



King County Energize Program

2026 Residential Contractor Roster Request for Applications

1. Introduction

King County is seeking submittals for its Energize program from qualified contractors to provide and install electric appliances and upgrades, plumbing improvements, home energy audits, and weatherization and efficiency services in homes in King, Pierce, Snohomish, and Kitsap Counties.

The purpose of this Roster Application (RA) process is to establish a roster of one or more qualified contractors to provide goods and/or services. To be considered qualified, Applicants, and their subcontractors if used, must be licensed and bonded by the State of Washington and have a current, valid Contractor's license. Contractors must have a minimum of three (3) years of successful experience for the service proposed for the Energize program, or experience providing that service for at least 100 homes to date. The installation work is subject to prevailing wage requirements per the Washington State Department of Labor & Industries and Federal prevailing wage requirements under the Davis-Bacon and Related Acts.

As a condition of award and continued participation in this project, the Contractor shall commit to hosting two (2) work-based learning or on-the-job training (OJT) trainees per calendar year for two hundred forty (240) hours each, with wages to be paid by King County's workforce program administrator. Contractors will be assigned a designated partner workforce development program, which will recommend eligible, qualified candidates aged 18 and older for the Contractor's consideration and matching. Installation contractors will also be required to enroll in and maintain an active listing in the WA [Department of Commerce Qualified Contractor Network](#) (QCN) such that homes improved under this program may qualify for Inflation Reduction Act rebates.

The term of the Contract will be through December 31, 2026, subject to funding availability and the termination clauses contained herein. King County reserves the right to terminate and/or extend the Contract term or number of homes and buildings served if determined to be in the best interest of the County. King County also reserves the right to cap the number of vendors in its roster, and alternatively to re-open the RA if a desired minimum number of contractors are not secured per installation or service type or geographic service area.

Applications will be evaluated to assess the experience, qualifications, and overall ability of the applicant to meet or exceed the selection criteria. Application materials must be completed by the contractor applying for consideration under this Roster Application.

All application resources and supporting materials are available at:

<https://kingcounty.gov/en/dept/executive/governance-leadership/climate-office/focus-areas/building-decarbonization/energize/contractor-roster-application>



2. Submittal Content

Submit an electronic application including all required attachments via the following link:

<https://form.jotform.com/253095293973064>

Applications must be submitted online to be considered.

The application window will remain open until midnight on January 26, 2026. Applications received after that deadline will not be considered.

Additional application periods may be re-opened at a later date depending on the number of successful roster applications; King County encourages interested applicants to apply in this first round. King County will notify applicants no later than 60 days following submission about the status of the application.

3. Evaluation Criteria and Submittal Scoring

The selection and contract award process will be based on a determination of how responsive application submittals are to the criteria below. Applications submitted under this RA process will be graded according to the criteria listed and weighted below.

No.	Evaluation Criteria	Max. Points
1	Qualifications and Experience	30
2	Approach to Scope of Services	30
3	Community Benefits	20
4	Small Contractors and Suppliers (SCS)	20
Total possible Written		100
5	Interviews* (Optional)	20
Total Evaluation		120

*Interviews may be either of the applicants, their references, or both.

Responsive and Responsible

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA. The County reserves the right to award a contract to a contractor if that contractor enhances the County small business, diversity, and other program goals.

In determining the responsibility of the Applicant, the County may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;



- e. compliance with federal, state and local laws and ordinances relating to public contracts;
- f. other information having a bearing on the decision to award the Contract.

Applicant firms selected for award will be required to submit a Contractor Responsibility Detail Attestation Form prior to execution of a contract. Failure of an Applicant to be deemed responsible or responsive may result in the rejection of an application.

4. Attachments

These documents are provided for illustrative purposes only and the County reserves the right to make changes prior to execution.

- Online application questions
- Exhibit B Scope of Work
- Sample Contract (Terms and Conditions, Exhibits)

5. Submittal Inquiries

Direct all application or program questions to energize@kingcounty.gov

All application resources and supporting materials are available at:

<https://kingcounty.gov/en/dept/executive/governance-leadership/climate-office/focus-areas/building-decarbonization/energize/contractor-roster-application>

6. Application Timeline

- **December 12, 2025** – Roster Application opens
- **December 15, 2025** – Live applicant Q&A session. The registration link to this webinar can be found at <https://events.gcc.teams.microsoft.com/event/ae0af191-cc57-4ba8-a750-1076fd040864@bae5059a-76f0-49d7-9996-72dfe95d69c7>
- **January 12, 2026** – Live applicant Q&A session. Registration link will be posted at <https://kingcounty.gov/en/dept/executive/governance-leadership/climate-office/focus-areas/building-decarbonization/energize/contractor-roster-application>
- **January 13, 2026** – Final day to submit questions to energize@kingcounty.gov
- **January 26, 2026** – Submission deadline for online application and required attachments
- **February 2026** – Notice of Awards



Application Questions – Residential Roster

Please note that the following is a copy of the online application questions provided for illustrative purposes only. **Applications must be submitted online to be considered using the following link:**

<https://form.jotform.com/253095293973064>

Energize Roster Selection

This application allows contractors to apply to two different rosters. Please select rosters for which you would like to apply; you may select one or both:

- Please select:
 - ☐ Single-family homes and small businesses operating in single-family homes
 - ☐ Community buildings (similar to small commercial buildings under 10,000 sq ft)

Applicant Information

- Legal Business Name
- State of Incorporation
- Unified Business Identifier (UBI) number (if applicable)

Washington State Contractor Information

- Washington State Contractor License Type
 - If you have multiple license types, list each license type separated with commas.
- Washington State Contractor License Number
 - If you have multiple license numbers, list each license number separated with commas.
- Washington State Contractor License Effective Dates
 - If you have multiple licenses, list each license effective dates separated with semicolons (;).
- Brief description of any license violations within the last six (6) years
- Brief description of any Workplace Safety & Health violations in the last six (6) years
- Other applicable certifications and endorsements

King County Small Contractor and Supplier (SCS)

King County is committed to increasing contracting opportunities for small businesses owned by minorities, women and socially and economically disadvantaged people. King County operates the Small Contractors and Suppliers (SCS) certification program for eligible businesses that are ready, willing, and able to perform work on county projects. Applicant firms that hold a current SCS certification at the time of application are eligible for additional evaluation points as described in the Request For Applications. Firms that hold current Small Contractor and Supplier (SCS) certification will be verified by King County during the application evaluation process. In order to receive evaluation points under this criterion, a firm must have an active SCS certification and be listed in the King County SCS directory available online at <https://kingcounty.diversitycompliance.com/>. If the Applicant does not yet have an SCS certification but may qualify, they are encouraged to apply for expedited certification so it may be secured before the closing date of this RFA. Firms that hold any of the certifications listed below through the Washington State Office of Minority and Women's Business Enterprises (OMWBE) automatically qualify for SCS certification:



