



*Board of Commissioners*  
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LOW-INCOME WEATHERIZATION PROGRAM  
700 ANDOVER PARK W. • TUKWILA, WASHINGTON 98188  
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**REQUEST FOR PROPOSALS**  
**for**  
**WEATHERIZATION & REPAIR PROJECTS**  
**for the**  
**King County Housing Authority**  
**Weatherization Program**

**Request for Proposal Issued: Friday, February 3rd, 2023**  
**Proposal Due: Friday, March 24th, 2023 1:00 pm PST**

**This RFP includes the following documents:**

- 1. Request for Proposal Document**
- 2. Exhibit A: Respondent's Information Sheet**
- 3. Exhibit B: Experience, Production Capacity, and Firm Management**
- 4. Exhibit C: Equal Opportunity Clause**
- 5. Exhibit D: Non-Collusive Affidavit**
- 6. Exhibit E: Narrative & Weatherization and Repair Price List**
- 7. Exhibit F:** Installation and Materials Requirements
- 8. Exhibit G:** Insurance for Weatherization Contracts
- 9. Exhibit H:** Responsibilities: KCHA and the Firm
- 10. Exhibit I:** Contractor's Warranty and Release of Liens
- 11. Exhibit J:** Sample Statement of Work Items
- 12. Exhibit K:** Change Order Procedures & Pricing
- 13. Exhibit L:** Sample Form of Contract
- 14. Exhibit M:** Invoice Payment Checklist

Items in bold are part of required submittals

**Purpose:** The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) for providing weatherization services and related repairs in homes participating in its low-income weatherization and housing repair programs.

The RFP requests pricing in two categories:

1. Weatherization, including mechanical ventilation, lighting and windows in single family and mobile homes
2. Weatherization in multifamily buildings (does not include mechanical ventilation or lighting, which are bid separately for each multifamily project).

A respondent can bid either one or both of the categories.

The Low-Income Weatherization Program is funded by primarily by federal and utility funds, as well as a limited amount of state funding. Individual weatherization projects usually receive funding from two or more sources. Annual funding amounts are typically not known in advance and fluctuate from year to year. During the two year contract period associated with this RFP, KCHA *estimates* there will be adequate funding to weatherize a total of 200 single family homes, and 800 to 1,000 units of multifamily housing.

KCHA may, at the agency's sole discretion, request services from the firm(s) selected through this RFP for projects other than those receiving weatherization funding. The scope, schedule and budget for any such work will be negotiated with the firm through contract Change Order.

**Obtaining the RFP Documents:** Potential bidders may obtain a copy of the RFP documents by:

- Contacting Energy Conservation, at (206) 214-1240 or [energyconservation@kcha.org](mailto:energyconservation@kcha.org) to request the documents by email.
- Downloading the documents from the KCHA website, [www.kcha.org](http://www.kcha.org)
- If a printed paper copy is required, contact Energy Conservation and one can be mailed to you via USPS.

**Questions:** Any questions or requests for further information or clarification must be directed to Heather Eklund, Administrative Program Manager, in writing, either through email to [heathere@kcha.org](mailto:heathere@kcha.org) and cc [energyconservation@kcha.org](mailto:energyconservation@kcha.org) or through US mail (please use certified mail) no later than **Friday, March 10, at 3:30 pm PST**.

**Submission Deadline:** All proposals must be submitted, in accordance with conditions defined in the RFP and must be received via email or hand delivery **no later than Friday, March 24<sup>th</sup>, 2023, at 1:00 pm PST**. No submittals will be considered after this time. Bids may be submitted via: email or hand delivery.

**Email Submission** - Email with subject line "KCHA 2023 Weatherization RFP" to [heathere@kcha.org](mailto:heathere@kcha.org) and cc: [energyconservation@kcha.org](mailto:energyconservation@kcha.org). When a submission has been received via email, either Heather Eklund or Energy Conservation will reply to the email notifying the Firm that their submission has been received by the due date and time.

**Hand Delivered:** Deliver to the front desk at 600 Andover Park West, Tukwila WA 98188 between **11:00 AM and 1:00 PM** only. A KCHA representative will be present at the front desk to time stamp the bids and **the front desk will only be open during these hours**. Hand delivered submittals in a sealed envelope will be accepted the due on the due date prior to the cut off time.

After **Friday, March 24th, 2023 at 1:00 pm PST**, **bidding will be closed** and KCHA staff will tabulate the bids and notify the bidders by email of the bid results.

**Submission Instructions:** A complete proposal package will include:

1. One brief cover letter on the firm's letterhead signed by a principal of the firm confirming that the response is based on a complete reading and understanding of the RFP document and all Exhibits
2. One completed ***Exhibit A: Respondent's Information Sheet***
3. One completed narrative answering to the questions in ***Exhibit B: Experience, Production Capacity, and Firm Management***
4. One completed and signed ***Exhibit C: Equal Opportunity Clause***
5. One completed and signed ***Exhibit D: Non-Collusive Affidavit***
6. One completed ***Exhibit E: Weatherization and Repair Price List*** for either or both of the categories Multifamily or Single Family/Mobile Home. Pricing must be submitted in the excel work book format of Exhibit E as it was issued in the RFP.
7. All documentation required in the "**Qualifications**" section, below in this document

All fields and questions on required forms must be fully answered and complete. Failure to do so may result in the bid being declared non-responsive. Bids that include exclusions or qualifications will be declared non-responsive. All Exhibits requesting a signature must be signed and electronic signatures will be accepted. No proposals shall be opened before the submission deadline. **Submissions will not be publicly opened or read.**

**Addenda:** In the event there are changes or clarifications to this RFP, KCHA will issue an addendum. Addenda will only be sent to those bidders who have registered with KCHA as having received an official copy of the RFP. It is the responsibility of the bidder to check with one of the KCHA contacts named in this RFP prior to the submittal deadline to ensure that all addenda issued by KCHA have been received.

**Pre-Bid Meeting:** Attendance at a pre-bid meeting is **mandatory**. The intention of the meeting is to describe the weatherization program, clarify elements of this RFP, review KCHA contracting procedures, and answer questions raised by bidders. The Pre-Bid Meeting will take place via a Zoom conference call on **February 24<sup>th</sup>, 2023 at 10:00 am**.

Please review all materials in this RFP *before* attending the Pre-Bid Meeting and have the materials available during the meeting. For Firms who have not used Zoom before, KCHA recommends a trial run with Zoom prior to the meeting to ensure login capability. KCHA will record the meeting as well for distribution upon request.

**Link to Meeting:** <https://kcha-org.zoom.us/j/86849482531?pwd=SHkrbHd5Z01zbDZjZSzhwVDJyOFNwQT09>

**To Dial In Without Zoom Software and have audio only:** (253) 215-8782

**Meeting ID:** 868 4948 2531

**Passcode:** 806720

**Award of Contract(s):** KCHA may choose to award one or multiple contracts, whichever will allow for maximum efficiency and cost-effectiveness in the delivery of the weatherization program. A successful firm will demonstrate the ability to complete weatherization work based on the evaluation criteria set forth in the RFP.

**Availability of Funding:** Funding for these services is dependent upon governmental and utility funding for low income weatherization. Should funding levels be reduced from current expectations, authorizations for these services would be proportionately reduced. KCHA reserves the right to adjust the value of contracted services accordingly.

**Rights Reserved by KCHA:** Selection of a firm or firms does not confer any exclusive right to represent KCHA in all matters described in the scope of work. KCHA also reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all responses. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director (or assignee) has approved the award of the contract.

**Basic Eligibility:** The successful firm must be licensed to do business in the State of Washington, must have a state UBI number and be properly authorized and be licensed (if required by law) to perform the services proposed. The firm must have been in business and engaged in weatherization work for a minimum of three of years. In addition, the successful respondent must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Non-procurement Programs" or HUD's "Limited Denial of Participation" list.

**Payment Requirements:** Respondents should be aware that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed and passed inspection. No advance payments will be made to the awarded Firm, who must have the capacity to meet all expenses in advance of payments by KCHA.

**Public Records:** All information submitted to KCHA will become public records, as per RCW 42.56. Please do not submit information that you consider to be confidential and/or proprietary to your business. KCHA cannot withhold such information in a response to a public disclosure request.

## **Weatherization & Related Repairs Request for Proposals Requirements**

### **BACKGROUND**

KCHA manages the weatherization program available to low income households in King County, outside the City of Seattle. Eligible participants reside in rental and owner-occupied housing, including single family, mobile home and multifamily structures. The program provides funding for energy upgrades, weatherization-related repairs, and, and weatherization-related work to address resident health and safety. Funding sources include the Federal Departments of Energy, Health and Human Services, and the Bonneville Power Administration (BPA), as well as Washington State and Puget Sound Energy (PSE). With the exception of the PSE funds, all funding is contracted through the State Department of Commerce.

### **SCOPE OF WORK**

Weatherization and related repair work includes one or more of the following:

- Air infiltration reduction, including blower door-guided air sealing
- Insulation of attics, walls, under floors, heating ducts and water pipes
- Combustion safety analysis and diagnostics testing
- Installation of mechanical ventilation equipment (single family homes only)
- Installation of interior lighting or electrical accessories
- Mobile home roof/insulation systems
- Window re-glaze, repair or replacement (single family homes only)
- Low flow showerheads and faucet aerators, LED lamps and smart power strips
- Other miscellaneous weatherization items
- Weatherization-related repairs, including electrical, plumbing and carpentry

This solicitation does not include weatherization measures that KCHA procures separately, such as heating system upgrades and hot water tank repair/replacements.

Work is to be performed in accordance with:

- Exhibit E: Weatherization and Repair Price List
- Exhibit F: Installation and Material Requirements
- Specific project work order (see example Exhibit J: Sample Statement of Work Items)
- Standard Work Specifications (SWS) for Home Energy Upgrades (available at <https://sws.nrel.gov> )
- Washington State Weatherization Field Guide (available at <https://www.commerce.wa.gov/growing-the-economy/energy/weatherization-and-energy-efficiency/weatherization-program-documents/>)
- Washington State Weatherization Manual (available at <https://www.commerce.wa.gov/growing-the-economy/energy/weatherization-and-energy-efficiency/weatherization-program-documents/>)
- ASHRAE Standard 62.2—2016 standard
- Applicable building codes and city codes; obtaining permits is the responsibility of the contractor

- Lead Safe Weatherization (LSW) and Renovation, Repair and Painting (RRP) practices, where applicable

## **DURATION OF WORK**

The time period associated with these services is two years from the contract award date, anticipated to be approximately April, 2023. KCHA reserves the right to terminate the contract at an earlier date for any of the following reasons: (1) KCHA chooses an alternative option for purchasing these services; (2) the firm fails to perform; and/or (3) program funding has been significantly reduced.

## **INDEPENDENT CONTRACTOR STATUS**

The firm is an independent contractor and is not an employee, partner, joint venture or officer with KCHA. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the firm. The firm covenants and warrants that the firm shall pay when due all of the firm's costs and expenses arising from the relationship described herein including without limitation all required payments of estimated tax, income tax, social security taxes, state and local taxes, state disability insurance tax or premiums, unemployment insurance taxes and penalties or interest thereon, and the firm shall indemnify and hold the KCHA harmless from any costs or liability, including reasonable attorney fees, resulting from the firm's breach hereunder.

## **STATE PREVAILING WAGE LAW (SPW), CHAPTER 39.12 RCW**

Weatherization funding contracted to KCHA through the State Department of Commerce is subject to the requirements of Washington's State Prevailing Wage (SPW) Law. It will be the Firm's responsibility to know and follow all of the requirements for compliance with the SPW Law. All administrative costs of compliance with the SPW Law should be included in the proposed unit prices. **Filing cost for Intents and Affidavits will not be reimbursed separately. Final invoices will not be paid until all Intents and Affidavits have been filed AND approved by the Department of Labor and Industries.**

## **PAYMENT OF SALES TAX**

Provisions of state law (RCW 70.164) allow a [sales tax exemption for weatherization materials installed under the Low-Income Weatherization Program](#), as outlined in the Washington State Department of Revenue Special Notice: [Sales and Use Tax Exemption for the Weatherization Assistance Program](#). Tangible personal property that becomes a permanent part of a qualifying residence under the weatherization program is eligible for the exemption from sales tax and use tax. Examples of qualifying weatherization materials include, but are not limited to the following: insulation and sealants; parts for air infiltration; heating and cooling equipment; supplies used to seal and repair ducts. Charges for labor, services, permits, bonds, intents & affidavits included in weatherization projects are subject to sales tax and use tax.

