate alternatives for temporary service of the dryer, or dryer storage, and/or options for solids handling until the facility is ready for dryer installation.

2.8 Prepare and provide 60% plans and cost estimate of improvements for review and comment by the CITY.

2.9 Attend review meeting with the CITY to address and resolve 60% review comments.

2.10 Prepare and provide 90% plans, specifications, and cost estimate of improvements for review and comment by the CITY.

2.11 Attend review meeting with the CITY to address and resolve 90% review comments.

2.12 Perform quality assurance and quality control (QA/QC) review of all documents.

2.13 Address CITY review comments and QA/QC comments and prepare final plans, specifications, and cost estimate.

2.14 Provide final plans and specifications to the CITY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.

2.15 Provide two (2) printed copies of contract documents to the CITY.

3.0 Bidding Support

It is anticipated up to two (2) bid packages will be developed, including a building foundation package and complete facility package.

3.1 Prepare advertisement for bids. Coordinate with the CITY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the CITY. All advertising fees are to be paid by the CITY.

3.2 Post bid documents to HLA website and notify the CITY, funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting.

3.3 Create and maintain a planholder list and post to HLA website.

3.4 Answer questions and/or supply information as requested by prospective bidders.

3.5 Prepare and issue addenda to contract documents, if necessary.

3.6 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

4.0 Construction Engineering

To improve timing of construction and system implementation, the CITY pre-purchased the biosolids dryer equipment, anticipated to be ready for delivery to the CITY in December 2025. Due to the timing of funding, contract execution, and lead time for building materials, the dryer may be delivered prior to completion of the facility.

It is anticipated up to two (2) separate contracts for improvements will be managed under this phase of work.

4.1 PROJECT Management, Invoicing, and Controls
  a. Consult and advise the CITY during construction and perform a final review and report on the completed work with representatives of the CITY.

4.2 Staking
  a. Furnish a field survey crew to provide geometric control, including construction staking (as needed).

4.3 Construction Observation
  a. Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of construction, based on standard 40-hour work weeks. If the Contractor is authorized by the CITY to work extra hours or extend contract time, then an amendment to this task order will be executed by the CITY to compensate for additional work required by HLA.
  b. Coordinate construction services with subconsultants Connetix Engineering and LSB Consulting Engineers
  c. Prepare daily progress reports for the PROJECT.
  d. Interpret plans and specifications when necessary.
  e. Assist the City with temporary WWTP solids handling operations recommendations during construction.

f. Coordinate and attend construction meetings, anticipated once per week during the duration of construction.
g. Review acceptance sampling and testing for construction materials.
h. Perform measurement and computation of pay items.
i. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
j. Coordinate and attend start-up and commissioning with CITY, Contractor, and equipment supplier.

4.4 Construction Administration
a. Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
b. Review the Contractor's submission of their certificate of insurance and contract bond.
c. Prepare and transmit notice to proceed to Contractor.
d. Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
f. Maintain a Record of Materials (ROM) for the duration of the PROJECT.
g. Respond to Contractor requests for information (RFI).
h. Prepare and distribute weekly statements of working days.
i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the CITY.
j. Prepare proposed contract change orders.
k. Monitor the Contractor's compliance with federal and state labor standards.
l. Assist the CITY with funding reimbursement information and supporting documentation.

4.5 PROJECT Closeout
a. Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records.
b. Prepare dryer facility O&M manual and provide to the CITY.
c. Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit the punchlist to the Contractor.
d. Monitor lien releases from state agencies.
e. Notify CITY when retainage may be released.
f. Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and the Contractor.
g. Prepare and submit the recommendation of PROJECT acceptance.
h. Prepare and submit Notice of Completion of Public Works Contract (NOC).

Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.

- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.

- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.

- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.

- Pay for advertising, notices, or other publications as may be required.

- Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Project Management and Funding Administration

Project management and funding administration will be for the duration of the PROJECT through PROJECT closeout, including any required submissions to the controlling authority/authorities.

2.0 Design Engineering

2.1 HLA will provide 60% plans and cost estimate for CITY review within forty (40) working days of receiving a signed Task Order.

2.2 HLA will provide 90% plans, specifications, and cost estimate within thirty (30) working days of receiving CITY comments on 60% plans and estimate.

2.3 Final plans, specifications, and cost estimate will be provided within twenty (20) working days of receiving CITY comments on 90% plans, specifications, and estimate.

