

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202508001**

Originating Department:	Administrative Services
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Facilities Management 505090
Contract or Grant Administrator:	Rob Ney, Project and Operations Manager
Contractor's / Agency Name:	Hargis Engineers

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): RFP 25-38 Contract \_\_\_\_\_ Cost Center: 55005046

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.  Goods and services provided due to an emergency
- Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days.  Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 403,490.00  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ 403,490.00

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

The scope of work is Clean Building Performance Standard compliance assurance services. The tasks are as follows: Task #1 Project Management, Task #2 & 3 Energy Use Intensity Target & Measured EUI, Task #4 ASHRAE Level II Energy Audit, Task #5 Development of Energy Management & Operations and Maintenance Plans, Task #6 Submit Compliance Documentation. Only deliverables that are required by the CBPS within the tasks will be completed. Compliance documentation will be submitted to prevent fines.

Term of Contract: \_\_\_\_\_ Expiration Date: 12/31/26

- Contract Routing:
- |                                    |                    |       |                |
|------------------------------------|--------------------|-------|----------------|
| 1. Prepared by:                    | <u>Hans Howard</u> | Date: | <u>5/6/25</u>  |
| 2. Attorney signoff:               | <u>Chris Quinn</u> | Date: | <u>8/25/25</u> |
| 3. AS Finance reviewed:            | <u>Andrew Tan</u>  | Date: | <u>8/26/25</u> |
| 4. IT reviewed (if IT related):    | _____              | Date: | _____          |
| 5. Contractor signed:              | _____              | Date: | _____          |
| 6. Executive contract review:      | _____              | Date: | _____          |
| 7. Council approved, if necessary: | _____              | Date: | _____          |
| 8. Executive signed:               | _____              | Date: | _____          |
| 9. Original to Council:            | _____              | Date: | _____          |

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**  
Whatcom County Courthouse  
311 Grand Ave, Suite 108  
Bellingham, WA 98225-4083



**FACILITIES MANAGEMENT**  
3720 Williamson Way  
Bellingham, WA 98226-9156  
Phone: (360) 778-5360  
Fax: (360) 778-5361  
[Facilities@co.whatcom.wa.us](mailto:Facilities@co.whatcom.wa.us)

**ROB NEY**  
Facilities Director

## MEMORANDUM

**TO:** The Honorable Members of the Whatcom County Council

**FROM:** Rob Ney, Facilities Director  
Hans Howard, Special Projects Manager

**RE:** Contract – Clean Building Performance Standard Compliance Assurance Services

**DATE:** August 8<sup>th</sup>, 2025

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Attached for your review and signature is the original Contract between Whatcom County and Hargis Engineers, for the purpose of Clean Building Performance Standard (CBPS) Compliance Assurance Services for Whatcom County Facilities.

### ▪ **Background and Purpose**

The Clean Building Performance Standard (CBPS), enacted by Washington State under HB 1257 in 2019, mandates that commercial buildings of a certain size to meet specific energy performance targets to reduce greenhouse gas emissions and improve energy efficiency. The law allowed a phasing of implementation (based on building square footages), mostly affecting the County to comply by 2028. Building owners must demonstrate compliance by submitting required documentation, conducting energy benchmarking, and potentially upgrading systems to meet the prescribed Energy Use Intensity (EUI) targets. Failure to comply by designated deadlines can result in significant penalties, including daily fines until corrective actions are taken.

Given the complexity of the technical requirements, the evolving regulatory framework, and the potential financial and operational consequences of non-compliance, engaging a qualified consultant is essential. The purpose of hiring a compliance assurance consultant is to guide the County through the compliance process, ensure accurate and timely submissions, assess and optimize energy performance, and minimize the risk of penalties. The consultant acts as a strategic partner to align the building's operations with CBPS standards efficiently and cost-effectively.

The County sought grant funding for this effort, and received a grant for reimbursable expenses associated with this energy audit. The Washington State Association of Counties has offered this grant.