Completed [WA DOR Form 27 0032](#) will be provided to each contract awarded Firm for tax purposes.

The RFP requires that respondents break each unit price into its materials, and labor/overhead/profit components. Invoices for completed work must show the costs that are subject to sales tax and those that are not, and KCHA will not pay sales tax on the cost of exempt materials.

## **PAYMENT AND PERFORMANCE BONDS**

The firm will be required to provide a Payment & Performance Bond prior to the award of work orders for a single project the total of which is equal to or greater than \$200,000. The bond form and the surety are subject to approval by KCHA. In such cases, KCHA will issue a change order to the Contract to reimburse the Firm for the cost of the Bond.

## **MATERIAL SAFETY DATA SHEETS**

Contracted firms shall maintain Safety Data Sheets (SDS) for all products used in the performance of the work in their office(s) and on all job sites. **A copy of all the MSDS forms shall be provided to the KCHA at the time a contract is awarded.** Firms shall update their MSDS whenever they add a new product or there is a change in a current product.

## **QUALIFICATIONS**

Qualified firms must submit documentation of the following:

- ❑ Minimum of three years in business as a company engaged in weatherization work; **companies who recently formed and wish to claim the prior experience of either owners or employees do not meet this requirement.**
- ❑ Licensed and bonded to do business as a general contractor in the State of Washington and possessing all licenses required for technical work
- ❑ Firm insurance coverage in accordance with KCHA requirements (See Exhibit G)
- ❑ Evidence that crew leaders have RRP Lead Training
- ❑ Each crewmember's certification for completing a Lead-Safe Weatherization training
- ❑ Firm written Safety Plan, including statement about mask requirements inside resident units/homes
- ❑ Three references of agencies for which the firm has performed weatherization work in the last two years
- ❑ Firm completion of [Public Works Training requirement through WA State Labor & Industries](#) verified through the L&I Contractor portal or an exemption of the training requirement.
- ❑ A written employee training plan that describes the firm's type and frequency of weatherization-related technical skills training for employees and how the firm plans to maintain appropriate skill levels and meet evolving training needs
- ❑ Firm Quality Assurance/Quality Control Program
- ❑ Attendance of the Mandatory Pre-Bid Meeting

**For Firms submitting responses to single family and mobile homes:**

- ❑ Demonstrated capacity to successfully manage and complete a minimum of 3 single family/mobile home projects per month
- ❑ Evidence that **crew leaders** have Building Performance Institute (BPI) Building Analyst/Energy Auditor or Quality Control Inspector Professional Certification
- ❑ Evidence that **crew leaders** have Combustion Safety Testing training (at least one combustion safety trained employee must be on-site each day of work at a house with combustion)
- ❑ Any other trainings / certifications that may become required by the Dept. of Commerce or KCHA. (*KCHA may assist with a portion of the training costs.*)

**For Firms submitting responses to multifamily buildings:**

- ❑ Evidence that **crew leaders** have Building Performance Institute (BPI) Building Analyst/Energy Auditor or Quality Control Inspector Professional Certification
- ❑ Evidence that **crew leaders** have Combustion Safety Testing training (at least one combustion safety trained employee must be on-site each day of work at a house with combustion)
- ❑ Provide project examples to demonstrate capacity to perform work on large multifamily projects, usually coordinating with other contractors on the site, and typically completing work within 6 to 9 months
- ❑ Evidence that the firm is certified as a PSE Multifamily Air Sealing Contractor (or will be so certified within 3 months of signing a contract with KCHA), and that crew leads who will be assigned to KCHA jobs attended the training.
  - Registration for PSE MF Air Sealing Training can be obtained by contacting Michael Niall with CLEAResult at [Michael.Niall@CLEAResult.com](mailto:Michael.Niall@CLEAResult.com) (206) 518-1015. Provide confirmation of your registration within the RFP submittal.
- ❑ Any other trainings / certifications that may become required by the Dept. of Commerce or KCHA. (*KCHA may assist with a portion of the training costs.*)

*You can review Weatherization specific trainings at the WA State Commerce Weatherization training provider, [Building Performance Center](#) and their [course schedule](#).*

*If still unsure on where to obtain any of the training requirements noted above, reach out to Heather Eklund, Weatherization Program Manager, through email to [heathere@kcha.org](mailto:heathere@kcha.org) and cc [energyconservation@kcha.org](mailto:energyconservation@kcha.org).*



## **EVALUATION CRITERIA**

A complete response may have pricing for: (1) single-family homes and mobile homes; and/or (2) multifamily buildings.

KCHA may ask to visit an active weatherization job site with the Firm's management and crews as part of the evaluation of each Firm's proposal.

**Unit Prices (maximum 40 points):** In order to be considered, a proposal must include prices for all items. **If any work item is not priced, the entire proposal will be considered unresponsive.** In order to compare pricing, KCHA has assigned a weight to each item based on the frequency authorized (the item weights are available upon request). Multiplying the proposed item price by the assigned weight results in a "weighted price" per item. The sum of all weighted prices becomes the proposal "price". Responses with lower proposal prices will receive more points.

**Experience and Production Capacity (maximum 30 points):** Firms will be evaluated on their experience in the weatherization field working in the homes of low-income residents. A successful firm will have demonstrated experience in application of weatherization technologies described in this RFP (e.g. insulation, combustion safety, blower door-guided air sealing, and pressure diagnostics). Respondents will also be evaluated on the volume of units for which they can provide timely, high quality weatherization requiring few, if any, corrections.

Evaluation of Experience and Production Capacity will be based on: 1) information provided in Exhibit B: Experience, Production Capacity, and Firm Management; and 2) information gathered during KCHA's job site visit, if conducted.

**Firm Management (maximum 30 points):** This category refers to the firm's administrative capacity including maintenance of all required insurance and licenses, history with wage compliance, personnel training and management, customer service, and accuracy, timeliness, and completeness of invoices. Examples include the following:

- Keeping insurance, licenses, certifications, etc. current and promptly submitting to KCHA all required relevant documentation
- Maintaining appropriately trained and skilled crew leaders and crew members who collectively have obtained the Building Performance Institute (BPI) Building Analyst Professional Certification and certifications for combustion safety, LSW training, RRP training, OSHA 10 training, etc. (All training/certification required by the Washington State Department of Commerce's Low-Income Weatherization Program)
- Having a formal employee training program including the firm's type and frequency of weatherization-related technical training provided for employees and the firm's plan for maintaining appropriate skill levels through future training/certification programs
- Having requirements for periodic review of the weatherization specifications found in the *Field Guide, Weatherization Manual* (Department of Commerce), and SWS (Dept. of Energy and National Renewable Energy Laboratory).
- Having a Quality Assurance/Quality Control program
- Having a Safety Program and written Safety Plan, including statement regarding wearing masks inside occupied units/homes.

Evaluation of Firm Management will be based on: 1) KCHA's experience working with the firm (if applicable); 2) references provided by other weatherization clients of the firm; 3) review of submitted information; and 4) information gathered during KCHA's job site visit, if conducted.

## **CONTRACTING**

The timing and amount of weatherization funding received from the numerous federal, state, and utility programs varies from year-to-year. Variable grant funding means that KCHA cannot provide contractual funding guarantees. KCHA will enter into not-to-exceed contracts with the firm(s) selected through this RFP. The contract does not guarantee a specific volume of work, but establishes the maximum value of work orders that will be authorized by KCHA for the firm over the life of the contract. As evidenced by the Evaluation Criteria, high ranking firms will provide the best combination of price, experience, production capacity and quality firm management.

## **DISTRIBUTION OF WORK**

If more than one firm is chosen to provide weatherization in either one or both of the two categories, KCHA will apply the pricing of each firm to a particular project and award the work to the lowest priced firm for that project. KCHA will only vary from this practice if a firm indicates that it cannot receive additional work due to the volume of work to which the firm is currently committed. In all cases, KCHA's assessment of a firm's on-going ability to perform high quality work in a timely manner will determine the quantity of work ordered from the firm. Should performance become a concern with any firm, KCHA will limit the amount of work authorized for that firm until the performance issues are resolved.

## **WOMEN AND MINORITY OWNED BUSINESS ENTERPRISES (WMBE)**

KCHA strongly encourages women-owned and minority-owned businesses, as well as socially-and-economically disadvantaged business enterprises and small businesses to respond to this RFP.

**EXHIBIT A**  
**RESPONDENT'S INFORMATION SHEET**  
**RFP for Weatherization and Repair Projects**

**BASIC INFORMATION**

Name of Firm (Company) \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

State UBI Number \_\_\_\_\_

Business Names and UBI #s used by Respondent in the past 5 years if different than above

\_\_\_\_\_

This firm is a: Corporation \_\_\_\_ Partnership \_\_\_\_ Sole Proprietorship \_\_\_\_ LLC \_\_\_\_

Women or Minority Owned Firm? Yes No

How long has your organization been in business as a contractor? \_\_\_\_\_ years

How many years has your organization worked with weatherization programs? \_\_\_\_ years

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

**LICENSES** (Please attach copies)

Business License No. \_\_\_\_\_ Type of Business License \_\_\_\_\_

Are you licensed to do business in all of King County outside of Seattle? Yes No

If no, for what areas/cities are you licensed? \_\_\_\_\_

\_\_\_\_\_

Washington State Contractor's License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Other License Information (List other licenses, with expiration dates, that you hold that are necessary for the proposed work)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EMPLOYEES

Names and addresses of all owners, principals, partners, officers, etc.:

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Number of regular full-time employees other than owner(s) \_\_\_\_\_

Do you anticipate hiring additional staff to work on this project? \_\_\_\_\_ If yes, how many? \_\_\_\_\_

## SUBCONTRACTORS

Please list the subcontractors you intend to use in the performance of this work, along with the approximate % of the work that they will perform.

Name of Subcontractor \_\_\_\_\_ % of work \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_ % of work \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_ % of work \_\_\_\_\_

## INSURANCE

Proof of insurance is required prior to the execution of a contract. KCHA will request proof of insurance from the winning respondent. In addition Contractors must be able to provide additional insured endorsements for King County Housing Authority and the State of Washington.

Liability & Property Damage Insurance Co. \_\_\_\_\_

Amt. \$ \_\_\_\_\_ Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Automobile Insurance Co. \_\_\_\_\_

Amt. \$ \_\_\_\_\_ Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

## **SUPPLIERS, BANKING, and BONDING**

Supplier Reference(s):

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Bank Reference(s):

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

For a project in which the total amount of all work orders issued to a contractor is \$200,000 or more, the contractor will be required to post a performance bond for that project.

Name of Bonding Co. \_\_\_\_\_

Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

## **RESPONDENT'S HISTORY**

Has Respondent ever been found guilty of violating any State or Federal employment laws? \_\_\_\_\_

Has Respondent ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? \_\_\_\_\_

Has any lien, claim and/or adverse legal action related to construction been rendered against Respondent in the past 5 years? (i.e. open claims, lawsuits, warrants, judgments including but not limited to those that would show on the L&I website) \_\_\_\_\_

Has Respondent or any of its employees filed any claims with Washington State Worker's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? \_\_\_\_\_

If yes to any of the above, give details & attach additional pages as necessary \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CONTRACT ROUTING

Should you be awarded contract please provide the details for the contract routing via DocuSign.

**Contract Reviewer Name (if applicable):** \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

*This individual will be set up as reviewer only*

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**Signing Authority for Contract's Name:** \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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Any additional Recipients who will need copies of executed contract documents

**Recipient Name:** \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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**Recipient Name:** \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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## **CERTIFICATION**

In signing below, the Respondent hereby certifies that the information contained in this Respondent's Information Sheet is accurate, complete and current. Further, the Respondent states that they are a \_\_\_\_\_ (partner or officer) of the firm that is making the attached response.

Signature of Legal Authority \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_, 2023

## **EXHIBIT B**

### **EXPERIENCE, PRODUCTION CAPACITY AND FIRM MANAGEMENT**

Provide complete answers for each of the following.

1. Describe your company's experience working with programs that fund weatherization of single-family and/or multi-family properties. Include the names of organizations for which you have provided weatherization work over the past two years. How many units and what percentage of your firm's total weatherization workload occurred for each of these organizations?
  
2. Provide contact information for at least three recent (within the last 2 years) references that are willing to discuss their experience with your company in areas noted in the following questions. Ideally, references would include the organizations you worked with to gain the experience described in question #1 above. Note the nature of the projects (e.g. building type(s), estimate of units completed, key weatherization measures) performed for each reference. References may include private parties, governmental agencies, utilities, etc.
  