3.0 Bidding Support

Bidding support will begin on the publication date of the PROJECT advertisement for bids and will terminate upon award of the construction contract.

4.0 Construction Engineering

Construction engineering shall begin upon construction contract award by the CITY and extend through notification to the CITY when retainage may be released. The schedule will be as follows.

4.1 A maximum of one hundred (100) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week.

4.2 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the one hundred (100) working days shall be billed as additional services.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties. HLA reserves the right to move fees and estimated work hours between phases as necessary to complete the PROJECT.

1.0 Project Management and Funding Administration

Work for project management shall be performed for the lump sum fee of $31,000.

2.0 Design Engineering

Work for design engineering services shall be performed for the lump sum fee of $307,000.

3.0 Bidding Support

Work for bidding support shall be performed for the lump sum fee of $32,000.

4.0 Construction Engineering

Work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $548,200. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then associated work shall be considered additional services.

Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed: Michael T. Battle
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

7/3/2025
Date

Approved: ______________________________
City of Toppenish
Daniel Ford, PE, City Manager

____
Date

HUIBLOU-01 PVAISHNAVI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty	28665
INSURER B : Underwriters at Lloyd's London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HLA Engineering & Land Surveying, Inc.
2803 River Road
Yakima, WA 98902

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			EPP0405359	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EBA0405359	10/1/2024	10/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			EPP0405359	10/1/2024	10/1/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			ANE424194724	10/1/2024	10/1/2025	Per Occurrence	2,000,000
B	Professional Liabili			ANE424194724	10/1/2024	10/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance Only

CERTIFICATE HOLDER	CANCELLATION
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage: **Begins on Page:**

1. Employee Benefit Liability Coverage 2
2. Unintentional Failure To Disclose Hazards 8
3. Damage To Premises Rented To You 8
4. Supplementary Payments 9
5. Medical Payments 9
6. 180 Day Coverage For Newly Formed Or Acquired Organizations 9
7. Waiver Of Subrogation 10
8. Automatic Additional Insured - Specified Relationships: 10
   (a) Managers Or Lessors Of Premises
   (b) Lessor Of Leased Equipment
   (c) Vendors
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ ______________

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

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

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. **Unintentional Failure To Disclose Hazards**

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. **Waiver Of Subrogation**

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. **Automatic Additional Insured - Specified Relationships**

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) **Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) **Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) **Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   - **a.** The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   - **b.** 30 days.
3. Our payment is limited to the lesser of the following amounts:
   - **a.** Necessary and actual expenses incurred; or
   - **b.** $50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
   - **a.** The most we will pay for "loss" in any one "accident" is the greater of:
     - **(1)** The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
       - **(a)** Overdue lease or loan payments;
       - **(b)** Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
       - **(c)** Security deposits not refunded by the lessor;
       - **(d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
       - **(e)** Carry-over balances from previous loans or leases, or
     - **(2)** Actual cash value of the stolen or damaged property.
   - **b.** An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:
   - **c.** An easement or license agreement;
2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

HUIBLOU-01 PVAISHNAVI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073	
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Casualty		28665
INSURED	INSURER B : Underwriters at Lloyd's London		15792
HLA Engineering & Land Surveying, Inc. 2803 River Road Yakima, WA 98902	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		EPP0405359	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EBA0405359	10/1/2024	10/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			ANE424194724	10/1/2024	10/1/2025	Per Occurrence	2,000,000
B	Professional Liabili			ANE424194724	10/1/2024	10/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Subcontract Agreement.
City of Toppenish, Contractors or subcontractors to name the Consultant are included as Additional Insureds.

CERTIFICATE HOLDER	CANCELLATION
City of Toppenish 21 West First Avenue Toppenish, WA 98948	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage: **Begins on Page:**

1. **Employee Benefit Liability Coverage** 2
2. **Unintentional Failure To Disclose Hazards** 8
3. **Damage To Premises Rented To You** 8
4. **Supplementary Payments** 9
5. **Medical Payments** 9
6. **180 Day Coverage For Newly Formed Or Acquired Organizations** 9
7. **Waiver Of Subrogation** 10
8. **Automatic Additional Insured - Specified Relationships:** 10
   - (a) **Managers Or Lessors Of Premises**
   - (b) **Lessor Of Leased Equipment**
   - (c) **Vendors**
   - (d) **State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**
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9. **Property Damage To Borrowed Equipment** 13
10. **Employees As Insureds - Specified Health Care Services And Good Samaritan Services** 14
11. **Broadened Notice Of Occurrence** 14
12. **Nonowned Aircraft** 14
13. **Bodily Injury Redefined** 14
14. **Expected Or Intended Injury Redefined** 14
15. **Former Employees As Insureds** 14