- Minority Business Enterprise (MBE)
- Woman Business Enterprise (WBE)
- Minority Woman Business Enterprise (MWBE)
- Combination Business Enterprise (CBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Is the applicant firm currently certified as a King County Small Contractor and Supplier (SCS)?
 - Yes
 - No

Single Point of Contact

- Name
- Title
- Email
- Secondary Email
- Phone Number

Application Submittal

Please select the county or counties in which you are *willing to* complete installations, **you may select one or multiple:**

- ☐ King County
- ☐ Pierce County
- ☐ Snohomish County
- ☐ Kitsap County

Please select the county or counties in which you *have experience* completing installations, **you may select one or multiple:**

- ☐ King County
- ☐ Pierce County
- ☐ Snohomish County
- ☐ Kitsap County

Please select the residential installation types or services you are proposing to provide (check all that apply)

- ☐ Heat pumps
- ☐ Heat pump water heaters (HPWH)
- ☐ Induction or electric stoves and heat pump clothes dryers
- ☐ Ventilation systems, including bathroom exhaust fans, kitchen exhaust fans, and heat- or energy-recovery ventilators (HRVs/ERVs)
- ☐ Weatherization, insulation, air-sealing, and duct-sealing
- ☐ Oil tank decommissioning
- ☐ Home energy audits
- ☐ Water saving installations, including faucet aerators, showerheads, toilet leak detection, and toilet replacements (this service will likely only be delivered in King County)
- ☐ Minor home repairs (examples include, but are not limited to: installing smoke or carbon monoxide detectors; addressing pest infestations; slip and fall hazards; addressing mold growth; asbestos or lead



based paint remediation; radon mitigation; repairs that may indicate a permitting barrier such as electrical or fire hazards; roof repairs; structural defects; or other identified life and safety issues)

Please select the small commercial building installation types or services you are proposing to provide (check all that apply)

- ☐ HVAC Mechanical Systems
- ☐ Weatherization, insulation, air-sealing, and duct-sealing
- ☐ Oil tank decommissioning
- ☐ Minor building repairs

Are you currently a member of any of the below contractor networks? Please select all that apply:

- ☐ Puget Sound Energy Trade Ally
- ☐ Seattle City Light Trade Ally
- ☐ Snohomish PUD Trade Ally
- ☐ Tacoma Power Participating Contractor

Residential Heat Pumps

- Do you have at least three (3) years of successful experience installing heat pumps, or experience installing heat pumps for at least 100 homes to date?
 - Yes
 - No
- Please describe your history and experience installing heat pumps in residential buildings, including approximate number of heat pumps installed annually, and experience participating in public direct install or rebate programs, including utility, manufacturer, or distributor rebate/discount programs.
- Do you install heat pumps “in-house,” or do you subcontract heat pump installations?
 - We have in-house heat pump installers
 - We use subcontractors for heat pump installs
- [If ‘we use subcontractors’ selected] Please identify any heat pump subcontractors you plan to use, along with their benefit to the project, and provide background information on their size, experience, management, licensing, and your experience working with them.
- Do you have a journey level electrician “in-house” to complete enabling electrical work related to the heat pump installation or do you subcontract electrical projects?
 - We have in-house journey level electrician(s)
 - We use subcontractors for journey level electrical work
- [If ‘we use subcontractors’ selected] Please identify any electrical subcontractors you plan to use, along with their value to the project, and provide background information on their size, experience, management, licensing, and your experience working with them.
- Do you have an electrical contractor license in good standing with the State of Washington?
 - Yes
 - No
- What type of surge protection (either at the disconnect or panel) is included with each heat pump installation?
- What is the ratio of journeyman to apprentice that are actually onsite during electrical work? How do you document this?



- Describe your process or criteria for advising when electrical panel and/or service upgrades are required.
- Describe your experience deploying home “[watt diets](#)” to avoid electrical panel and/or electrical service upgrades. Describe your experience with National Electrical Code (NEC) section 220.87 to calculate the existing loads based on meter data.
- Please indicate what brand(s) of heat pumps you typically install, and if applicable, indicate which manufacturer certifications you have (e.g. Mitsubishi Diamond Dealer, Daikin Pro Dealer, Carrier Factory Dealer, Bryant Factory Authorized Dealer, etc.).
- Please describe your experience and methodology used to assess what size heat pump system is required to adequately heat the primary living spaces of the home. Note whether staff provide load calculations based on the Air Conditioning Contractors of America (ACCA) Manual J, the software and/or process whereby Manual J calculations are completed, and whether staff use ACCA Manual S for heat pump sizing.
- How do you currently communicate information about the operation, maintenance, and benefits of heat pumps to your clients?

Certifications from [U.S. Department of Energy: Energy Skilled Recognized Programs](#) are strongly encouraged but not required.

- Do you have certifications from U.S. Department of Energy: Energy Skilled Recognized programs?
 - Yes
 - No
- [If ‘Yes’] Please list any Energy Skilled Recognized Programs certifications your firm has.

Heat Pump Water Heaters (HPWH)

- Do you have at least three (3) years of successful experience installing heat pump water heaters, or experience installing HPWH for at least 100 homes to date?
 - Yes
 - No
- Please describe your history and experience installing HPWH in residential buildings, including approximate number of HPWH installed annually, and experience participating in public direct install or rebate programs, including utility, manufacturer, or distributor rebate/discount programs.
- Do you have a plumbing contractor license in good standing with the State of Washington?
 - Yes
 - No
- Do you install HPWH “in-house,” or do you subcontract HPWH installations?
 - We have in-house HPWH installers
 - We use subcontractors for HPWH installs
- [If ‘We use subcontractors’] Please identify any HPWH subcontractors you plan to use, along with their benefit to the project, and provide background information on their size, experience, management, licensing, and history of working with them.
- Please indicate which manufacturer certifications you have, if applicable (e.g. Rheem Pro, AO Smith heat pump certified, etc.).
- Describe the site assessment process for water heating systems, including how you size equipment and how you determine whether a heat pump water heater is appropriate for a particular site location.



Indicate what criteria you would use to determine if a water heater is near the end of its life and in need of replacement.

- What is your selection process, and what features do you evaluate, when recommending a heat pump water heater model including considerations for tank size, first hour rating, recharge rate, refrigerant use type, and whether to recommend a 120V versus a 240V HPWH model?
- What improvements do you recommend or provide to support siting considerations for the HPWH, including but not limited to the HPWH room size, noise, venting/exhaust, and cooling impacts on residents? Describe your process for determining whether to maintain the current water heating site versus changing its location to elsewhere in a structure.
- How do you currently communicate information about the operation, maintenance, and benefits of HPWH to your clients?