3. Describe your firm's capacity to produce work for KCHA.
  - How many crews do you employ? How many workers to a crew? Do crews specialize in particular services (e.g. air sealing crew, insulation crew, multi-family crew)?
  - Do you anticipate a need to hire additional crewmembers?
  - How many units of each type for which you are proposing to provide weatherization would you be able to complete each month?



4. Have your crews received appropriate training and are they fully capable of performing blower door guided diagnostics and air sealing? Would any of this work be subcontracted?
5. Does your firm have the machinery and experience for installing high density insulation (dense pack)?
6. Describe your firm's capacity for administering a weatherization contract with KCHA, including the ability to administer state wage requirements?
7. List the name of each crewmember that possesses Building Performance Institute (BPI) certification as a Building Analyst Professional or other BPI certification. Include copies of certifications for each crewmember.
8. If responding to single family, list each crewmember that possesses training certification for combustion safety testing. Include copies of certifications for each crewmember.

9. If responding to single family, describe your experience with mobile home weatherization projects. Have you successfully installed mechanical ventilation? EPDM or metal roofing systems?
10. How do you assure that your crewmembers have training in basic weatherization techniques, as well as specialized training such as for combustion safety? Do you offer training opportunities that allow experienced workers to maintain, improve, and/or expand their skills? How will you address new training requirements that arise during the contract period?
11. How does your firm provide quality control for the work that you perform?
12. How would you resolve electrical or plumbing repairs should you encounter any while performing weatherization work? Do you have trained crewmembers to perform such repairs? If appropriate, provide appropriate Washington State Department of Labor and Industries documentation of the necessary certifications for performing those repairs.
13. Customer service is a priority of the program. Recognizing that customers may not be knowledgeable about weatherization and repair work, how do you interact with them about the work being done on their homes? Describe your firm's customer service philosophy and how it is demonstrated throughout a project.

## EXHIBIT C



WEATHERIZATION DEPARTMENT  
700 ANDOVER PARK W – STE D  
TUKWILA, WASHINGTON 98188  
PHONE (206) 576-2132 FAX (206) 214-1259

### EQUAL OPPORTUNITY CLAUSE

**During the performance of this Contract, the Contractor agrees as follows:**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action 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 apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1 above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminate or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other actions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT D



WEATHERIZATION DEPARTMENT  
700 ANDOVER PARK W – STE D  
TUKWILA, WASHINGTON 98188  
PHONE (206) 576-2132 FAX (206) 214-1259

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**( FOR CONTRACTS & EQUIPMENT \$50,000 AND ABOVE )**

STATE OF WASHINGTON )

)

COUNTY OF KING )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is a Partner or Officer of the Firm of, etc. \_\_\_\_\_ the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against KING COUNTY HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**SIGNATURE OF:**

\_\_\_\_\_  
**Bidder, if the Bidder is an Individual**

\_\_\_\_\_  
**Partner, if the Bidder is a Partnership**

\_\_\_\_\_  
**Officer, if the Bidder is a Corporation**

**SUBSCRIBED AND SWORN** to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

# EXHIBIT E

## 2023 WEATHERIZATION PRICE LIST

The following work items in Exhibit E are to be installed in accordance with [Standard Work Specifications for Home Energy Upgrades](#), the Washington State Weatherization Manual and Washington State Weatherization Field Guide. The current versions are accessed from the [WA State Department of Commerce website](#).

The contractor must obtain the most recent version of each document for review upon bidding. If contract is awarded copies of the current manual and field guide must be kept with crews at each job site and utilize pertaining to the work being performed for either:

- Single Family Site-Built Housing
- Manufactured Housing
- Multifamily Housing

### Other Referenced Documents for work specifications

- ASHRAE Standard 62.2
- Local Codes
- [EPA's Renovation, Repair, and Painting Rule](#)
- Exhibit F Installation and Materials Requirements

If any conflicts exist between Exhibit F Installation, Materials Requirements and any of the other referenced documents, the requirements of the other referenced documents are paramount.

Permits, where applicable, are the responsibility of the contractor.

KCHA will reimburse only the cost of the permit (no mark-ups). A “Yes” is displayed by the item in the “Exhibit F” column header wherever there are additional requirements associated with the installation of these items. You will find these noted in Exhibit F Installation and Materials Requirements.

Prices for each item must include all labor and material required to complete the installation. Materials and labor/overhead/profit need to be priced separately for each item. Include in the price any related repair or finish work such that completed work is finished to match the surrounding materials. Prices are grouped into three categories:

1. **Single Family Projects** including site-built homes, duplex, triplex, four-plex and manufactured housing.
2. **Multifamily Projects** including properties with more than five units

A property with multiple duplex, triplex or four-plex buildings on a single site with a single ownership will be considered multifamily and should be bid as such. You may bid just Single Family/Mobile Home, just Multifamily, or both types of projects.

**All work is subject to the State Prevailing Wage (SPW) Law.** Prior to start of work, the contractor shall file a Statement of Intent to Pay Prevailing Wages. During the course of the work certified payroll reports are required to be submitted to WA State Labor and Industries. Upon final completion of the project, the contractor shall file an Affidavit of Wages paid. All administrative costs of compliance with the state prevailing wage should be included in the proposed unit prices. We will not pay additional administrative costs outside of the unit pricing. Filing cost for Intents and Affidavits will not be reimbursed separately, nor will the costs of preparing or submitting certified payroll reports.

## EXHIBIT F

### **INSTALLATION AND MATERIALS REQUIREMENTS**

January 2023

The [Washington State Weatherization Manual](#), the [Washington State Weatherization Field Guide](#), and [the NREL Standard Work Specifications \(SWS\) for Home Energy Upgrades](#) are provided by the State Department of Commerce to agencies that coordinate low income weatherization programs throughout the state. The documents clarify program requirements that agencies (frequently referred to as the state's "contractor") must follow, including detailed specifications, installation procedures and related project documentation. Firms responding to this RFP must comply with areas of each of the above referenced documents that apply to their work, e.g. installation of measures, warranties, certificates of insulation, documentation of pressure readings, etc. Firms are not asked to comply with requirements that clearly are intended for agencies, e.g. computerized analysis, general program oversight, quality control inspections, etc.

**All work that may disturb lead based paint must be performed in accordance with Lead Safe Weatherization (LSW) practices and the Renovation, Repair, and Painting (RRP) Rule. Firms must document crew certification for utilizing LSW and RRP. Failure to utilize LSW and RRP, where required, may necessitate immediate work stoppage, clearance testing, relocation of occupants, clean-up and/or legal claims. Firms are responsible for costs of activities that arise from a failure to follow the lead safe protocol.**

KCHA promotes a sustainable approach to conducting its home repair and weatherization programs. Firms are encouraged to utilize "green" materials and products wherever possible and make every effort to recycle waste material.

#### **TIME AND MATERIALS CHARGES—ALL HOUSING TYPES**

For work that is unique to a particular project and not included in the RFP, the firm will be asked to provide a detailed cost estimate of the time involved and the materials required to accomplish the work item(s). The KCHA Construction Coordinator will either: 1) obtain the estimate from the firm prior to issuance of the Statement of Work Items so that the pricing can be included; or, 2) add the work by change order after the Statement of Work Items is issued. In all cases, the Construction Coordinator will develop an independent cost estimate for comparative purposes.

Examples of work that will be based on a time and materials estimate are the additional set-up and clean-up activities associated with Lead Safe Work, the scopes of which will vary among projects.

In addition, repairs identified by the firm while undertaking the weatherization project that are critical to completing weatherization activities may also be carried out based on a time and materials estimate. These repairs require the **prior approval of KCHA via a change order**. The firm will be required to submit an invoice that compares the detailed time and materials estimate with actual costs-- *materials used, number of man-hours worked and associated charges*.

Please note the below descriptions are referring to a specific building types and are divided between Multifamily, Mobile home and Single family. The work items may appear on all three building types; however, the specific information covered in Exhibit F is noted for the specific project type.

## **UNIT PRICES**

Please note that the following requirements, which correspond to items listed on Exhibit E, are **in addition** to the guidance in the [Field Guides](#) and [SWS](#). These additional requirements provide greater detail for particular items; item numbers that are not listed here do not have greater detail than is contained on the price list. The *Field Guides* and *SWS* continue to apply to all activities.

## **MULTIFAMILY PROJECTS**

### **A. INFILTRATION**

**A1. Door weather-strip kit:** Includes removal of existing weather-stripping and installation of kit with metal supporting system. Acceptable types include Quolon, Thermal Brush and vinyl bulb. Foam tape is not acceptable.

**A7-A8. Box over non-IC rated fixture:** A solid flame-resistant enclosure securely attached over or around recessed lighting or other heat producing fixtures made of metal or sheet rock. Must keep insulation at least 3 inches and not more than 4 inches from the fixture and be air sealed and fastened to the ceiling structure to prevent movement during insulation application. Extend at least 4 inches above the top of insulation.

**A9-A16. Airseal attic/Airseal underfloor:**  
For multifamily buildings, air sealing will be performed in attics or under floors and priced per sq. ft.

Price to include sealing all penetrations in attic floor, including electrical and plumbing penetrations, all points where dissimilar materials are abutted in the thermal air barrier (top plates, sheetrock joints), and all points where there is a

change in plane of the air barrier (knee wall/ ceiling connections). Materials used shall be installed in accordance with manufacturer specifications and all local codes. All penetrations in the attic floor shall be air sealed irrespective of clearance in the attic space above the attic floor.

- A19. Airseal top plate-walls on top of concrete:** Access interior of wall cavity and install air barrier to prevent loose fill dense pack material from cascading down interior of concrete stem wall. Reinstall siding and subsiding to original condition, persevering weather resistant envelope.
- A20. Airseal apartment marriage line walls:** Dense pack loose fiberglass wall insulation with summer hose such that material will accumulate and provide an air barrier at the perimeter. Price per (8) feet of marriage line.

## **B. ATTIC INSULATION**

- B3. Remove attic insulation - Loose fill:** Remove and properly dispose of all existing attic blown insulation, except vermiculite.
- B4. Remove attic insulation - batt:** Remove and properly dispose of all existing attic batt insulation.
- B5. R-11 on ceiling: cellulose, loose fill (Includes installation of baffles/dams up to 5 per 1000 sq. ft.):** R-11 on ceiling: cellulose, loose fill including installation of baffles (Assume 5 low vent baffles per 1000 sq. ft. of heated attic space, for additional baffles see B6), dams, electrical connection and depth markers.

## **C. ATTIC ACCESS / VENTILATION**

- C2. Lockable Energy efficient ceiling access:** Prefabricated attic access to contain sturdy, compact housing (roughly 2'x4', continuous soft weather strip, finished solid door panel, and molding or self-trimming flange). Refer to the following website for clarification of one prefabricated option:  
[www.conservationtechnology.com](http://www.conservationtechnology.com)
- C3. Energy efficient knee wall access:** Prefabricated knee wall access to contain sturdy, compact housing (roughly 2'x4', continuous soft weather strip, finished solid door panel, and molding or self-trimming flange).
- C4. Eave vent without thermal bridging (14.5 x 3.5):** Outer 13.5" x 1" area to be screened with 1/8", 28 gauge galvanized metal for a net free area of 11.5 square inches



- C5. Eave vent without thermal bridging (22.5 x 3.5):** Middle 21.5" x 2.5" area to be screened with 1/8", 28 gauge galvanized metal for a net free area of 43 square inches.

#### **D. WALL INSULATION**

- D21. Exterior Rigid Board:** Provide and install one inch continuous exterior wall insulation installed to manufacturer specification. Installation to be on approved substrate Insulation to be covered by others.
- D22. Interior Rigid Board:** Provide and install one inch continuous interior wall insulation installed to manufacturer specification. Installation to be on approved substrate. Insulation to be covered by others

#### **E. FLOOR INSULATION**

- E1. Remove floor insulation:** Remove and properly dispose of all existing floor insulation.
- E10. Slab on grade insulation:** Remove loose soil to 2" below grade and/or vegetation next to the slab. Clean the exposed slab, removing any earth that might impact the performance of the insulation. If necessary, cut the bottom of the siding. The new edge of the siding shall be below the edge of the top of the concrete slab approximately ½ inch. Any siding cut will be treated to maintain a weatherproof surface. Loosen the bottom of the siding by removing the bottom nails and prepare for the installation of flashing. Preparation includes air sealing between the mudsill plate and the cement slab and applying a waterproof coating to the exposed slab.