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ ______________

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

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

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. **Unintentional Failure To Disclose Hazards**

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. **Waiver Of Subrogation**

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. **Automatic Additional Insured - Specified Relationships**

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:
   - **c.** An easement or license agreement;
2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-78

Meeting Date:	September 8, 2025
Subject:	AB 25-78: [Proposed] Resolution No. 2025-63 Approving Paramount Fiber Connection for Public Safety Building
Attachments:	1. Resolution No. 2025-63 Paramount Fiber Connection for Public Safety Building 2. Resolution No. 2025-63 -Exhibit A - City of Toppenish Fiber Installation 3. Resolution No. 2025-63 - Exhibit B - Map
Presented By:	Sean Davido, Communications Manager, Adam Vaughn, Finance Director
Approved for Agenda By:	Adam Vaughn, Finance Director

Discussion:

As a part of the Public Safety Building project, there is a need to ensure that the Police department has access to the internet and City network to complete their work. This is one of two projects that will need to be completed before the Police Department will be able to work out of the building. This project will connect a fiber optic cable from the new Public Safety Building to the current location of the City's network at the old PD building. The installation of the fiber optic cable will be completed by Paramount Communications. The resulting infrastructure (fiber optic cable) will be owned by the City. This arrangement will allow for the City to avoid monthly fees that would be in place with many other alternatives.

The second project, which will likely be on the next council agenda, will be an agreement with NoaNet to bring internet to the new Public Safety Building.

Ultimately, the City's network connections will all need to be moved out of the old PD building into a secure location in City Hall. This will be a future project.

Fiscal Impact:

$19,436.00 plus applicable fees and taxes, paid out of the General Fund Capital Reserve.

Recommendation:

Approve Resolution 2025-63 authorizing the City Manager to enter into an agreement with Paramount Communications

Alternatives:

RESOLUTION NO. 2025-63

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, TO ENTER INTO AN AGREEMENT WITH PARAMOUNT COMMUNICATIONS FOR FIBER OPTIC INSTALLATION

WHEREAS, the City is constructing a new Public Safety building and needs to connect the City network to the building; and

WHEREAS, Paramount Communications, Inc. has submitted a budgetary quotation of $19,436.00 for the installation of a 12 Strand of fiber optic cable between 1 W 1st Street and 211 W 1st Street; and

WHEREAS, the work will comply with applicable standards and codes, and excludes sales tax, permits, and unforeseen conditions;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

<u>Section 1. Agreement</u>: The agreement between the City of Toppenish and Paramount Communications Inc. in substantial conformity with the copy attached hereto, marked as Exhibit “A” and Exhibit “B” a map showing the path of the fiber installation and incorporated herein by this reference, is approved by the City Council and the City Manager is authorized to execute the same on behalf of the City.

<u>Section 2. Corrections</u>: The City Clerk, City Attorney, and/or City Manager shall be empowered to correct any language here and above determined to be a scrivener’s error or language incorrectly included in the above (or attached document).

<u>Section 3. Effective Date</u>: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 8, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

June 4, 2025

Sean Davido
Communications Manager
City of Toppenish

Sean-

Thank you for allowing Paramount Communications, Inc. the opportunity to provide the following budgetary quotation for the **1 W 1st Street to 211 W 1st Street Fiber Optic Cable Installation.**

SCOPE OF WORK:

- Provide pole applications to PacifiCorp.
- Provide all labor and material for fiber optic construction of a new 12f cable on existing aerial poles between the two buildings.
- Provide patch panels & splicing at each building

ASSUMPTION OF SCOPE:

- All work will be performed in accordance with standards in effect at the time of the bid and state and local codes.

EXEMPT FROM SCOPE:

- Washington State Sales Tax
- Permits
- Unforeseen circumstances or conditions not readily apparent

PRICING:

- $19,436.00

Thank you for considering Paramount Communications Inc for your communications needs. If you have any questions, please feel free to contact me at your earliest convenience at 509-736-5477.