Household Appliances

Induction Electric Stoves

- What is your selection process, and what features do you evaluate, when recommending an induction stove or range, and/or an electric stove or range?
- What information would you convey to the homeowner about induction stoves, assuming they are new to the technology?

Heat Pump Clothes Dryers

- What is your selection process, and what features do you evaluate, when recommending a specific heat pump clothes dryer model?
- What information would you convey to the homeowner about heat pump clothes dryers, assuming they are new to the technology?

Residential Ventilation Systems

- Describe your process to determine whether additional mechanical ventilation is required, and if so, what types of mechanical ventilation systems you recommend; when you would advise an HRV or ERV installation; and what features you evaluate when recommending a specific HRV/ERV model.
- Describe your experience performing ventilation-related ASHRAE calculations, and software or application used, if any.
- How would you educate the homeowner or building owner/occupant about maintenance and operation of their new HRV or ERV system?

Residential Weatherization

- Do you perform weatherization “in-house,” or are weatherization projects subcontracted?
 - We have in-house weatherization installers
 - We use subcontractors to complete weatherization installs
- [If ‘We use subcontractors’] Please identify any weatherization subcontractors you plan to use, along with their benefit to the project, and provide background information on their size, experience, management, licensing, and history of working with them.
- Do you have RRP (Renovation, Repair, and Painting) Certification AND Firm LBPA (Lead-Based Paint Activities) Certification from the State of Washington?



- ☐ Yes
 - ☐ No
- Can you confirm that at least one employee with RRP Lead Certification AND Individual LBPA Certification will be present on every Energize project where the home was built pre-1978?
 - ☐ Yes
 - ☐ No
- Describe your experience conducting weatherization projects in residential homes, approximate number of weatherization projects completed annually, and describe past or current participation in agency or utility weatherization programs.
- Describe any relevant standards used and/or certifications your staff possess, such as Building Performance Institute Building Analyst Certifications.

Residential Oil Tank Decommissioning

- Do you perform oil tank decommissioning “in-house,” or is this work subcontracted?
 - ☐ We decommission oil tanks in-house
 - ☐ We use a subcontractor to decommission oil tanks
- [If ‘We use a subcontractor’] Please identify any oil tank decommissioning subcontractors you plan to use, along with their benefit to the project, and provide background information on their size, experience, licensing, and history of working with them.
- Describe your history and experience decommissioning heating oil tanks in residential homes.
- Describe your process for talking with customers about decommissioning options and legal obligations when soil contamination is found (note that King County will not require soil testing for Energize).
- Describe your process for determining and meeting King County or other jurisdiction permitting requirements and note whether the applicant is currently a King County Certified Residential Oil Tank Decommissioning Contractor.

Home Energy Audits

- Which of the following Energy Auditing Certifications does your firm have?
 - ☐ Building Performance Institute (BPI) Building Analyst
 - ☐ BPI Building Analyst Technician
 - ☐ BPI Building Analyst Professional
 - ☐ BPI Energy Auditor
 - ☐ BPI Multifamily Building Analyst
 - ☐ Association of Energy Engineers (AEE) Certified Energy Auditor
 - ☐ American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Building Energy Assessment Professional
 - ☐ Home Energy Rating System (HERS) Program Rater
 - ☐ Leadership in Energy and Environmental Design (LEED) Rater
 - ☐ Investor Confidence Project (ICP) QA Assessor
 - ☐ None of the above
 - ☐ Other
- Describe your history and experience performing home energy audits, including any relevant standards used and certifications your staff possess.



- Describe features of a “typical” energy audit you perform, including blower door tests, thermographic inspections, or other methods.
- Do you use energy auditing/modeling software? If so, which software do you use?
- Are your home energy audits compliant with the IRA HOMES energy auditing standards that institutes the BPI 2400 assessment standard.?

Water Savings Installations

- Do you have a plumbing contractor license in good standing with the State of Washington?
 - Yes
 - No
- Describe any qualifications and experience you have administering water savings projects with local utilities or other jurisdictions.
- How do you determine if a given water saving measure is necessary?

Minor Home Repairs

Example repairs include, but are not limited to: installing smoke or carbon monoxide detectors; addressing pest infestations; slip and fall hazards; addressing mold growth; asbestos or lead based paint remediation; radon mitigation; repairs that may indicate a permitting barrier such as electrical or fire hazards; roof repairs; structural defects; or other identified life and safety issues.

- Please describe the types and capacity of minor home repairs you are able to perform.
- Do you use subcontractors for some/all of these residential home repairs? If subcontracted, please identify any subcontractors you plan to use, along with their benefit to the project, and provide background information on their size, experience, management, and licensing.

Prevailing Wage Requirements

- Describe your experience and/or training in complying with Washington State and Federal prevailing wage requirements. *If you're ONLY applying for home energy assessments (and no other measures) you can enter 'N/A'*

Scope of Services

- Please describe your staffing and supervision structure. Identify key personnel for this project including roles, and experience (plus any relevant licenses or certificates not already mentioned).
- Please describe your process for performing work according to established expectations, timelines, and industry guidelines or standards. Include approach and/or software used for tracking client status and ensuring timely invoicing.
- Please describe your process for ensuring quality control of installations (or services) and maintaining a high level of customer satisfaction.
- Please describe your policy or approach to addressing customer complaints and/or issues with installations or services.

Community Benefits

Community Benefits Part I

- Please describe (if applicable):



- Applicant's experience working within Low Income/Disadvantaged (LIDAC) communities, or existing relationships with, or understanding of, target communities including low-income and/or non-English speaking communities.
- Applicant's experience working with first-language-not-English (FLNE) households or organizations, and any staff you have that speak other languages and would be on the contracting team*.

**Note that King County has and can provide interpretation services for FLNE households if you do not have in-house language capacity for assigned leads.*

Community Benefits Part II

- Please describe (if applicable):
 - Historical or proposed apprenticeships, employee learning or workforce development activities provided by the Applicant.
 - Rebates or discounts for installations the Applicant will offer, or are proposing to attribute from another source, for the installations conducted as a part of this RA process.
- Extended manufacturer or service warranties proposed for installations conducted under this RA process (by virtue of Applicant staff qualifications or typical equipment used).

Additional Community Benefits Questions

- Please describe (if applicable) any experience working in community buildings, family home child cares, and/or adult family homes.
- Please describe (if applicable) any volunteering or other community-focused involvement your firm may be involved with outside of regular business operations.