Install flashing such that top leg is installed under the existing wall vapor retarder, with a ½ inch gap at least between the bottom of the siding and the flashing, and the bottom leg of the flashing is parallel to the insulation. The middle of the Z in the flashing will be installed with a slight slope away from the building. Flashing shall be a z configuration. Flashing shall be metal, with a hemmed drip edge. The top leg of the flashing shall be at least 4" long. The bottom leg of the flashing will be at least 1". Install an R-10 rigid mineral insulation board (e.g. Roxul drain board or approved equal) to the edge of the slab per manufacturer's specifications. Rigid insulation will have no gaps, voids or overlap. Install a permanent protective board over the insulation. The protective board will be painted to match the siding. The protective board will be mechanically fastened to the concrete slab at exterior points of the protective cover such that the protective cover shall not move if kicked by an adult. Z flashing will span rigid board insulation and protective cover. Exterior

corners of the flashing and protective cover board will be designed and installed to provide a continuous cover without sharp edges or points.

- E11. Cantilever floor, open to the outside:** For an open cantilever floor insulate the full thickness of the floor and cover with 3/8-inch exterior grade or pressure treated sheathing to protect the insulation installed. If area is in a visible location or subjected to intermittent moisture (i.e. splash back, etc) prime & paint sheathing on all exposed sides.

#### **F. CRAWL SPACE ACCESS, VENTILATION & VAPOR BARRIER**

- F3. Rescreen existing vent:** To be ¼" metal galvanized.
- F5. Vent Well:** Metal pre-formed mechanically attached with coated fasteners.
- F8. Closeable crawl space vent:** Metal vent to replace existing crawl space vent.

#### **G. OTHER INSULATION**

- G3. Atypical Spaces (cellulose):** Atypical spaces are unique cavities in the envelope that can sometimes be dense packed with insulation to provide an air tight assembly. Price solicited here is for material only in this installation. Material is cellulose treated with 100% borate. Time required to install the material will be discovered at the installation.
- G4. Atypical Spaces (fiberglass):** Atypical spaces are unique cavities in the envelope that can sometimes be dense packed with insulation to provide an air tight assembly. Price solicited here is for material only in this installation. Material is loose fill fiberglass. Time required to install the material will be discovered at the installation.
- G5. Atypical Spaces (under bathtub):** A common building detail is bathtub mounted on an exterior wall. Provide a price to dense pack the cavity below the tub with loose fill fiberglass.

#### **I. MECHANICAL VENTILATION**

- I6. Wall termination blocking:** Provide and install blocking for exterior wall ventilation cap, flashed and incorporated into the exterior drainage plane. Blocking shall match existing siding and provide a weather tight assembly.

## K. GENERAL/ OPTIONAL

*This section is the ONLY optional price. If the contractor is not equipped to perform the blower door testing, they can opt out of including this price.*

- K1. Shell blower door (whole building, 4-plex):** Conduct a whole building depressurization test to ASTM-3158 standard, with 5 pressure points and a confidence level greater than 95%. Testing shall be conducted using blower door manufacturer software. Intentional openings of the envelope (Including trickle vents) and all parts of the mechanical ventilation system shall be sealed as part of the pre-test and post-test. Records of the test shall be submitted with the invoice, including individual fan readings per period of record. The minimum size for pricing will be a four-plex with independent apartment entries.
- K2. Shell blower door (whole building, above 4 units, not double loaded corridor):** This is a price to add an additional apartment to the test described in M3. If the building needed to be tested is a six-plex, the cost will be the cost of the four-plex identified in M3 plus two additional costs identified here. The standard for the test is identical to M3.

## **SINGLE FAMILY WORK ITEM LIST**

### **APPLIANCES**

#### **07-01-011-15, 07-01-011-18, 07-01-011-21 - Appliances: Refrigerator Replacement (Optional Bid Item)**

Replacement refrigerators shall meet the following criteria:

- Energy Star or better energy efficiency.
- Top-mount freezer (two door models).
- Models with no extra features such as door ice, through door water dispensing, or automatic icemakers.
- Automatic defrost
- Contractor must register warranty with manufacturer and provide the receipt of purchase and warranty registration to KCHA for payment and to client for warrantable issues.
- Contractor is to verify and inspect new replacement unit is working order without any defects prior to removing existing unit for disposal any destruction (cutting of power cord) of existing unit.

- Contractor shall remove the old refrigerator from the property and dispose of it properly per Section 608 of the 1990 Clean Air Act, as amended by 40 CFR 82, Subpart F, 1995 at an EPA-approved disposal site that reclaims the refrigerant.
  - The invoice file contain documentation of the proper disposal from the disposal facility, or a statement signed by a commercial vendor indicating that the vendor will dispose of the refrigerator at an approved disposal site that reclaims the refrigerant.

**07-01-013 Appliances: Refrigerator Removal of additional underused unit (Optional Bid Item)**

Disposal of additional underused refrigerators other than the primary shall meet the following criteria:

- Contractor shall remove the old, underused refrigerator from the property and dispose of it properly per Section 608 of the 1990 Clean Air Act, as amended by 40 CFR 82, Subpart F, 1995 at an EPA-approved disposal site that reclaims the refrigerant.
  - The invoice file contain documentation of the proper disposal from the disposal facility, or a statement signed by a commercial vendor indicating that the vendor will dispose of the refrigerator at an approved disposal site that reclaims the refrigerant.

**ATTIC INSULATION**

**04-01-002 to 04-01-141 - Attic Insulation:** Loose fill cellulose insulation in site built homes unless Scope of Work specifies otherwise

**WALL INSULATION**

**04-02-063 to 4-02-065 - Wall Insulation:** Dense pack cellulose insulation unless Scope of Work specifies otherwise.

**04-04-002 to 04-04-004 - Rim Joist/Sillbox Insulation:** Rigid insulation in open cavities or bag and blow cellulose insulation in closed cavities.

**MECHANICAL VENTILATION**

**06-02-001 to 06-02-006 - Mechanical Ventilation:** Bath/Utility Exhaust Fan: Panasonic Whisper Line or equivalent with prior approval. Range Hood Continuous Exhaust Fan: Air King ECQ Series or equivalent with prior approval. Test fan flow to verify settings. Label Whole house fan.

**06-01-003 - Mechanical Ventilation: Programmable Smart Switch:** Ventilation Fan Control Panasonic FV-WCPT1-W Fan/Light Control with Delay Timer or equivalent with prior approval.

**06-01-004, 06-01-005, 06-01-007- Mechanical Ventilation: Plug in fan modules:** Systems utilizing plug in controls are use toggle switch to control power at source.

**06-01-009 Mechanical Ventilation: Fan Humidistat Wall Switch:** Ventilation Fan Control Panasonic FV-WCCS1-W or equivalent with prior approval.

## **DOORS**

**03-02-009 Doors: New Lockset:** Door knob and deadbolt to be keyed alike.

**03-02-024 Doors: Peephole:** to be installed at homeowner's preference. If installing two, lower to be mounted at ADA height, 42" from the floor.

## **INFILTRATION**

**05-01-019 Ducts Sealing:** Price based on square footage of unconditioned space; price includes entire accessible system.

**05-01-020 Duct Sealing:** Registers/Boots: Price per register

**05-01-022 to 05-01-026 Ductwork Installation: Flex Supply/Return, Rigid Supply/Return, Crossover Replacement:** All new ductwork installed shall include duct sealing and R-11 insulation unless Scope of Work specifies otherwise.

## **MISC. LOW COST**

**07-01-001 Lighting: LED Bulbs:** Contractor to leave bulbs with client

## **ROOFS**

**01-00-005 Other: EPDM Roof (MH):** Roofing products and installation techniques to be in accordance with manufacturer's instructions and Washington State Department of Labor and Industries (L&I) requirements. Materials are to meet ASTM (American Society for Testing Materials) standards. Firm to have available on site the manufacturer's material safety data sheets (MSDS) and installation instructions as well as any ICBO approvals. Install appropriate flashing for awnings where gutters do not fit. Ethylene Propylene Diene Monomer (EPDM) single-ply membrane is to be minimum 45 mils (.045"). Manufacturer is to warrant the roof material for a minimum period of twelve years. Firm is to warrant labor for a

minimum period of five years. Both warranties are to be transferable to subsequent homeowners. Firm to initiate manufacturer's warranty and assure homeowner is in receipt of warranty at job completion. Alteration Permit with L&I required. Evidence of approved permit and registered warranty are to be submitted with invoice. Firm is responsible for establishing with L&I the process for obtaining Alteration Permit.

**01-00-026 Other: TPO Roof (MH):** Roofing products and installation techniques to be in accordance with manufacturer's instructions and Washington State Department of Labor and Industries (L&I) requirements. Materials are to meet ASTM (American Society for Testing Materials) standards. Firm to have available on site the manufacturer's material safety data sheets (MSDS) and installation instructions as well as any ICBO approvals. Install appropriate flashing for awnings where gutters do not fit. Thermoplastic Polyolefin (TPO) single-ply membrane is to be minimum 45 mils (.045"). Manufacturer is to warrant the roof material for a minimum period of twelve years. Firm is to warrant labor for a minimum period of five years. Both warranties are to be transferable to subsequent homeowners. Firm to initiate manufacturer's warranty and assure homeowner is in receipt of warranty at job completion. Alteration Permit with L&I required. Evidence of approved permit and registered warranty are to be submitted with invoice. Firm is responsible for establishing with L&I the process for obtaining Alteration Permit.

### **SAFETY**

**01-00-015 Other: Asbestos Encapsulation:** Price for mastic encapsulation of asbestos tape on existing ductwork. Where undamaged, S-ACM tape is fully visible, accessible, and NOT inside a component of the forced air duct system, like a register boot, wet the tape and encapsulate with mastic, based upon the appropriate SOP in Policy and Exhibit 9.9 in the Weatherization Manual. If the Firm does not have a competent person to perform the work, work may be subcontracted by the Firm or KCHA on a time and materials or bid basis.

# EXHIBIT G

## INSURANCE REQUIREMENTS FOR WEATHERIZATION CONTRACTS

The firm awarded the contract (hereafter "Firm") shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the firm, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the firm. By requiring the insurance below, the King County Housing Authority (KCHA) makes no statement or representation that such coverages and limits are independently adequate for the firm's business operations. The responding firm is encouraged to contact their insurance representative to establish such adequacy.

Insurance: Unless higher limits or additional coverages are required by the Prime Contract, prior to the commencement of any work, Firm shall secure, purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement contained in this Agreement shall also apply to anyone hired by the Firm to Work under the Agreement.

- 1. Worker's Compensation Insurance** and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Work is to be performed.

Employers' Liability Insurance with minimum limits of:

\$1,000,000 Each Accident  
\$1,000,000 Disease Each Employee  
\$1,000,000 Disease Policy Limit

Policy coverage terms and conditions to include:

Employers Liability/Stop Gap Liability

### 2. Commercial General Liability

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01, occurrence form, or equivalent for hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations

The insurance shall have the following minimum limits of liability:

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products / Completed Operations Aggregate

The general aggregate coverage limits shall be per project general aggregate and shall be evidenced on Firm's Certificate of Insurance.

The insurance shall include:

- Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability)
- To the extent aligned with and permissible under applicable law, no Contractual Liability Coverage Exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar)
- Personal Injury Liability (with contractual exclusions deleted)
- Perils of Explosion, Collapse, & Underground (XCU)
- Electronic Data (CG 04 37 or similar)
- Additional Insured coverage to be primary and non-contributory
- No separation of insured exclusion
- No subsidence exclusion (if applicable to the Work)
- No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar)

Firm shall maintain general liability coverage for both Products and Completed Operations Insurance and the Additional Insured for the statute of repose. Firm shall continue to provide evidence of such coverage to KCHA on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.

### 3. Commercial Automobile Liability

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Work with limits of:

\$1,000,000 Combined Single Limit

### 4. Excess/Umbrella Liability

Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Firm's primary Employer's Liability, Commercial General

Liability and Commercial Automobile Liability with limits of \$1,000,000 each occurrence and aggregate.

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.
- Higher limits may be required by KCHA on a project by project basis.
- Firm's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured.