▪ **Funding Amount and Source**

The Washington State Association of Counties (WSAC) has entered into an agreement to provide up to \$449,882.29 to Whatcom County to conduct energy audits on Tier 1 and Tier 2 County-owned buildings in accordance with Washington State Clean Building Performance Standards. Additionally, funding in the amount not to exceed \$200,000, is provided per ASR 2025-7113 for any additional scope items and/ or grant cash flow assistance. The County funding is provided as the grant is a reimbursable type and the County must incur expenses before they can be reimbursed.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

Whatcom County Contract No.  
202508001

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Hargis Engineers**

Hargis Engineers, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 12,
- Exhibit A (Scope of Work), pp. 13 to 14,
- Exhibit B (Compensation), pp. 15 to 18.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of August, 2025, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2026.

The general purpose or objective of this Agreement is to: contract for Clean Building Performance Standard compliance assurance services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$403,490.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of 10/6/2025, 20 \_\_\_\_.

**Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.**

**CONTRACTOR:**

*Hargis Engineers*

Signed by:

Brian Haugk  
5A1E69490A1F4CE...  
Brian Haugk, Principal, Mechanical

Address:  
1201 Third Ave, Suite 600  
Seattle, WA 98101

Mailing Address:  
1201 Third Ave, Suite 600  
Seattle, WA 98101

**WHATCOM COUNTY:**

**Approved as to form:**

Christopher Quinn	8-25-25
Prosecuting Attorney	Date

**Approved:**

Accepted for Whatcom County:

DocuSigned by:  
By: Satpal Singh Sidhu 10/6/2025  
Satpal Singh Sidhu, Whatcom County Executive

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

**3. Business Automobile Liability**

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

#### 4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Hans Howard/ Special Projects Manager

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Facilities  
3720 Williamson Way  
Bellingham WA 98226-9156  
Attn: Rob Ney, Facilities Director  
(360) 778-5360  
[RNey@co.whatcom.wa.us](mailto:RNey@co.whatcom.wa.us)

Hargis Engineering  
1201 Third Avenue, Suite 600  
Seattle, WA 98101  
Attn: Brian Haugk  
(206) 436.0405  
[brian.haugk@hargis.biz](mailto:brian.haugk@hargis.biz)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security,

also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

- 40.1 Modifications:  
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations:  
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
- 41.1 Severability:  
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:  
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
  - b. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
  - c. Detailed Claim:  
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

## Exhibit A – Scope of Work

### Whatcom County – Clean Buildings Performance Standard Compliance Services

#### 1. Project Overview

Whatcom County is pursuing compliance with Washington State's **Clean Buildings Performance Standards (CBPS)**, codified in RCW 19.27A. This contract supports the County's planning, benchmarking, energy audit, and compliance development efforts for County-owned buildings exceeding 20,000 square feet.

This scope aligns with funding restrictions from the **WSAC-administered CBPS grant (confirmed)** and the **CBPG-024 grant (pending award notification 2/24/2025)**. All work shall be coordinated with Whatcom County Facilities staff and consistent with grant reporting and eligibility requirements.

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#### 2. Scope of Services

The consultant shall provide services in two primary categories: **(A) Grant-Funded Scope** and **(B) General Fund or Supplemental Scope**, as defined below.

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#### A. Grant-Funded Services (WSAC and CBPG-024 Eligible)

##### Task A.1 – Benchmarking and Reporting

- Confirm accuracy and completeness of benchmarking data (e.g., ENERGY STAR Portfolio Manager).
- Evaluate compliance status for each covered County facility.
- Assist with utility data acquisition and normalization.
- Provide benchmarking documentation compliant with Department of Commerce reporting guidelines.

##### Task A.2 – Energy Audit Services

- Conduct ASHRAE Level 1 and 2 audits (Level 3 if pre-approved) for Tier 1 facilities.
- Identify Energy Efficiency Measures (EEMs) required to meet Energy Use Intensity (EUI) targets.
- Provide ROM cost estimates for each EEM.
- Deliver audit results in formats acceptable to Commerce and WSAC.