Insurance Requirements

- Please confirm that you have reviewed the County's insurance requirements as described in the RFA and acknowledge that you understand the requested coverages:
 - I confirm
 - I do not confirm

Jumpstart Agreement

- Please confirm that you have reviewed and agree to the work-based learning requirements, with wages paid by King County, to host two trainees/year:
 - I confirm
 - I do not confirm
 - Other (please explain)

WA Department of Commerce Qualified Contractor Network (QCN) Acknowledgement

- I acknowledge that, if not already enrolled in the QCN, we will be required to enroll in the QCN to maintain an active status on the Energize roster:
 - I acknowledge



- I do not acknowledge

References

Provide a list of three (3) references, including contact information, for whom the Submitter has performed similar services within the last five (5) years. The preference is for Submitters to provide program-related references including, but not limited to, references from government-, utility, housing authority- or distributor-run heat pump, HPWH, weatherization, audit or other energy efficiency programs. In lieu of this, customer references will also be accepted. Please include a 1-2 sentence description of each project.

Reference 1

- Name of customer contact
- Title of customer contact (or working relationship) *(example: 'project manager', 'building manager', 'homeowner', etc.)*
- Email
- Phone Number
- Project Description *Please limit to 1-2 sentences*

Reference 2

- Name
- Title of customer contact (or working relationship) *(example: 'project manager', 'building manager', 'homeowner', etc.)*
- Email
- Phone Number
- Project Description *Please limit to 1-2 sentences*

Reference 3

- Name
- Title of customer contact (or working relationship) *(example: 'project manager', 'building manager', 'homeowner', etc.)*
- Email
- Phone Number
- Project Description *Please limit to 1-2 sentences*

Sample Quote

- Please upload a sample quote articulating the scope of services and projected costs for a single project:

Attestation

I attest that the answers provided in this application are true and accurate to the best of my knowledge.

SIGNATURE

EXHIBIT B SCOPE OF WORK – RESIDENTIAL ROSTER

1.1 Introduction

Contractor, as part of the Contractor pool, is not guaranteed a minimum level of work and agrees to be available on an as-needed basis.

Assignment, coordination, and administration of these contracts will be the responsibility of King County.

Where Work under this Exhibit involves installation, construction, repair, alteration, or improvement of real property, such Work is subject to prevailing wage and public works requirements as described in this Exhibit.

1.2 Purpose

The purpose of the Energize program is to improve homes and small businesses with appliances and building upgrades that reduce greenhouse gas emissions, air pollutants, and may reduce energy bills in the target communities. Energize will **focus** on:

- Installing heat pumps for the adding cooling services, but will also provide a range of improvements and services beyond heat pumps.
- Removing fossil-fuel appliances that run on natural gas, oil, or propane, but may also replace inefficient electrical systems.
- Improving homes and small businesses in targeted services throughout King, Pierce, Snohomish, and Kitsap Counties.
- Serving low-income communities and reaching communities where English is not the primary language used in the home, but will also support moderate-income and English-speaking communities.

The diverse goals of the Energize program reflect its diverse funding sources and varying funder priorities. As such, King County seeks to develop a roster of trusted professionals that can provide a range of services to households and small businesses that apply to the Energize program.

Through the Energize program, selected Contractors will access cost efficiencies by combining lowered customer acquisition costs with group procurement and installations. King County will provide community outreach to ensure that target areas are aware of program opportunities.

1.3 Energize Program

It is anticipated this program will fund:

- 100% of the installation or service costs for low-income households and licensed adult family homes, including all labor and equipment; and
- 80% of the installation or service costs for moderate-income households. It will be the Contractor's responsibility to invoice and collect the remaining 20% of the project cost from participating households, either as a lump sum or a payment plan signed by the homeowner.

Small businesses receiving services will be categorized the same as household participants, depending on the income statuses of clientele or income status of the business operator. Contractors will be informed in advance whether the household/business is low or moderate-income, and shall perform the work under the Contract responsibly, regardless of income status.

1.4 Assignment of Work & Expected Response Times

A. For homes that are anticipated to be viable for installations or services, the intent of this program is to evenly assign leads per the below process, and with the following expected response times for both the County and Contractors.

1. The County will assign homes and small businesses to Contractors on a rotating basis per type of installation or service provided, starting with the highest ranked Contractor, then proceeding through to the lowest ranked Contractor, before starting again with the highest ranked Contractor. A lead does NOT guarantee the Contractor a paid installation; it is the responsibility of the Contractor to convert the lead to an installation. The County will rotate Contractors based on leads not based on actual installations. Where Contractors can do multiple items in-house and/or have subcontractors (such as electrical work), items will be grouped in one lead assignment and work order.
2. Contractor must accept or decline the lead within two (2) business days; if the Contractor does not affirmatively accept within this timeframe, or declines the lead, the County will move on to the next Contractor.
3. Once the Contractor has accepted the lead, the Contractor shall provide a quote to both the homeowner and program administrator for the installation work fifteen (15) business days. If the Contractor is unable to provide a quote within this timeframe, the Contractor must notify the County in writing otherwise the project will be assigned to the next highest ranked Contractor. This quote will include all associated costs to perform the work at that house, including equipment and materials, electrical panel or wiring upgrades, removal or decommissioning of existing fossil fuel systems being replaced (if present), taxes, labor, utility fees, and permitting.
4. For home energy audits: Within a negotiated, standardized delivery date, the Contractor shall provide a home energy audit report to both the homeowner and program administrator for the installation work.
5. The County may solicit up to two more bids from the Contractor roster for an individual lead. In such cases the installation for that house will be awarded to the lowest bidder. The County will maintain a separate "secondary bid lead order" to ensure that contractors will receive equitable leads for this process.
6. The County and Contractor shall agree upon installation cost and scope of the project.
7. The Contractor will obtain a signed agreement between the Contractor and the homeowner as evidence that the homeowner has approved to the scope of work detailed in the quote.
8. Following submission of a signed agreement between the Contractor and homeowner, the County and Contractor shall execute a Work Order.
9. Should the approved costs and scope of work need to deviate from the executed work order, the Contractor will provide the County a revised proposal incorporating proposed changes to the scope of work inclusive of all costs. The County and Contractor shall agree upon and execute a change order for the revised installation cost and scope of work.

The Contractor will complete contracted work for individual houses within 60 days from date of issuance of a Work Order. If this deadline is not achievable, the Contractor will notify the County in writing explaining the circumstances and proposing a new completion date for County approval.

D. The County reserves the ability to deviate from this proposed assignment of work process if a Contractor repeatedly does not meet the expected response times for this work, fails to meet scope or contract obligations, or displays unprofessional work conduct.

The County also reserves the ability to deviate from this proposed assignment of work based on license violations, workplace health and safety violations, or other certification maintenance, including maintenance of certificates of addressing lead-based dust such as Renovation, Repair and Painting Program ([RRP](#)) certification or Lead-Based Paint ([LBP](#)) Program certification.

1.5 Scope of Services

Contractor shall provide the following services. Contractors may be requested to perform one or more of the tasks listed in this section as requested by authorized King County staff. King County staff anticipates executing work orders with Contractors on the roster to reimburse for staff time for Items A through D below. Reimbursement for installation work, as well as home energy audits, will occur through work orders for individual houses as further described above in **Section 1.4 Assignment of Work & Expected Response Times**.