#### **5. Pollution Liability**

This Section is applicable to Firm's work related to environmental services or includes the use of or work around hazardous materials. Pollution Liability policy must include defense expenses and contractual liability coverage aligned with indemnification obligation of this Agreement. Coverage must be maintained throughout the applicable statute of repose of \$1,000,000 Each Occurrence and \$ 1,000,000 in the Aggregate

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the firm shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **Waivers of Subrogation**

All insurance coverages maintained by Firm shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation, where permitted). Firm further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Firm's Work, tools, machinery, equipment, material,

supplies, or any other losses within the scope of any insurance maintained by Firm. If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

#### **Other Insurance Provisions**

1. The Commercial General Liability, Automobile, Umbrella and the Firm's Pollution Liability policies shall contain, or be endorsed to contain, a provision naming KCHA, and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects to products completion and services of the firm written on an Accord ISO, CG 2010 endorsement or broader.
2. The firm's insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, agents, partners, or volunteers shall be excess of the firm's insurance and shall not contribute with it.
3. Approval, disapproval or failure to act by KCHA regarding any insurance supplied by the Firm shall not relieve the Firm of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Firm from liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to KCHA.
5. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Firms must provide written verification of their insurer's rating.
7. Verification of Coverage: The firm shall furnish KCHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before firm commences delivery or products or services. KCHA reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting



the coverage required by these specifications at any time.

8. **Subcontractors:** Any subcontractor shall include KCHA, its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The firm shall be responsible for subcontractors complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverage for subcontractors shall be subject to all of the requirements stated herein.
9. Required insurance, including Additional Insured status for Completed Operations under the General Liability Policy, shall be maintained for the statute of repose following completion of the project and acceptance by KCHA.

#### **Indemnification**

To the fullest extent allowed by law, The Firm hereby agrees to indemnify, defend, and hold harmless KCHA, the State of Washington, and Puget Sound Energy, and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively ("Indemnities")), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting on the firm's behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the firm will not be required to indemnify, defend, or hold harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the firm or the firm's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the firm's negligence or the negligence of its agents employees.

FURTHERMORE, the firm acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the firm's immunity under Washington's Industrial Insurance Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The firm hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnatee, and failure to do so shall constitute a material breach of this Contract by the firm.

## EXHIBIT H

### RESPONSIBILITIES: KCHA & THE FIRM

Following is the sequence of activities and responsibilities for all weatherization and repair services. Listed activities apply to particular building services indicated by the designations SF for single family (includes site built and mobile/manufactured homes), and MF for multifamily properties. Items highlighted in pink are COVID-19 specific steps or related information.

| Step | Site Type | Activity  |
|------|-----------|---|
| 1    | SF        | KCHA completes the Statement of Work Items and sends it to the firm via Notice to Proceed.  |
| 2    | MF        | In general, KCHA conducts the audit prior to developing a work plan. On occasion, the firm may be asked to participate in the audit.  |
| 4    | SF, MF    | As soon as possible, but within no more than two weeks of receipt of the Statement of Work Items, the firm contacts the household or property management to schedule the work (single family and mobile projects to start within a one to two week period).   |
| 5    | SF, MF    | The firm is responsible for obtaining any permits and/or other approvals from the appropriate agency(ies) in the jurisdiction where the property is located. The firm is also responsible for paying the appropriate federal and state prevailing wage rates and complying with payroll reporting requirements.   |
| 6    | SF, MF    | The firm shall follow all safety guidance within their submitted safety plan including a statement about mask requirements inside resident units/homes  |
| 7    | SF, MF    | The firm communicates with KCHA regarding: (A) departures from normal procedures; (B) necessary changes or additions to work order; (C) recommendations for alternative methods of accomplishing the work; and, (D) project delays. If a change order is necessary, <b>it must be approved by KCHA in advance of the work being done.</b>   |
| 8    | SF, MF    | The firm consistently provides high quality customer service, including: (A) communication with the client or property management regarding project progress, as well as any changes in the scope of work or schedule; (B) client instruction regarding proper use and care of installed products; (C) maintenance of the work site and project schedule so as to minimize inconvenience to the client; and, (D) provision of insulation certificates and product warranties. |
| 9    | SF        | The firm performs a combustion safety test at the beginning of its work to confirm baseline testing established at the audit. Worst case tests are performed daily during construction when the building envelope changes in any way. The firm performs a combustion safety test for each appliance. The firm records test results on the Combustion Safety Test Report and submits the report to KCHA. KCHA conducts a follow-up test to verify results.                     |

|           |        |   |
|-----------|--------|---|
|           | MF     | KCHA will conduct a combustion safety test at the conclusion of the weatherization work.  |
| <b>10</b> | SF, MF | The firm takes pre and post retrofit blower door readings.<br>The firm completes infiltration repairs that have a significant impact on building air leakage and completes duct sealing and wall insulation (any work that will have an impact on air sealing that is being charged in a separate line item) before taking the blower door reading that will establish the baseline for the air sealing payment. Readings are recorded. The firm conducts air sealing, reducing home air leakage. The amount of leakage is measured through blower-door guided air sealing. |
| <b>11</b> | SF, MF | The firm notifies KCHA in advance when insulating any closed cavity. KCHA will conduct an in-progress inspection for all such insulation work.<br>The firm performs zonal room-to-room pressure differential testing, records pre and post results and makes necessary corrections.   |
| <b>12</b> | SF, MF | Where the Statement of Work items notes "Lead Safe Weatherization Practices Apply", the firm is to comply with these practices. The firm notifies KCHA when beginning a Lead Safe Weatherization (LSW) project. KCHA performs in-progress inspections on occasion. If LSW practices are not followed and a health risk appears to exist, KCHA may choose to stop all work and order a clearance test. Household members may be relocated. The company is liable for resulting costs of testing, cleanup and relocation.   |
| <b>13</b> | SF, MF | The firm maintains Safety Data Sheets (SDS) for all products used in the performance of its work. SDS forms are submitted to KCHA in a notebook at the time of contract award. The firm updates the SDS notebook whenever a new product is added or a change occurs related to an existing product.   |
| <b>14</b> | SF     | The firm completes work orders within thirty calendar days of authorization. Exceptions are made for delays beyond the control of the firm.   |
| <b>15</b> | MF     | The firm completes work orders in compliance with a project schedule developed with KCHA.   |
| <b>16</b> | SF, MF | The firm provides the client or building management with a packet of information relevant to the weatherization project. Packet includes firm name and address, product and labor warranties, and manufacturer's instructions/owner's manuals for operation of controls and appliances.   |
| <b>17</b> | SF, MF | The firm notifies KCHA of completion of work. All items noted on the Statement of Work Items are subject to review and approval.  |
| <b>18</b> | SF, MF | The firm corrects any items identified as unsatisfactory within ten calendar days.  |
| <b>19</b> | SF, MF | The firm submits: (A) the invoice for the completed work, including copies of all permits, if applicable; (B) a revised Statement of Work Items, if applicable, documenting any changes from the original Statement of Work Items and   |

|           |        |  |
|-----------|--------|--|
|           |        | accompanied by approved change orders; and (C) Contractor's Release of Liens. (D) All approved L&I Intents and Affidavits (E) Diagnostic Reports (F) Insulation certificates (G) Any Lead test results or Lead Safe Work practices. (H) Exhibit M -Completed Invoice Payment Checklist to accompany each invoice.            |
| <b>20</b> | SF, MF | The firm assures crews are well trained and certified for all facets of this work including, as appropriate, LSW, combustion safety analysis, blower door guided air sealing, pressure diagnostics, insulation techniques (loose-fill, high density cellulose, rigid form, wet spray), quality construction techniques, etc. |
| <b>21</b> | SF, MF | The firm will keep abreast and comply with all required WA State L&I rules, regulations and reporting, as well as any changes in the Governor's requirements for construction related to the COVID-19 pandemic.  |
| <b>22</b> | SF, MF | The firm shall provide reporting to KCHA that is requested and required as either instruction by KCHA, WA State Department of Commerce or any of its funders.  |
| <b>23</b> | SF, MF | The firm keeps abreast of changes in the field of low income weatherization.   |
| <b>24</b> | SF, MF | KCHA keeps the firm informed of significant changes in program funding, anticipated projects during current and future periods, and other relevant changes in program operation.   |
| <b>25</b> | SF, MF | KCHA periodically reviews the firm's overall performance including customer service, timely completion of projects, quality of work, and compliance with all aspects of the contract. Results of the review are shared with the firm and are considered when authorizing future work.  |

EXHIBIT I

CONTRACTOR'S WARRANTY AND RELEASE OF LIENS/  
HOMEOWNER'S RELEASE OF FINAL PAYMENT

TO: "CLIENT NAME" \_\_\_\_\_  
PROPERTY ADDRESS: "CLIENT ADDRESS" \_\_\_\_\_  
CONTRACT DATE: "WORK ORDER DATE" \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_  
PREVIOUS PAYMENT \_\_\_\_\_ BALANCE REMAINING: \_\_\_\_\_  
CONTRACTOR "FIRM NAME" \_\_\_\_\_  
ADDRESS: "FIRM ADDRESS" \_\_\_\_\_ TELEPHONE: "FIRM PHONE NUMBER" \_\_\_\_\_

1. As a final notice, the undersigned hereby certifies that there is due from and payable to the CONTRACTOR under the above contract the balance or sum of \$ \_\_\_\_\_.
2. The undersigned CONTRACTOR further certifies that all work required under this contract has been performed in accordance with terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. The undersigned CONTRACTOR hereby guarantees the work performed for a minimum period of one year from the date of the final acceptance of all the work required by the contract. The undersigned CONTRACTOR also provided all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract to the aforementioned client.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH AN INVOICE FOR PAYMENT.  
FAILURE TO DO SO WILL RESULT IN DELAYS OF PAYMENT.**

EXHIBIT J  
SAMPLE STATEMENT OF WORK ITEMS



WEATHERIZATION DEPARTMENT  
700 Andover Park West, Suite D, Tukwila, WA 98188  
PHONE (206) 576-2132 FAX (206) 214-1259

Statement of Work Items

INSPECTOR: [Energy Auditor's Name] Phone 1: [CLIENT'S PHONE #]  
NAME: [CLIENT'S NAME] Date: [DATE OF AUTHORIZATION]  
ADDRESS: [CLIENT'S ADDRESS] Site ID:  
CONTRACTOR: [FIRM'S NAME] [TRACKING #]

- ☐ Safe Work Practices DO Apply To This Work
- ☐ The federal Davis-Bacon and Related Acts AND the State Prevailing Wage Law DO apply to this work. You must pay the higher of the federal or state wage rate for comparable job classifications based on the specific work activity. You must also comply with the payroll reporting and document filing requirements reference in your contract.
- ☒ The State Prevailing Wage Law DOES apply to this work. You must pay the appropriate wage rate based on the specific work activity. You must also comply with the document filing requirements referenced in your contract.

|      |            |         |
|------|------------|---------|
| ICB# | CONTRACTOR | ORDERED |
|------|------------|---------|

The following items are to be installed in accordance with the Weatherization Contract dated Aug 30, 2013, together with any subsequent contract addendums.

|  |                          |                                     | I. Ordered Items   | Item Charge | Unit Label | Qty  | Qty Label | Qty2 | Qty2 Label | Total Charge |
|--|--------------------------|-------------------------------------|--|-------------|------------|------|-----------|------|------------|--------------|
| A. Infiltration                                    |                          |                                     |  |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Air infiltration reduction   | \$76.000    | /100CFM    | 12   |           |      |            | \$912.00     |
|  |                          |                                     | Work Note: Unable to perform blower door test during audit, will perform with your first visit |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dryer duct system: metal   | \$92.000    | each       | 1    |           |      |            | \$92.00      |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dryer hood   | \$27.000    | each       | 1    |           |      |            | \$27.00      |
| B. Attic Insulation & Mobile Home Roofs            |                          |                                     |  |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Roof Insulation: min R-9 foam board  | \$2.330     | /Sq Ft     | 924  |           |      |            | \$2,152.92   |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | New roof sytem: single-ply membrane (e.g. EDPM)  | \$3.210     | /Sq Ft     | 924  | Sq Ft     |      |            | \$2,966.04   |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Aluminum gutters and downspouts  | \$4.670     | /Ln Ft     | 120  | Ln Ft     |      |            | \$560.40     |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Attic insul in enclosed attic, fiberglass, loose fill, blown, fill cavity through exterior     | \$1.880     | /Sq Ft     | 462  | Sq Ft     |      |            | \$868.56     |
| E. Floor Insulation                                |                          |                                     |  |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underfloor ins. Fiberglass, loose fill, blown, fill cavity                                     | \$1.940     | /Sq Ft     | 924  | Sq Ft     |      |            | \$1,792.56   |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Duct sealing: both single wide and double wide   | \$312.000   | /Home      | 1    |           |      |            | \$312.00     |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Rodent Barrier   | \$1.130     | /Sq Ft     | 462  | Sq Ft     |      |            | \$522.06     |
| F. Crawl Space Access, Ventilation & Vapor Barrier |                          |                                     |  |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Ground cover: 6 mil polyethylene, black  | \$0.260     | /Sq Ft     | 924  | Sq Ft     |      |            | \$240.24     |
| I. Windows & Doors                                 |                          |                                     |  |             |            |      |           |      |            |              |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Replacement windows, up to 200 sq ft per work order  | \$26.000    | /Sq Ft     | 86.6 | Sq Ft     |      |            | \$2,251.60   |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prehung metal insulated door   | \$611.000   | each       | 2    |           |      |            | \$1,222.00   |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Entry lockset  | \$64.000    | each       | 2    |           |      |            | \$128.00     |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Entry deadbolt   | \$60.000    | each       | 2    |           |      |            | \$120.00     |
| <input type="checkbox"/>                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Door Lite  | \$91.000    | each       | 1    |           |      |            | \$91.00      |