##### Task A.3 – Development of Energy Management and O&M Plans

- Draft Energy Management Plans (EMPs) for each audited facility.
- Prepare Operations & Maintenance (O&M) Plans required under CBPS.
- Provide final documents suitable for Commerce submittal.

##### Task A.4 – Grant Reporting & Coordination

- Track deliverables and timelines in alignment with WSAC and Commerce requirements.
  - Assist with submission of cost documentation for reimbursement.
  - Respond to data requests or clarifications from WSAC and Commerce.
-

## B. Non-Grant Eligible Services (Funded by County General Fund)

### Task B.1 – Tier 2 Building Evaluations

- Identify Tier 2 facilities (20,000–50,000 sq. ft.) and develop a phased compliance assessment.
- Prepare rough scope-of-need for each building to inform budgeting.

### Task B.2 – Engineering & Implementation Support

- Provide technical consulting to define project scopes for implementation.
- Prepare or assist with preliminary engineering, design coordination, and bid package development.
- Provide high-level construction cost forecasting for capital planning.

### Task B.3 – Compliance Roadmap Development

- Summarize findings from all audits and assessments in a County-wide compliance roadmap.
- Prioritize projects by compliance deadlines, building condition, energy opportunity, and funding strategy.

### Task B.4 – Long-Term Monitoring Strategy

- Provide recommendation for compliance monitoring tools and/or tracking dashboards.
- Outline a plan for sustaining compliance post-project, including internal reporting tools or software recommendations.

## 3. Project Milestones and Deliverables

Deliverable	Description	Due Date
Audit Plan & Benchmarking Review	List of buildings, proposed audit levels, benchmarking validation	Within 30 days of NTP
Audit Reports	Per-building reports with ROM costs & EEMs	Per schedule or grant milestone
EMP and O&M Plans	Finalized for each Tier 1 building	Prior to grant reporting deadline
Compliance Roadmap	County-wide summary with timelines and next steps	Final 30 days of contract
Reimbursement Documentation	Timesheets, deliverables log, expense detail	Monthly or per grant requirements

## 4. Optional/Alternate Services (Subject to Availability of Additional Grant Funds)

- **Alternate A:** Expand audit scope to include additional non-covered buildings.
- **Alternate B:** Implement pilot-scale energy retrofit projects.
- **Alternate C:** Support grant applications or incentives (e.g., C-PACER, utility rebates).

## 5. General Requirements

- Consultant must comply with all applicable laws, policies, and grant requirements.
- All deliverables shall become the property of Whatcom County.
- Sub-consultants must be pre-approved.
- Consultant will coordinate closely with County Facilities and Risk Management.

**EXHIBIT "B"**  
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit "A" Scope of work, the County agrees to compensate the Contractor on an hourly basis according to the hourly rates and deliverables schedule provided below.

The proposed fee is structured as hourly not to exceed with the maximum cost provided. If some services are deemed unnecessary, such as energy audits at one or more buildings, the services will not be billed. Reimbursable expenses and administrative costs are not anticipated.

All invoices are to be mailed or delivered to:

Whatcom County Facilities Management  
Attn: Dee Ebergson  
3720 Williamson Way  
Bellingham WA 98226-9156