A. Participate in one (1) Installer Orientation

Contractor will be required to attend a one-hour installer orientation held by King County staff to review program details and expectations following contracting.

B. Submit bi-weekly progress reports to King County

Contractor shall provide written bi-weekly progress reports in a format determined by King County to the King County Project Manager or the designated administrator regarding campaign progress and lead status. Bi-weekly reporting must be submitted by Monday at 12:00PM PST for the previous two week's work. All discrepancies should be resolved prior to the next reporting period.

Progress reports will include the following:

1. Project status
2. Dates of scheduled/completed site assessments or energy audits
3. Dates of contract signing with customers
4. Dates of scheduled installations or energy audits
5. Dates of targeted completion

Approximately one (1) hour of staff time per report is anticipated to complete this item.

C. Attend Monthly Contractor Meetings, if requested by King County

Contractor shall attend a monthly Contractor meeting if requested by the County to review program progress and address issues that may have arisen in program deployment. Each meeting will be thirty (30) minutes of time.

D. Requirement for Participation as a Work-Based Learning Host Site

As a condition of award and continued participation in this project, the Contractor shall commit to hosting two (2) work-based learning or on-the-job training (OJT) trainees per calendar year for two hundred forty (240) hours each. Contractors will be assigned a designated partner workforce development program, which will recommend eligible, qualified candidates aged 18 and older for the Contractor's consideration and matching.

Each trainee shall be assigned a consistent work schedule, either full-time (30 to 40 hours per week), or part-time (20 to 30 hours per week), as determined collaboratively between the Contractor and the workforce program to best support the trainee's development and availability and the contractors' workforce capacity.

Trainees may be assigned to work on projects directly related to the awarded contract or additional projects/operational areas the Contractor deems appropriate to ensure a consistent and meaningful work experience. The Contractor shall make reasonable efforts to integrate trainees into productive roles that support skill development and exposure to industry practices.

All time and resources expended by the Contractor in training, supervising, mentoring, or otherwise supporting the trainees shall be considered incidental and shall not be separately compensated under this contract.

The Contractor shall coordinate directly with the assigned workforce program to determine appropriate placement, scheduling, and support structures for each trainee. Flexibility in worksite location, project assignment, and supervision is encouraged to ensure successful outcomes for both the trainee and the Contractor.

E. Install equipment and products, or provide services, in participating homes and small businesses

Contractor will provide all necessary tools and equipment to complete audits and installations, and will coordinate work (purchase, delivery, installation, etc.) with home and building owners as well as tenants. Contractor will be selected to provide one or more of the below product installations or services:

- Heat pumps
- Heat pump water heaters
- Induction or electric stoves and heat pump clothes dryers
- Ventilation systems, including bathroom exhaust fans, kitchen exhaust fans, and heat- or energy-recovery ventilators (HRVs/ERVs)
- Weatherization, insulation, air-sealing, and duct-sealing
- Oil tank decommissioning
- Home energy audits
- Water saving installations (faucet aerators, showerheads, toilet leak detection and toilet replacements)
- Minor home repairs

Where needed, Contractor will conduct site assessments and provide installation proposals to King County and building owners. All installation work should be aesthetically pleasing, provide minimum sound impacts to the home and neighboring properties, and take into consideration the preferences of the owner while minimizing project costs and maximizing

energy efficiency. Proposals should also consider building owner's self-identified financial limitations including, if applicable, any owner-arranged financing with a bank, credit union or other financing entity; this would typically apply for moderate-income program participants.

Installation timings shall comply with all local municipal noise and construction regulations; for unincorporated King County, installations will comply with the [King County Noise Ordinance for Construction Sites](#); this includes limitations for:

- Heavy equipment use limited to between 7:00 a.m. and 7:00 p.m. weekdays and between 9:00 a.m. and 7:00 p.m. on weekends; and
- Other construction activity limitations to between 7:00 a.m. and 10:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends.

Contractor will install equipment or provide services with the following minimum criteria (as applicable to awarded work categories):

- **Energy Star.** All applicable electrical equipment must meet ENERGY STAR standards.
- **Refrigerants.** All equipment using refrigerants (e.g., heat pumps, heat pump water heaters and heat pump clothes dryers) must meet the global warming potential (GWP) limits from the Washington state Department of Ecology and the U.S. Environmental Protection Agency (EPA). Where technically and economically feasible, equipment must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB), where technically and economically feasible.
- **Fossil Fuels.** All electrical equipment replacing fossil fuel equipment must remove the existing fossil fuel equipment where technically and economically feasible, include decommissioning of oil tanks.
- **Electrical Panels.** The selected Contractors will support electrical panel upgrades where necessary to support installation of electrical equipment. Providing "Watt diets," or conducting panel upgrades that meet permitting requirements while not necessitating replacement of the electrical panel, is very desirable to reduce installation costs. However, where needed, the program will upgrade electrical panels and electrical service when needed to enable safe and efficient operation of proposed electrical equipment installations.
- **Home Energy Audits.** Energy audits must conform to HOMES rebate energy auditing standards, which require an energy auditing certification that institutes the BPI 2400 assessment standard.
- **Sustainability.** King County may request that Contractors for some types of product installations provide cost-comparisons of installation materials or methods addressing other sustainability criteria, including but not limited to materials that are recyclable, biodegradable, reduce plastic consumption, reduce material toxicity, incorporate salvaged materials or support design for disassembly.
- **Codes and Permits.** Conform with all applicable laws, codes, permits and jurisdictional requirements.

Please note additional specifications for various products and services below.

Heat Pump Installations will be expected to comply with the following:

- Products must meet a Heating Seasonal Performance Factor - 2 (HSPF2) of 8.1; or that meet the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List; or meets the most recent ENERGY STAR Cold Climate product criteria.
- Products must meet a decibel rating of 65 dB(A) or less, or compliance with local noise ordinance requirements when outside unincorporated King County
- When installing in unincorporated King County, installations must comply with King County Code five (5)-foot mechanical setback. Outside unincorporated King County, the Contractor is expected to check and comply with local jurisdiction setback requirements.
- Carry out installations per the requirements of the American National Standards Institute (ANSI) HVAC Quality Installation Specification.
- Size heat pumps according to ACCA Manual J calculations. Calculations will account for current household insulation and weatherization status **or** anticipated weatherization and insulation levels following services provided within the program or by other program partners.
- HVAC upgrades partially funded by the IRA HARP program will require a utility bill impact assessment by using the [Rocky Mountain Institute's Green Upgrade Calculator](#).
- King County will strive to install insulation in selected homes and businesses. In such cases where King County cannot provide insulation, the County will work with separate program partners to support installation of insulation for clients, likely limited to homes, which may occur before or after heat pump installation. Selected Contractors may be asked to coordinate with insulation installers where applicable to reduce client burden.