Statement of Work Items

INSPECTOR: [Energy Auditor's Name]  
NAME: [CLIENT'S NAME]  
ADDRESS: [CLIENT'S ADDRESS]  
CONTRACTOR: [FIRM'S NAME]

Phone 1: [CLIENT'S PHONE #]  
Date: [DATE OF AUTHORIZATION]

|                           |                          |                                     |  |           |      |   |  |  |             |
|---------------------------|--------------------------|-------------------------------------|--|-----------|------|---|--|--|-------------|
| J. Mechanical Ventilation |                          |                                     |  |           |      |   |  |  |             |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Bath Fan, Single Speed: Install new single speed 80 cfm, ceiling bath fan.                             | \$513.000 | each | 2 |  |  | \$1,026.00  |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Range Hood, Two Speed: Install new two speed or variable speed kitchen range hood.                     | \$614.000 | each | 1 |  |  | \$614.00    |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Vent Bath Fan: Vent existing or new bath fan to outside.   | \$118.000 | each | 2 |  |  | \$236.00    |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Vent Range Hood or Kitchen Fan: Vent existing or new kitchen range hood or ceiling exhaust fan to outside. | \$130.000 | each | 1 |  |  | \$130.00    |
| L. Safety                 |                          |                                     |  |           |      |   |  |  |             |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Combustion safety testing  | \$145.000 | each | 1 |  |  | \$145.00    |
| <input type="checkbox"/>  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Carbon monoxide detector<br>Work Note: each end of home  | \$86.000  | each | 2 |  |  | \$172.00    |
| Preliminary Project Cost  |                          |                                     |  |           |      |   |  |  | \$16,581.38 |

| II. Additional Items     |                          |                                     |   | Item Charge | Unit Label | Qty | Qty Label | Qty2 | Qty2 Label | Total Charge |
|--------------------------|--------------------------|-------------------------------------|---|-------------|------------|-----|-----------|------|------------|--------------|
| T. Time and Materials    |                          |                                     |   |             |            |     |           |      |            |              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Time and Materials Charge<br>Work Note: floor repair in several spots | \$0.000     |            |     |           |      |            |              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Time and Materials Charge<br>Work Note: ceiling repair at front door  | \$0.000     |            |     |           |      |            |              |
| Z. Documentation         |                          |                                     |   |             |            |     |           |      |            |              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Permits Required  | \$0.000     |            |     |           |      |            |              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Warranty and Documentation  | \$0.000     |            |     |           |      |            |              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Insulation Certificate Required                                       | \$0.000     |            |     |           |      |            |              |

|                    |  |  |                       |             |
|--------------------|--|--|-----------------------|-------------|
| III. TOTAL CHARGES |  |  | Total:                | \$16,581.38 |
|                    |  |  | Tax (Rate:        ) : |             |
|                    |  |  | Total with Tax:       |             |

IV. NOTES FROM AUDITOR

Standard mobile home job with a new roof

V. EXPLANATION OF ADDITIONAL ACTIVITIES NOTED ABOVE

The following signatures attest to satisfactory completion of this project.

The undersigned CONTRACTOR further certifies that all work required under this contract has been performed in accordance with terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

CONTRACTOR

DATE

KCHA

DATE

## **EXHIBIT K**

### **CHANGE ORDER PROCEDURES & PRICING**

#### **Standard Procedure for Single Family (SF) and Multifamily (MF)**

- **SF/MF** Change Orders initiated by a contractor or homeowner must be approved by KCHA and properly documented in the project file in advance of the work being done. If work is completed without an approved Change Order, the contractor will not be reimbursed.
- **SF/MF** Approval of the Change Order should only take place after the Construction Coordinator has conducted a site visit to evaluate the changed condition, to determine if the proposed approach is appropriate and, if energy related, that the change is cost effective.
- **SF/MF** Change orders should include a detailed description of the proposed change in work; a fixed price (credit, debit, or no cost) for the change in contract amount; estimate of any additional time, if any, required to complete the work; and, a fully executed (signed and dated by both the contractor and homeowner) KCHA Weatherization Department Change Order form.
- **SF** All Change Orders must be signed by the Construction Coordinator for the project. Change orders up to \$1,000 must be approved by the Single Family Project Manager. Change Orders from \$1,001 - \$4,999 must be approved by the Program Manager. Change Orders \$5,000 and over must be approved by KCHA's Deputy Director.
- **MF** All Change Orders must be signed by the Construction Coordinator for the project. Change Orders up to \$4,999 must be approved by the Department Director. Change Orders \$5,000 and over must be approved by KCHA's Deputy Director.

#### **Alternate Procedure**

- For situations in which the contractor finds a changed condition that needs to be corrected immediately because it threatens the health and safety of the occupant, will result in damage to the property, or seriously delay the progress of the work, the Construction Coordinator or Project Manager may authorize the Change Order by telephone and document the file to that affect. Within 48 hours of the telephone approval, the contractor will submit the required Change Order documents for approval by the homeowner and/or KCHA.

#### **Pricing of Change Orders**

Change Orders submitted for KCHA approval will be subject to the following:

1. Labor calculated at the prevailing wage for the relevant job classification marked up by no more than 35% to cover the costs of payroll taxes, Workman's Compensation Insurance, etc.
2. Actual costs for materials marked up by no more than 25% to cover the costs of use taxes, warehousing, transportation, etc.
3. Profit and Overhead at no more than 14%



**CONTRACT**  
for  
**WEATHERIZATION AND REPAIR PROJECTS**

THIS CONTRACT, made and entered into this ~~Click or tap here to enter text.~~, by and between ~~Click or tap here to enter text.~~, a Firm organized and existing under the laws of the State of Washington, hereinafter called the "Firm," and the King County Housing Authority, a public body corporate and politic created pursuant to the Housing Authorities Law of the State of Washington, herein after called "KCHA."

WITNESSETH THAT:

WHEREAS, KCHA conducts a weatherization program that serves low-income households;

WHEREAS, installation of weatherization measures and remediation of various building conditions are required by the program;

WHEREAS, the Firm is licensed to do business in the State of Washington and, where required by law, bonded, and is prepared to provide these goods and services.

THEREFORE, the Firm and KCHA have made the following agreement.

**ARTICLE I. Contract Documents.**

The Contract shall consist of the following parts:

1. This Instrument
2. Request for Proposals for Weatherization and Repair Projects issued February 3<sup>rd</sup>, 2023
  - a. (incorporated herein by this reference)
3. Proposal submitted by the Firm submitted March 24<sup>th</sup>, 2023
  - a. (incorporated herein by this reference)
4. Exhibit A: Template Notice to Proceed
5. Exhibit B: Template Statement of Work Items
6. Exhibit C: Change Order Policy
7. Exhibit D: Change Order Template (*Excel Document*)
8. Exhibit E: Weatherization Price List 2023
9. Exhibit F: Installation and Materials Requirements
10. Exhibit G: Insurance for Weatherization Contracts
11. Exhibit H: Responsibilities – KCHA & The Firm
12. Exhibit I: Contractor's Warranty and Release of Liens
13. Exhibit J: Equal Opportunity Clause
14. Exhibit K: Copy of KCHA/ Department Commerce Contract (DOE)
15. Exhibit L: Buyer's Retail Tax Exemption Certificate
16. Exhibit M: Invoice Payment Checklist

This Instrument, together with the other documents enumerated in this Article I, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in this Contract conflicts with any provision of a Statement of Work Items, the provision of the Statement of Work Items shall govern, except as otherwise specifically stated by KCHA at the time of issuance of the Statement of Work Items.

## ARTICLE II. Scope of Services

Statement of Work Items. KCHA will issue to the Firm Statements of Work Items, which serve as work orders for the provision and installation of weatherization measures, mechanical ventilation, lighting, related repairs, and the correction of weatherization-related health and safety issues. Statements of Work Items, accompanied by a Notice to Proceed (Reference **Exhibit A**) will be issued on a building-by-building basis. Each shall identify the: (1) name and address of the property owner; (2) quantity of items ordered; (3) item prices as indicated in this contract; (4) work for which the contractor is requested to provide a time and materials price; and, (5) instructions and/or comments relating to specific work items. Statements of Work Items also serve as documentation of completed work items and must be signed, dated, and returned with the Firm's invoice for the work.

Time of Project Completion. Single family homes and mobile homes shall be completed within 45 calendar days of the date of the Firm's receipt of the Notice to Proceed, unless otherwise agreed by KCHA. Timeframes for completion of multifamily projects may vary by the size of the project and complexity of the work.

Practices and Procedures. The Firm shall supervise the work by employing best industry practices. The Firm shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. The Firm shall provide and pay for all labor, materials, equipment, tools, construction equipment, permits, additional utilities, transportation and other facilities necessary for the proper execution and completion of the work. The Firm shall utilize all new materials incorporated into the work. All work shall be performed by craftsmen skilled in the trade by which such work items would appropriately be performed.

All work shall be performed in accordance with the best practices of the trade and shall be of good quality, free from faults and defects. All material supplied and installation techniques shall be in accordance with all pertinent provisions of the [Washington State Department of Commerce Weatherization Manual](#), the [Washington State Weatherization Field Guides for Single Family/Mobile Homes and Multifamily Housing](#), the [Standard Work Specifications for Home Energy Upgrades](#), KCHA **Exhibit F**, ASHRAE 62.2-2016, applicable manufacturers' installation specifications, local codes, and specific project requirements as described on the Statement of Work Items (**Reference Exhibit B**). Where noted by KCHA on the Statement of Work Items, the Firm shall utilize Lead Safe Weatherization practices and the combustion safety testing protocol in completing projects. The work shall follow the steps outlined in **Exhibit H**.

In-Progress Inspections. For work that will be covered or no longer visible when the project is complete, the Firm will notify KCHA of the date and time the work will commence and the anticipated time needed to complete the work so that KCHA may schedule an in-progress inspection. The Firm will confirm with KCHA the actual start of the work and schedule the inspection with the appropriate Construction Coordinator or Construction Project Manager. Failure to comply may cause payment of the work to be

delayed until satisfactory inspection of the work is accomplished.

Notice of Completion. The Firm shall notify KCHA of project completion and arrange for an inspection of all completed work. All activities noted on the Statement of Work Items shall be subject to review and approval, including the use of Lead Safe Weatherization practices, if applicable. KCHA shall inform the Firm where it finds work to be unsatisfactory. The Firm shall, without additional compensation, correct any work that fails to conform to the requirements of the Contract Documents, whether discovered during the progress of the Work or upon KCHA's final inspection of the Work. The Firm shall correct unsatisfactory work within ten business days of notification by KCHA, and shall notify KCHA for a follow-up inspection.

Compliance with Laws. The Firm shall comply with all laws, ordinances, rules and regulations, and all orders of any governmental authority relating to the work or its performance, and shall notify KCHA if bid documents, the Contract, any drawings or specifications are at variance therewith.

Permits. The Firm shall be responsible for obtaining all required permits for the work and the approval of permitted work by the applicable enforcement agency. The cost of a permit (permit only, no mark-ups) is reimbursable by KCHA. The Firm shall insure that all of the Firm's subcontractors likewise comply.