Thank you,

Aric H. Ellison

1236 Columbia Park Trail – Richland, WA 99352 | Phone (509) 736-5477

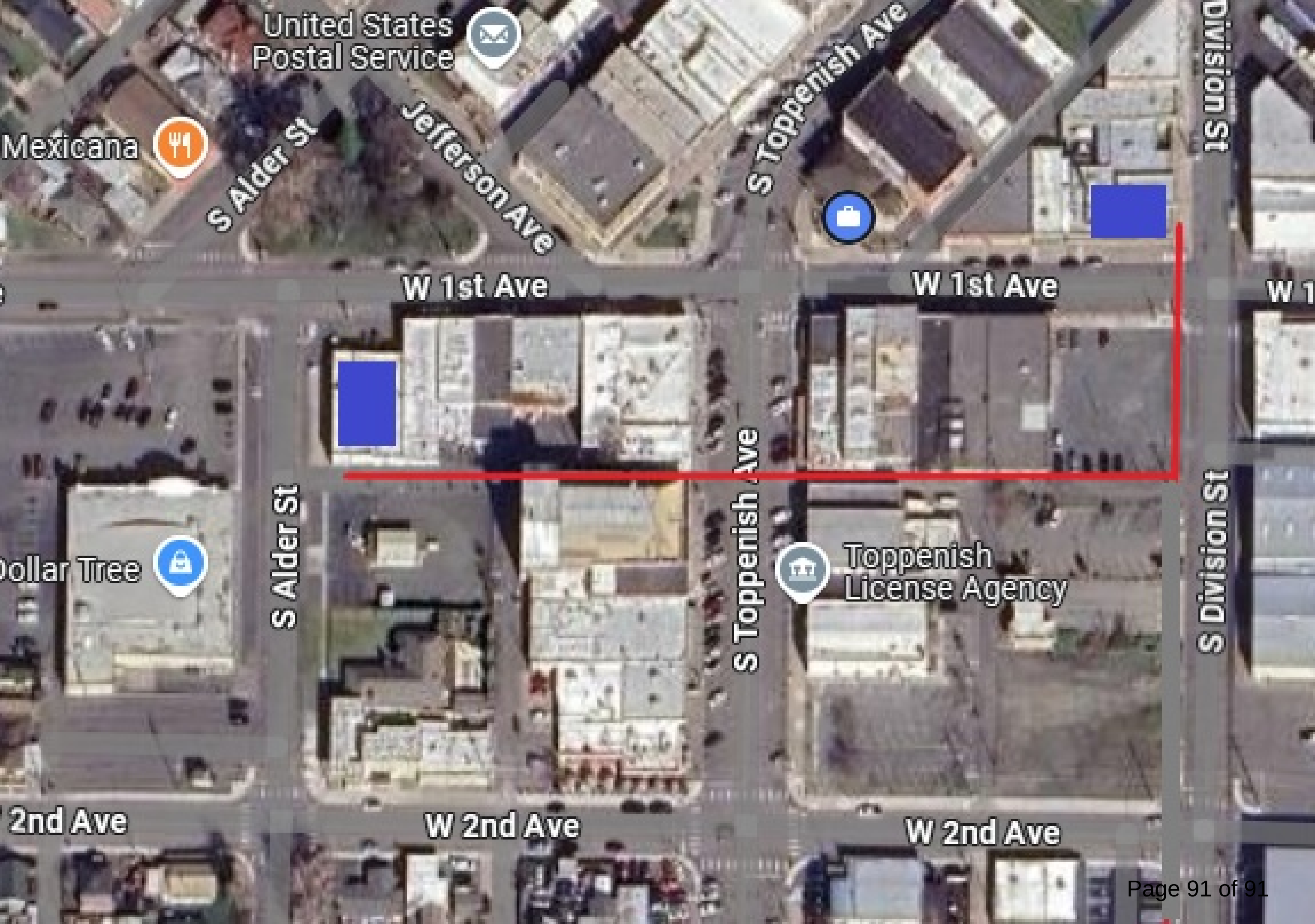
Acceptance of Proposal:

_______________________________________ _________________________

Signature Date

_______________________________________ _________________________

Print Name / Title Purchase Order No.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