Plumbing improvements: Water savings installations such as faucet aerators, showerhead installations, toilet leak detection and toilet replacements are anticipated to be limited to areas served by the Cascade Water Alliance (CWA).

All other products and services: King County reserves the rights to set additional service criteria for various products installed and services provided within the Energize program throughout program implementation.

F. Secure all required permits, complete and submit all incentive applications, and schedule and pass all jurisdictional inspections

For each installation, the Contractor will be responsible for securing all required permits prior to initiating installation, completing and submitting all incentive and rebate applications, and scheduling and passing all jurisdictional inspections.

G. Provide maintenance information to participating homeowners

Contractor will provide each homeowner with information on how to use and maintain new equipment when installed. In addition, the Contractor will provide introductions and support materials to banks, credit unions, and other interested financing entities as needed to support financing installations.

H. Provide Quality Assurance and Quality Control Services

As requested by King County, Contractor may provide quality assurance and quality control services for the program including, but not limited to, evaluating installation proposals and audit reports; conducting heat load calculations; reviewing electrical upgrade proposals; and inspecting installations to ensure they meet manufacturer specifications and industry standards.

1.6 Services to be Provided by King County

King County will provide project management for the Energize program, including:

- Setting up, conducting outreach for, and deploying Energize community workshops.
- Managing household registrations, enrollment, and maintaining the participant database.
- Providing translation and interpretation services as needed to support installations.
- Managing overall marketing, including project website hosting and drafting outreach materials.
- Conducting participant survey and project evaluation.

1.7 Deliverables and Reporting

Contractor shall:

- A. Participate in one installer orientation.
- C. Submit bi-weekly reports on installation or energy audit status.
- D. Attend monthly Contractor meetings if requested by King County.
- E. commit to hosting two (2) work-based learning or on-the-job training (OJT) trainees per calendar year for two hundred forty (240) hours each.
- F. Install features, and/or provide energy audits, in homes or small businesses.

1.8 Available Funding

Funding to support this work will come from several sources, including the United States Environmental Protection Agency, Washington State University Community Energy Efficiency Program (CEEP) grant funds; Washington state Department of Commerce Home Electrification and Appliance Rebates (HEAR) Program funds for residences, small businesses, and Adult Family Homes (AFHs) sourced from the Washington state Climate Commitment Act (CCA), and Cascade Water Alliance.

Contractor agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Contractor which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Contractor agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Contractor. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal, to be provided by Energize program staff.

1.9 Qualified Contractor Network

Contractor shall join the Washington State Department of Commerce's Qualified Contractor Network (QCN). QCN membership will allow access to Inflation Reduction Act rebates for Energize installations.

1.10 Installation Schedule

Work for the Energize program will begin at contract execution following an orientation meeting. Work will likely be concentrated in 2026-2028. The program end date may also be extended, or the number of homes served by the program expanded, depending on future funding availability and the timeliness of equipment delivery by suppliers.

1.11 Methods for Compensation/Billing

Contractors may request payment in one of two ways, as negotiated with the County:

- A. Cost reimbursement for incurred costs (e.g., equipment, labor, etc.) associated with audits or installations for this project with appropriate backup documentation (e.g., receipts).
- B. Advance payments for equipment associated solely with installations for this project and in the amount for a completed pre-order with an equipment manufacturer, with a copy of the paid invoice for equipment purchase from the heat pump distributor or manufacturer within five (5) days of receiving that invoice. King County must provide written approval prior to purchase/invoice of the equipment. Upon receipt of the equipment, the installer will provide priority in scheduling installations associated with the project for the subject equipment.

1.12 Contractor Monitoring

King County shall monitor work throughout the contract term, to include but not limited to the option for separate Contractor reviews of installations or audit reports; contacting permitting staff for feedback on Contractor progress; homeowners surveys; review of equipment evaluations; and randomized installation or report sampling including requesting homeowner reporting of equipment serial numbers to ensure the actual equipment installed matches the reported equipment installations.

1.13 Prevailing Wage

Work under this Contract is subject to prevailing wage requirements and will be extended annually pending approved intents and affidavits as required by RCW 39.12 (Prevailing Wages

on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented. Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.

Contractor shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Contractor's quote price adequate increases in such wages during the performance of this Contract. Contractor must comply with the current prevailing wage rates at the time of bid opening which are found at <https://secure.lni.wa.gov/wagelookup/>.

- A. **Filing Your Intent and Affidavits:** Contractor and all subcontractors shall file Statement of Intent to Pay Prevailing Wages immediately after contract award and before work begins. An Affidavit shall be filed upon completion of the Work. The intent must be filed online through the Contractor's Portal in My L&I website <https://secure.lni.wa.gov/home/>.
- B. To complete this filing, the Contractor and all subcontractors will need the basic information about the project-such as the who, what, where and when of what's involved. The cost of filing shall be borne by the Contractor and Subcontractor(s).
- C. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of submittal for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- D. Exemptions for Vocationally handicapped workers. Per RCW 39.12.022 to the extent necessary in order to prevent curtailment of opportunities for employment, shall by regulations provide for the employment of individuals whose earning capacity is impaired by physical or mental deficiency or injury under special certificates may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- E. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Contract Specialist, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
 - 1. Sole owners and their spouse.
 - 2. Any partner who owns at least 30% of a partnership.
 - 3. The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 - 4. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- F. Prevailing Wage rates in effect at the time of submittal remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- G. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this

contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.

- H. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
- I. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700- 007- 000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on- line. The receipt of the approved affidavit is required before King County can pay the final invoice. The County may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- J. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit. The Contractor shall notify the Contract Specialist and provide a copy of the Affidavit(s).

1.14 Davis-Bacon and Buy America/Build America Applicability

If King County determines that Work performed under a Work Order involves construction, repair, or improvement of infrastructure as defined under applicable federal guidance, King County will identify in the Work Order whether Davis-Bacon prevailing wage requirements and/or Buy America/Build America requirements apply. These requirements shall apply only where expressly stated by King County in the Work Order.



2026 ENERGIZE CONTRACTOR ROSTER
ENERGIZE CONTRACTOR AGREEMENT

DEPARTMENT/DIVISION: Executive Climate Office (ECO)

CONTRACTOR NAME: _____

AWARD AMOUNT: _____ CONTRACT#: _____

TERM PERIOD: Effective
Date To 12/31/2026

THIS CONTRACT ("Contract") (CPA) is entered into by **KING COUNTY**, Washington, a political subdivision of the State of Washington (the "County"), and (the "Contractor"), whose address is . The County is undertaking certain activities related to the 2026 Energize Contractor Roster program and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☒ Supplemental Federal Terms and Conditions Exhibit A
 - ☒ Scope of Work Exhibit B
 - ☒ Certificate(s) of Insurance and Policy Endorsement Exhibit C

Documents incorporated herein by reference:

3. King County Roster Application
4. Contractor's Proposal
5. Prevailing Wage Determinations

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 31, 2026, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed _____.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

Contractor

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

TERMS AND CONDITIONS

Section 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY	Calendar day.
KCC	The King County Code.
MEASURABLE AMOUNT OF WORK	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.
PERSON	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW	The Revised Code of Washington.
SCOPE OF WORK (SOW)	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
WORK	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

Section 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County Contract Specialist via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at:
<https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:
https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the Contract Specialist as soon as possible.