Compliance with KCHA/ Department of Commerce Contracts. The Firm shall be bound to all applicable requirements of the contracts between the Department of Commerce and KCHA. The Firm is responsible for any failure to comply with any applicable term or condition of said Contracts. The Firm shall appropriately maintain operations to assure fiscal conditions of the Contracts are met.

Workers' Compensation. The Firm must remain in compliance with Washington Workers' Compensation laws throughout the duration of the Contract. KCHA must receive verification of the Firm's current registration and compliance status from the Washington State Department of Labor and Industries before the Firm commences the Contract work.

Notice to Proceed. No work under this Contract shall be commenced by the Firm until the Contract Documents have been signed by the Firm and KCHA. No work shall be commenced by the Firm for individual projects until KCHA has issued the Firm a written Notice to Proceed.

Safety Procedures. The Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with best industry practices and applicable local, state and federal law, including without limitation regulations of the Secretary of Labor at 29 CFR Parts 1904 and 1926. For Statements of Work Items in excess of \$100,000, or for multi-building projects for which the total of all Statement of Work Items exceeds \$100,000, the Firm shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. The Firm shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (a) all workers and other persons on the work site, (b) all of the work, materials and equipment to be used or incorporated therein, and (c) all other property at the work site or adjacent thereto.

Responsibility for Acts of Employees and Subcontractors. The Firm shall be responsible for all acts and omissions of the Firm's agents and employees and for the acts and omissions of subcontractors and their agents and employees.

Site Cleanup. The Firm shall, at all times, keep the work site free from accumulations of waste materials or rubbish resulting from the work. At completion of the work, the Firm shall remove all waste materials and rubbish, tools, materials and equipment, and surplus materials from the work site, clean all glass surfaces and leave the work site “broom clean.”

### **ARTICLE III. Compensation**

Upon completion of work items, the Firm shall submit to KCHA: (1) the Statement of Work Items with the Firm’s documentation of actual items installed, associated costs and other clarifications; (2) the Firm’s invoice; (3) copies of permits, if appropriate, indicating approval of the code enforcement jurisdiction; (4) the Contractor Warranty and Release of Liens (Reference **Exhibit I**); (5) any approved & signed change orders; (6) WA State Prevailing Wage approved Intents & Affidavits associated with the project; (7) copies of product warranties and certifications, if applicable; and (8) any diagnostic reporting, combustion safety or Lead Safety reporting, if applicable. All submittals shall identify the property owner and building address and note the project completion date.

Upon receipt thereof, KCHA shall inspect and either approve the Work or notify the Firm of corrections required. Once the Work is accepted by KCHA and all required State Prevailing Wage payroll documentation has been submitted and approved by the Department of Labor and Industries (L & I), KCHA will authorize payment of the Firm’s invoice. Payments shall be issued by KCHA. Interim or final payment may be withheld due to: (1) unsatisfactory prosecution of the work by the Firm; (2) defective work not remedied; (3) claims filed against KCHA, the Owner or the property; (4) failure of the Firm to make required payments to subcontractors for labor, materials or equipment; or (5) failure of the Firm to submit required payroll documentation to L&I.

The Firm shall charge Washington State Sales Tax only on the non-tangible item costs and not on installed materials per the Buyers’ Retail Sales Tax Exemption Certificate (**Exhibit L**).

Payment for satisfactorily completed work shall be made in accordance with the Weatherization Price List 2023 (**Exhibit E**). KCHA shall make payment to the Firm within 30 working days after final acceptance of the work or completion of all required payroll reporting requirements.

The total value of work orders authorized for the Firm over the period of this contract, unless otherwise amended, shall not exceed [Click or tap here to enter text.](#). The actual value of work orders shall be dependent upon several factors, including: (1) availability of governmental and utility funding; (2) sufficient supply of qualified households; and (3) the Firm’s ability to perform satisfactorily. Should the Firm fail to perform accordingly, KCHA shall retain its right to adjust or potentially discontinue issuance of Statements of Work Items under this contract.

### **ARTICLE IV. Authority of KCHA**

KCHA shall have the authority to inspect the Work and the work site periodically to gauge the progress of the work and compliance with the Contract requirements. KCHA shall not be responsible for the Firm’s failure to complete the Work in accordance with the Contract requirements.

KCHA shall have the authority to stop work whenever such stoppage may be reasonably necessary to insure proper execution of the Contract.

KCHA shall be, in the first instance, the interpreter of the terms and conditions of the Contract. Within fourteen (14) days from being advised of a dispute or an issue involving contract interpretation, KCHA shall investigate the issue and advise the Firm in writing of its decision. The Firm agrees to meet with KCHA and to attempt in good faith to resolve such dispute or issue.

#### **ARTICLE V. Contractor's Warranty**

The Firm hereby warrants all work, including both labor and materials, for a period of one year from the date of final acceptance of the Work. For defects appearing within such one-year period, the Firm agrees to correct faulty workmanship, materials or equipment, and shall pay for or repair any damage to other work resulting therefrom.

The Firm shall furnish to each owner of individual projects ("Owner") all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment, as well as evidence of the Firm's one year warranty of the Work.

The Firm warrants good title to the materials, supplies and equipment incorporated into the work, and agrees to defend, indemnify and hold harmless KCHA and Owners from any claims, liens, or charges asserted by any person supplying labor, materials or equipment for the work.

#### **ARTICLE VI. Subcontracts**

The Firm shall not enter into any subcontracts for any portion of the Work without, in each instance, having received the prior written consent of KCHA. All subcontracts shall be in writing and contain provisions binding subcontractors to the terms of the Contract Documents, insofar as they apply to the work of the subcontractor, and shall require the subcontractor to assume toward the Firm all the obligations which the Firm assumes toward KCHA under the Contract Documents. Copies of all subcontracts shall be provided to KCHA prior to the subcontractor beginning work.

Every subcontractor shall be bound to the KCHA/ Department of Commerce contract (**Exhibit K**) and to follow all applicable terms of the Contract. The Firm is responsible to KCHA if the subcontractor fails to comply with any applicable term or condition of the Contract. The Firm shall appropriately monitor the activities of the subcontractor to assure fiscal conditions of the Weatherization Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Firm to KCHA for any breach in the performance of the Firm's duties. The Firm shall be fully responsible for the performance, and for all acts and omissions of subcontractors and the employees and agents of subcontractors.

Every subcontractor shall meet the insurance and indemnification requirements of the Contract Documents and each subcontract shall include a statement that KCHA, the Department of Commerce, the State of Washington, and Puget Sound Energy are not liable for claims or damages arising from a subcontractor's performance of the subcontract.

The Firm agrees that the language of ARTICLE VIII. Wage Requirements, below, shall be included in any subcontract entered into by the firm where the subcontractor will be responsible for work under this Contract.

The firm agrees to provide data for each subcontractor that weatherization funds are dispersed to on a per-project or per-month basis, including subcontractor UBI, subcontractor name and subcontractor type.

The firm shall monitor subcontractors to ensure business eligibility (not on federal debarment list), that the subcontractor is licensed, bonded and can provide proof of training and certifications.

**ARTICLE VII. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

The Firm certifies, by executing the Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Firm is unable to so certify, the Firm shall submit an explanation to KCHA.

**ARTICLE VIII. Wage Requirements**

**State Prevailing Wage Law**

All weatherization work is subject to payment of State Prevailing Wages, unless otherwise indicated by KCHA. The Firm agrees to pay not less than the applicable Washington State prevailing wage rate (contact L & I or visit their website to determine the applicable rates) for the type of work being performed, as established by L&I, for all employees carrying out the weatherization and related repairs described in the Statement of Work Items issued for each KCHA project. The Firm agrees to pay the wage rate for residential construction unless: 1) no residential classification exists for the type of work being undertaken, in which case the Firm will pay the applicable commercial rate; or 2) the Statement of Work Items indicates that all work to be performed is subject to commercial wage rates. Workers, laborers, and mechanics must be paid by job classification for the time they are engaged in the work covered by the classification. A single employee may be paid multiple rates in a single day if that employee's work falls into multiple classifications.

Further the Firm agrees to comply with all related filing and reporting requirements, including the filing of Intents and Affidavits and payroll reports as required by L & I. The Firm must provide an Intent approved by L & I in order to be eligible for a progress payment and a similarly approved Affidavit (including compliance with payroll reporting) to receive final payment. If the Firm subcontracts with another firm or firms to complete any of the work described in the Statement of Work Items, the firm will be responsible for inserting in the subcontract these same requirements and will be responsible for subcontractor compliance.

The firm may batch together up to 10 single family/mobile home work sites, or 20 multifamily buildings in a single set of required filings. Complete information related to filing requirements is available by contacting L&I or visiting their website. The Director of L&I shall determine all disputes of the prevailing rate of wage, and such decision shall be final.

**ARTICLE IX. Bond Requirements—Payment and Performance Bond**

The firm will be required to provide a Payment & Performance Bond prior to the award of work orders for a single project the total of which is equal to or greater than \$200,000.

The bond form and the surety are subject to approval by KCHA. In such cases, KCHA will issue a change order to the Contract to reimburse the Firm for the cost of the Bond.

## **ARTICLE X. Insurance Requirements**

See *Exhibit G*.

## **ARTICLE XI. Indemnification**

The firm hereby agrees to indemnify, defend, and hold harmless the State of Washington, the State Department of Commerce, Puget Sound Energy KCHA, and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively ("Indemnities"), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting on the firm's behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the firm will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the firm or the firm's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the firm's negligence or the negligence of its agents, employees.

FURTHERMORE, the firm acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the firm's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The firm hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming the King County Housing Authority (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the firm.

## **ARTICLE XII. Default**

KCHA may, subject to the provisions contained in "Termination" below, by written notice of default to the Firm, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Firm fails to perform, i.e., satisfactorily complete projects within the time specified herein or any extension thereof; or,
- 2) If the Firm fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 business days (or such longer period as the contract representative may authorize in writing) after receipt of notice from the KCHA contract representative specifying such failure.

In the event KCHA terminates this contract in whole or in part as provided above, KCHA may procure, upon such terms and in such manner as the KCHA contract representative may deem appropriate, supplies or services similar to those so terminated, and the Firm, shall be liable to KCHA for any excess costs for such similar supplies or services provided that the Firm shall continue the performance of this contract to



the extent not terminated under the provisions of this clause. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE XIII. Termination**

The Firm may terminate the Contract upon seven (7) days' prior written notice to KCHA if KCHA has failed, without legal justification under the Contract, to issue payment to the Firm within sixty (60) days after receipt of a proper invoice from the Firm. In such event, the Firm shall be entitled to recover from KCHA for all work done under the Contract prior to termination.

KCHA may terminate the Contract upon seven (7) days' prior written notice to the Firm if the Firm fails to carry out the work in accordance with the Contract Documents or fails to perform any material provision of the Contract. Such termination by KCHA shall be without prejudice to any other remedy, and KCHA may cure such deficiencies or take possession of the work site and all materials and equipment located there belonging to the Firm and finish the work by any means deemed by KCHA to be expedient. In such event, if the unpaid balance of the Contract sum exceeds the expense of finishing the Work, such excess shall be paid to the Firm, but if such expense exceeds such unpaid balance, the Firm shall pay the difference to KCHA.

If this Contract is terminated as provided herein, KCHA, in addition to any other rights provided in this Contract, may require the Firm to transfer title and deliver to KCHA in the manner and to the extent directed by KCHA Contract representative, any supplies, materials, installations whether partial or complete, drawings, or other specified contract work or information as the Firm has produced or acquired. Payment for delivered and accepted items shall be made at the amount stated in the contract. The rights and remedies of KCHA shall not be exclusive and are in addition to any other rights and remedies provided by law, or under this Contract. KCHA may also withhold from amounts otherwise due the Firm for such completed Contract work sums determined to be necessary to protect KCHA against loss because of outstanding liens or claims of former lien holders.

#### **ARTICLE XIV. Non-Discrimination**

Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices, all of which the Firm must meet or exceed.

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Firm will take affirmative action to ensure that applicants are considered for employment, and employees are treated during employment, without regard to the aforementioned conditions.

Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion, or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other



forms of compensation; and (5) selection for training, including apprenticeship. The Firm agrees to post notices to be provided by KCHA setting forth the provisions of this nondiscrimination clause in conspicuous places accessed by employees and applicants for employment.

The Firm shall, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to the aforementioned statuses.

The Firm shall send to each labor union or representative of labor with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places accessed by employees and applicants for employment.

The Firm shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, which include furnishing required information and reports, and permitting access to his books, record, and accounts.

In the event the Firm's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Firm may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other actions may be imposed and remedies invoked as provided in said Executive Order or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The Firm shall include paragraphs 1 through 5 of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

**ARTICLE XV. Subcontracting with Small Firms, Minority Owned Firms, Women's Business Enterprises, and Labor Surplus Area Firms**

Contractor shall take the following steps to ensure that, whenever possible, any approved subcontracts are awarded to small business firms, minority owned firms, women's business enterprises, and labor surplus area firms:

1. Placing qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Ensuring that small businesses, minority-owned businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority-owned businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small businesses, minority-owned businesses and women's business enterprises; and,
5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies in these endeavors.

## **ARTICLE XVI. Hiring Goals**

During the Contract Time Period, 75% of the firm's new entry level positions shall be filled by graduates of qualified training programs if such programs are in operation. A "Qualified Training Program" is one that:

1. Provides weatherization technician training that meets competencies set by the Weatherization Assistance Program (WAP) and includes an appropriate level of "job readiness" training.
2. Ensures that all graduates pass an approved standardized test of the WAP competencies.
3. Provides training that includes health & safety, including lead safe work practices for participants who lack experience in these areas.
4. Ensures a majority of participants are members of low-income (200% of the Federal Poverty Level) and disadvantaged populations, veterans and National Guard members.
5. Documents outreach and recruitment efforts to increase participation from minority group members and to residents of low-income housing in an Outreach Plan.
6. Ensures that the program charges no fee or a modest fee (comparable to course fees for community colleges) to participants who qualify as a veteran, National Guard member, or members of low-income and disadvantaged populations.
7. Provides an opportunity for experienced workers to take the standardized test of WAP competencies for no fee or a modest fee.
8. Offers or refers participants to programs that offer mentoring, follow-up monitoring and/or other support to assure retention of participants in the program and in weatherization and/or construction careers.

At the time of execution of the Contract, there are no "Qualified Training Programs." If a training program or programs are designated as "Qualified Training Programs" as described herein during the Contract Time Period, KCHA will so advise the firm.

## **ARTICLE XVII. Employment of KCHA Residents**

The Firm shall provide, to the greatest extent possible, opportunities for employment to KCHA residents or other public housing residents in the course of undertaking this contract.

## **ARTICLE XVIII. Firm Training, Certifications and Records.**

Firms may solicit the KCHA Weatherization program for reimbursement of training costs related to fulfilling requirements of this contract.

Upon execution of this Contract and at the time of training re-certifications as they occur for all trainings, the Firm shall provide records for each training completed by the Firm and their employee's.

Certifications including, but are not limited to:

1. Firm Lead RRP Certification (provide recertification as it expires)
2. Each Employees Lead Training Certification (provide recertification as they expire)
3. First Aid & CPR Training (provide recertification as they expire)
4. Crew Lead BPI Trainings and Certifications, Building Analyst/Energy Auditor & Quality Control Inspector (provide recertification's as they expire)

5. Combustion Safety Training Certifications (provide recertification as they expire)
6. Any weatherization related trainings that may be required during the course of this Contract

#### **ARTICLE XX. Lead Safe Weatherization**

No paint containing more than six one-hundredths of one percent lead by weight shall be used in the performance of any work specified in the Contract. The Firm shall comply with any applicable requirements of the Lead-Based Pain Poisoning Act, 42 U.S.C. 4321 et seq., the Lead-Safe Housing Rule, 24 CFR 35, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4821-4846.

All work that may disturb lead based paint must be performed in accordance with federal and state regulations, including the use of Lead Safe Work (LSW) practices and in compliance with the EPA's Renovation, Repair, and Painting Rule (RRP). The Firm must document worker certification for compliance with LSW and RRP, as well as keep abreast of changes in federal or state requirements regarding lead based paint and comply accordingly. The Firm must maintain pollution liability insurance, as required by Article X. Insurance Requirements.

Failure to comply with LSW requirements may lead to work stoppage, immediate clearance testing and possible relocation of residents.

The Firm shall be responsible for costs of these activities, which arise out of its failure to utilize LSW practices while performing the work. The Firm may also be exposed to legal claims of occupants and workers.

#### **ARTICLE XXI. Washington State Energy Code**

The Firm shall comply with all applicable standards of Washington Administrative Code Chapter 51-1, the "Washington State Energy Code," providing minimum standards for new or altered buildings and structures to achieve efficient use of energy.

#### **ARTICLE XXII. Clean Air/Water Acts**

The Firm shall comply with all applicable standard orders issued or requirements found under Section 306 of the Clean Air Act (42 U.S.C. §1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11728, and Environmental Protection Agency regulations (40 CFR Part 15).

#### **ARTICLE XXIII. Labor Standards**

The Firm is required to comply with the applicable provisions of Federal Fair Labor Standards Act, 29 USC, Chapter 8, Contract Work Hours and Safety Standards, 40 USC Subtitle II, Part A, Chapter 37, and the Department of Labor regulations, 29 CFR Part 5.5.

#### **ARTICLE XXIV. Interest of Commissioners, Officers or Employees and Former Commissioners, Officers or Employees**

No commissioner, officer, or employee of the KCHA, no member of the governing body of the locality in which a project is situated, no member of the governing body of the locality in which KCHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Work, shall, during his or her tenure, or for one year thereafter, have any interest, direct

or indirect, in the Contract or in the proceeds thereof.

#### **ARTICLE XXV. Anti-Kickback Provisions**

The Firm is required to comply with the provisions the Anti-Kickback Act of 1986 and of the Copeland "Anti-Kickback Act" (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3) which apply to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work where the federally funded contract is in excess of \$2,000 and federally assisted contracts in excess of \$2,000 that are subject to federal wage standards. The "Anti-kickback" section of the Act prohibits a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act contains provisions for weekly wage statements for federally assisted contracts that are subject to federal wage standards.

#### **ARTICLE XXVI. Limitation on Payments Made to Influence Certain Federal Financial Transactions**

The Firm agrees to comply with 31 U.S.C. §1352, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions:

the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

The Firm further agrees to comply with the requirement of that act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

#### **ARTICLE XXVII. Retention and Examination of Contractor's Records**

KCHA, the State Department of Commerce, the Secretary of the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives shall, until six years after payment under any contract, have access to and the right to examine any of the Firm's directly pertinent books, documents, papers, or other records involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Firm agrees to include in any approved first-tier subcontracts under each contract a clause substantially the same as paragraph (a) above.

The periods of access and examination for records relating to (1) appeals under the disputes clause of the Contract, (2) litigation or settlement of claims arising from the performance of the Contract, or (3) costs and expenses of the Contract to which KCHA, the State Department of Commerce, the Secretary of the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives has taken exception shall continue until final disposition of such appeals, litigation, claims,

or exceptions.

#### **ARTICLE XXVIII. Confidential Information**

Confidential Information" as used in this section includes:

1. All material provided to the Firm by KCHA that is designated as "confidential" by KCHA;
2. All material produced by KCHA that is designated as "confidential" by KCHA; and
3. All personal information in the possession of the Firm that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Firm shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Firm shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of KCHA or as may be required by law. The Firm shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Firm shall provide KCHA with its policies and procedures on confidentiality. KCHA may require changes to such policies and procedures as they apply to this Contract whenever KCHA reasonably determines that changes are necessary to prevent unauthorized disclosures. The Firm shall make the changes within the time period specified by KCHA. Upon request, the Firm shall immediately return to KCHA any Confidential Information that KCHA reasonably determines has not been adequately protected by the Firm against unauthorized disclosure.

Unauthorized Use or Disclosure. The Firm shall notify KCHA within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **ARTICLE XXIV. Disputes**

In the event of dispute arising under this Contract, the Firm shall notify KCHA promptly in writing of its contentions and submit its claim. The Firm shall proceed with work in compliance with this Contract, but such compliance shall not be a waiver of the Firm's rights to make a claim provided KCHA has been notified as above stipulated. In the event that a dispute arising from this Contract results in a lawsuit between KCHA and the Firm, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred therein.

#### **ARTICLE XXX. Independent Contractor**

The Firm is an independent contractor and is not an employee, partner, joint venture or officer with KCHA. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Firm. The Firm covenants and warrants that the Firm shall pay when due all of the Firm's costs and expenses arising from the relationship described herein including without limitation all required payments of estimated tax, income tax, social security taxes, state and local taxes, state disability

insurance tax or premiums, unemployment insurance taxes and penalties or interest thereon, and the Firm shall indemnify and hold the KCHA harmless from any costs or liability, including reasonable attorney fees, resulting from the Firm's breach hereunder.

#### **ARTICLE XXXI. Severability**

If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

#### **ARTICLE XXXII. Notices**

Any notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by first-class mail, or email and addressed to the parties as follows:

If to KCHA: King County Housing Authority Weatherization Program  
Attention: Nikki Parrott  
700 Andover Park West, Suite D  
Seattle, WA 98188  
Email: NikkiP@kcha.org

If to the Firm: Click or tap here to enter text.  
Contact: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
Email: Click or tap here to enter text.

#### **ARTICLE XXXIII. Assignment**

Neither KCHA nor the Firm shall, without the prior written consent of the other, assign or delegate, in whole or in part, its interest under any of the Contract Documents; and, specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of KCHA.

#### **ARTICLE XXXIV. Interest of the Firm**

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Contract.

#### **ARTICLE XXXV. Contract Modifications**

KCHA may modify the contract unilaterally pursuant to a specific authorization stated in this Contract or for administrative matters which do not change the rights or responsibilities of the parties (e.g. change in KCHA address). All other modifications to this contract can only be accomplished by a Change Order executed by KCHA and the Firm.

After the midpoint of the contract the Firm can request increases in materials costs based on invoice documentation from material suppliers.

**ARTICLE XXXVI. Contract Time Period**

This Contract becomes effective on **Click or tap here to enter text.**, and extends forty-eight months to **Click or tap here to enter text.**.

**IN WITNESS WHEREOF**, the parties hereto have caused this Instrument to be executed as of the day and year first above written.

**KING COUNTY HOUSING AUTHORITY:**

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

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

Date: \_\_\_\_\_

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

ROBIN WALLS  
Title: Executive Director

Date: \_\_\_\_\_

SAMPLE CONTRACT



700 ANDOVER PARK W, STE. D • TUKWILA, WA 98188

PHONE (206) 214-1240 FAX (206) 214-1259

Email: EnergyConservation@KCHA.org

To ensure that contractor invoices are paid in a timely manner, please refer to this checklist prior to submitting invoices for payment. Please submit all information that applies to the invoice in the initial transmission. Any missing and incomplete documentation will delay payment. If intents, affidavits or permits have been submitted or scheduled, but not yet approved, please inform us.

## CONTRACTOR INVOICE PAYMENT CHECKLIST

Invoice for Payment - Client Name:

Any Signed Change Orders

Signed and Completed Original Statement of Work

Lien Release consistent with Final Invoice Amount

Intent ID for Prevailing Wage:

Affidavit ID for Prevailing Wage (5 batched maximum for frequent work)

Copies of Approved Permits

Copies of Product Warranties

Insulation Certificate

Any Subcontractor Payment Information (see required info below)

### **Combustion Safety**

Complete Combustion Safety Test Report – *Exhibit 9.4A*

Complete Daily In Progress Combustion Safety Test Report – *Exhibit 9.4A(2)*

Complete Diagnostic Test Report – *Exhibit 5.S3A*

### **Lead Safe Wx Work for homes built prior to 1978**

Lead Safe Kit Form – *Exhibit 9.8B*

Lead Safe Checklist – *Exhibit 9.8C*

Lead Safe In-Progress Photos

### **SUBCONTRACTOR PAYMENT INFO NEEDED PER INVOICE**

| Subcontractor Name    | Subcontractor UBI # | Subtotal of Work | Taxes    | Total     |
|-----------------------|---------------------|------------------|----------|-----------|
| Ex: "Contractor Name" | 123-456-789         | \$1050.00        | \$106.05 | \$1156.05 |
|                       |                     |                  |          |           |

*Please note that the subcontractor information is only applicable to invoices being billed to KCHA that total more than \$1000, and include work performed by subcontractors. If no subcontractors were hired, please omit subcontractor information, and include all other checklist items that apply to the client's project.*

**Note for Multifamily Projects:** When invoicing, each multifamily building must be invoiced individually with all accompanying information associated above per building.