Any delay on the part of the Contractor to provide these items to the Contract Specialist may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to the King County Project Manager. All invoices shall contain the following information:

- A. Invoice date
- B. Purchase order number (if provided by King County)
- C. Ship to address/location
- D. Remit address
- E. Date(s) of service(s)
- F. Item number(s)
- G. Description of supplies or services
- H. Quantities
- I. Unit prices
- J. Subtotal and totals amount
- K. Discount terms or amount, if applicable
- L. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall send the original invoice to the Bill-To address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against the Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the Contract may delay payment.

The County will not be bound by prices contained in an invoice that are higher than those in this Contract, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to the Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

2.6 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.7 Price Change Clause

Each contract anniversary, Contractor and subcontractors shall review the current Prevailing Wage Rates.

- A. The Contractor shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary. Contractor and subcontractors shall file an affidavit and new intent prior to contract extension.
- B. Any price or rate increases made because of a change in the prevailing wages will be compensated by the County on a pass-through basis if the Contractor requests a price increase under the price increase request requirements provided earlier within this agreement.
- C. The Contractor must follow the contract instructions for pricing increases, by notifying the Contract Specialist at least 30 days prior to the contract anniversary date of any resulting price increase and documenting the increase.

2.8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.9 Changes to the Contract or Work Orders

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

Changes to Work Orders

All changes to a Work Order must be made in writing and signed by the County's Project Manager in the form of a Change Order. No oral statement by any person shall change or modify a Work Order. All Change Order work shall be performed in accordance with the original Work Order requirements unless modified in writing by the County. No Direction provided by the County shall, in and of itself, entitle the Contractor to an adjustment in Work Order Price or Work Order Time.

The Contractor shall not be entitled to any change in the Work Order Price, Work Order Time or any other relief based on conditions or events, including but not limited to those that were:

1. Foreseeable at the time the Contractor entered into the Work Order;
2. Caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, failure to follow the Contract Documents, or failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.

The County shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. The following are unallowable costs:

- a. Interest or attorney's fees of any type other than those mandated by Washington state statute;
- b. Claim preparation or filing costs;
- c. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
- d. Lost profits, lost income or earnings;
- e. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
- f. Lost earnings or interest on unpaid retainage;
- g. Claims consulting costs;
- h. Expert fees and costs;
- i. The costs of corporate officers or staff visiting the Site or participating in meetings with the County;
- j. Any compensation due to the fluctuation of foreign currency conversions or exchange rates;
- k. Loss of other business; and/or
- l. Any other special, consequential, indirect or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.

2.10 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Contract Amendment Section.

2.11 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.12 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	Contractor Name
Neil Larsen	Contact Name
401 5 th Ave Suite 1300	Address
Seattle, WA 98104	City, State, Zip
(206) 477-7904	Phone
slarsen@kingcounty.gov	Email

2.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.14 Historical or Cultural Artifacts

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless King County, COMMERCE, and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State

Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the King County Project Manager. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

Section 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would

otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and shall state that the County shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. All insurance renewal certificates shall be sent to the County Project Manager.
- B. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) Days of County's request.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default/Non-appropriation."
- D. County's receipt or acceptance of Contractor's or any Subcontractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's or any Subcontractor's insurance or preclude or prevent any action by County against Contractor for breach of the requirements of this Section.

3.4 Insurance Requirements

- A. Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's

potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery from Contractor. Contractor and any Subcontractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

- B. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- C. Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions), and/or pollution liability; and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions), pollution liability, and cyber liability (technology errors and omissions) required by this Contract is acceptable on a "claims made" basis/form.
- D. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.
- E. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

1. Commercial General Liability:

Community Spaces Roster: \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate for bodily injury, personal and advertising injury, and property damage.

Residential Roster: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, personal and advertising injury, and property damage.

Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

- a. A per project aggregate endorsement shall apply to the General Liability policy.

- b. If Work involves underground construction, drilling or boring of any kind, or underground electrical work of any kind, Explosion, Collapse, and Underground Damage (XCU) coverage shall be included.
2. If Work involved requires any services provided by a licensed professional or those services that require a professional standard of care, Professional Liability (Errors and Omissions): \$1,000,000.00 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Statutory Limits per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
4. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or “Other States” State Law.
5. Employers Liability or “Stop Gap” coverage: \$1,000,000.00 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.
6. If Work requires underground work or the possible introduction, potential release, or exacerbation of hazardous materials or pollutants, Pollution Liability: \$1,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

F. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by Contractor and any Subcontractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except professional liability (errors and omissions), cyber liability (technology errors and omissions, and workers compensation):

1. The County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, contractor(s), or subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. **The County requires a copy of the additional insured endorsement(s) to complete the Contract.**

With respect to all liability policies (except workers compensation):

- a. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any Contractor's

or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.

- b. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

G. Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit County's right to coverage under the required insurance, or to Contractor's or any Subcontractor's liability to the County, and shall in all instances be the sole responsibility of Contractor and any Subcontractor, even if no claim has actually been made or asserted against Contractor or Subcontractor.

H. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (errors and omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.

I. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of Sections 3.3 and 3.4 (inclusive) above, including the requirement that all liability insurance policies (except professional liability and workers compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.

J. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

Section 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.

- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 - 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 - 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
 - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 - 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 - 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

- D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;
 2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:
 - a. Ownership of over five percent of the stock or other form of interest in the Contractor; and
 - b. Receipt of any compensation, gift or thing of value from the Contractor;
 3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
 4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.
 5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.
 6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <https://kingcounty.gov/~media/depts/risk-management/documents/financial-disclosure-consultant.ashx?la=en>
 7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

Section 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in

order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain an injunction in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

Section 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

Section 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17, 12.18, and 12.22 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

Section 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Contract Specialist and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Contract Specialist and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Contract Specialist and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Contract Specialist and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Contract Specialist or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

Section 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.12. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.12 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.

4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

Section 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon

giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.5 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.8 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

End of Terms and Conditions

Exhibit A - Supplemental Federal Terms and Conditions

Regulatory Authority

This Contract is funded in part under the U.S. EPA CPRG Implementation Grant (Grant No. 5E-84101001-0). The Federal Government is not a party to any sub-agreement nor to any solicitations or request for proposals. This Contract is subject to regulations contained in 2 CFR 200, 2 CFR 1500, 40 CFR 33, and the applicable grant agreement between the County and the Federal Government. The Contractor shall comply with the U.S. EPA General Terms and Conditions effective October 1, 2024, available at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>, which are incorporated herein by reference as it fully sets forth. All costs charged under this Contract must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. The following provisions include, in part, certain standard terms and conditions required by the Federal Government, whether expressly set forth in the following Contract provisions. Anything to the contrary herein notwithstanding, all Federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the Federal terms and conditions.

Non-Discrimination in Award of Contracts (40 CFR Part 33 Appendix A)

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EPA Fair Share Requirements

The requirements of EPA's Disadvantaged Business Enterprise (DBE) program for procurement activities under assistance agreements, contained in 40 CFR Part 33, apply to this Contract. Pursuant to 40 CFR Section 33.301, the Contractor is required to make good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

Fair Share Objectives.

In accordance with the requirements of EPA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises in procurement, the Applicant agrees to ensure, to the fullest extent possible that, at least the applicable "fair share" objectives of federal funds for contracts and subcontracts for supplies, construction, equipment, or services, are made available to organizations owned or controlled by socially and economically disadvantaged individuals and women.

For the purposes of this section, Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) is a business that has been certified as such by the State of Washington Office of Minority and Women Business Enterprises (OMWBE). An online directory of certified firms is available at www.omwbe.wa.gov.

Calculating Participation.

For purposes of calculating the utilization of Certified MBE and WBE firms, the County will count the participation as follows:

- a) *Percentage of contract amount.* The MBE/WBE participation shall be calculated as a percentage of total contract amount.
- b) *Commercially Useful Function.* M/WBE participation shall be counted only for firms performing a commercially useful function according to custom and practice in the industry. A commercially useful function includes, but is not limited to, the performance of a distinct element of work by a firm which has the skill and expertise as well as the responsibility of actually performing, managing and supervising the work using, its own work force and resources. No credit will accrue for an M/WBE acting merely as a passive conduit of funds to other non-certified firms. An MBE/WBE firm may further subcontract a portion of the work provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the MBE/WBE firm having the contract.
- c) *Brokers.* MBE/WBE firms that act as a broker in a transaction shall not count towards the Contractor's good faith MBE/WBE participation. A broker is a firm that does not, itself, perform or manage or supervise the work of its contract or subcontract in a manner consistent with the standard and customary business practices for consultants or subconsultants in its line of business. An MBE/WBE firm will be considered a broker if it subcontracts more than 49% of its work.
- d) *Joint Ventures.* Joint ventures shall be counted toward the percentage of MBE/WBE participation by crediting the MBE/WBE partner's portion of the hours proposed for the joint venture. Where the MBE's/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit, King County may direct an adjustment in the percentage of participation. In the case of a joint venture that includes a MBE/WBE, credit will be calculated proportionately toward their respective objective.
- e) *Participation by a firm that is certified by the OMWBE as a MBE/WBE* will be counted only toward either the MBE or the WBE goal, but not to both; the Contractor shall designate the goal to which the dollar value is applied.

Compliance Requirements.

1. The Consultant shall take affirmative steps in accordance with the Grant good faith MBE/WBE requirements to ensure the maximum practicable opportunity for MBE/WBE firms to participate in the work under this Agreement. During performance of the Agreement, if the scope of work is increased, the Consultant shall demonstrate the affirmative steps it took to ensure that MBE/WBE firms were given an opportunity to compete and participate in the increased work.
2. The County must be notified in writing by its prime consultant prior to any termination of a DBE subcontractor for convenience by the prime consultant.
3. If a DBE subconsultant fails to complete work under the subcontract for any reason, the County requires the prime consultant to employ the six good faith efforts described in § 33.301 if soliciting a replacement subconsultant.
4. The County requires its prime consultant to employ the six good faith efforts described in § 33.301 even if the prime consultant has achieved its fair share objectives under subpart D of this part.
5. In the event of failure of the Contractor to demonstrate adequate progress toward achieving the fair share goals, or to undertake and properly document evidence of the six good faith efforts, King County may require submission of a Corrective Action Plan, in a format and contents to be determined by King County. Failure to submit the required Corrective Action Plan, or failure of compliance with the terms of this section may result in withholding of payments, or other administrative sanctions as applicable.

Records and Access to Data

The Contractor shall maintain complete records for six (6) years following final payment and permit access to EPA, the U.S. Comptroller General, the State Auditor, and the County, pursuant to 2 CFR § 200.337 and RCW 39.26.180.

Reporting

Contractor shall submit progress reports and data as required to support the County's quarterly CPRG reporting to EPA (October 15, January 15, April 15, July 7).

Individual Consultant Rate

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid daily or hourly. As of January 1, 2024, the limit is \$735.60 per day and \$91.95 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these using their normal travel reimbursement practices). Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

Davis Bacon and Related Acts (DBRA) Requirements (Applicable only if triggered by EPA or County determination that the underlying task order or subaward constitutes covered construction work).

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/governmentcontracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a) Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b) Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c) Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants:
(<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).

This section implements the requirements of the Davis-Bacon and Related Acts (DBRA), 40 U.S.C. § 3141 et seq., and 29 CFR Part 5, as well as 2 CFR §§ 200.317 – 200.326. When applicable, the Contractor shall ensure that all laborers and mechanics employed under this Contract or any subcontract are paid wages at rates not less than those prevailing for corresponding classes of laborers and mechanics as determined by the U.S. Department of Labor (DOL). The Contractor shall include the applicable DOL wage determination in each subcontract and post it at the job site in accordance with 29 CFR § 5.5 (a)(1)(i). Certified payrolls shall be submitted weekly per 29 CFR § 5.5 (a)(3)(ii). The Contractor shall cooperate with audits or inspections by King County, EPA, or DOL to ensure compliance. The County will notify the Contractor in writing if DBRA requirements apply to a specific scope of work and will transmit the applicable wage determination.

Investing in America Emblem

Contractor will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Contractor will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investingamerica-signage>

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Contractor must assist King County in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly.

Light Refreshments and/or Meals

Contractor agrees to obtain prior approval from King County for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the King County Project Manager and include:

- a) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)
- b) A description of the purpose, agenda, location, length, and timing for the event, and
- c) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements. Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7).

Build America Buy America (BABA) - Appendix I to M-24-02 Buy America (Applicable only if triggered by EPA or County determination that the underlying task order or subaward constitutes covered infrastructure work).

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- A. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- C. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others. through the completion of the draw, occurred in the United States.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

1. applying the Buy America Preference would be inconsistent with the public interest;
2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/baba>.

Definitions.

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be

obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass)
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- viii. Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been:

- i. Processed into a specific form and shape; or
- ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings

utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

SAMPLE