**EXHIBIT "B"**  
**(COMPENSATION)**

**Whatcom County - CBPS Compliance Assurance Services**  
Hourly Task Breakout

Hargis Engineers, Inc.	Enviropassiv LLC
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Services	Scope	principal	sr. project engineer	project engineer	senior designer	principal/owner	total fee	
		\$230	\$210	\$190	\$175	\$200		
<b>Task #1 - Project Management</b>								
Meetings + agenda/minutes (assumes 12 virtual meetings)	All buildings	4	12	24		12	\$ 10,400	
Collection of requested documents (as-built drawings, utility bills, space use types, operating hours, etc.)				8	25			\$ 6,430
Coordination of site surveys				4				\$ 840
Program management				40			10	\$ 10,400
total phase			4	64	49	0	22	\$ 28,070
<b>Tasks #2 &amp; 3 - Energy Use Intensity Target &amp; Measured EUI</b>								
Site visit to document existing conditions	All buildings		16	16			\$ 6,400	
Analyze historical energy bills				3		10	\$ 2,630	
Calculate gross floor area, operating shift normalization factors, energy use intensity targets (EUI) and weather-normalized EUI				6		30	\$ 7,260	
Document findings and provide recommendations of next steps			2	8	10			\$ 4,040
total phase			2	33	26	0	40	\$ 20,330
<b>Task #4: ASHRAE Level II Energy Audit</b>								
<b>Site visit and measurements</b>								
Onsite evaluation, measurements, and observations	Courthouse & Public Safety Building Complex		12	12			\$ 4,800	
Document onsite equipment make/model/efficiency				8	20		\$ 5,480	
Review of operations & maintenance (O&M) procedures				2	2		\$ 800	
Review HVAC/DHW/Lighting controls and sequence of operations				6	2		\$ 1,640	
Screenshots/trending of building management system (BMS); deploy/retrieve data logging as necessary				16	32		\$ 9,440	
Analyze utility-level interval metering and/or sub-meters					4		\$ 760	
<b>Energy efficiency measure development</b>								
Identify proposed EEMs and develop scope of work			4	8	24	4		\$ 7,860
Calculation of baseline and EEM predicted energy savings using engineering bin calculations or energy modeling.				24		116	24	\$ 30,140
Development of proposed and baseline EEM cost opinions			8	12		60		\$ 14,860
Investigation and calculation of utility incentives				8			\$ 1,520	
<b>Documentation and reporting</b>								
Develop executive summary report to document process, building systems, and recommendations		4	8	24			\$ 7,160	
List of recommended EEMs and compliance method			4	8			\$ 2,360	
Completion of CBPS compliance form D						16	\$ 3,200	
Completion of CBPS compliance form F, if applicable						24	\$ 4,800	
total building		16	100	136	180	64	\$ 94,820	
<b>Site visit and measurements</b>								
Onsite evaluation, measurements, and observations	NW Annex Building		10	10			\$ 4,000	
Document onsite equipment make/model/efficiency				4	8		\$ 2,360	
Review of operations & maintenance (O&M) procedures				2	2		\$ 800	
Review HVAC/DHW/Lighting controls and sequence of operations				2	1		\$ 610	
Screenshots/trending of building management system (BMS); deploy/retrieve data logging as necessary				6	16		\$ 4,300	
Analyze utility-level interval metering and/or sub-meters					2		\$ 380	
<b>Energy efficiency measure development</b>								
Identify proposed EEMs and develop scope of work			2	4	12	2		\$ 3,930
Calculation of baseline and EEM predicted energy savings using engineering bin calculations or energy modeling.				8		42	12	\$ 11,430
Development of proposed and baseline EEM cost opinions			8	8		32		\$ 9,120
Investigation and calculation of utility incentives				4			\$ 760	
<b>Documentation and reporting</b>								
Develop executive summary report to document process, building systems, and recommendations		2	4	12			\$ 3,580	
List of recommended EEMs and compliance method			4	4			\$ 1,600	
Completion of CBPS compliance form D						8	\$ 1,600	
Completion of CBPS compliance form F, if applicable						16	\$ 3,200	
total building		12	52	71	76	36	\$ 47,670	

**EXHIBIT "B"**  
**(COMPENSATION)**

Hourly Task Breakout

Hargis Engineers, Inc.	Enviropassiv LLC
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Services	Scope	principal	sr. project	project	senior	principal/	total
		\$230	engineer	engineer	designer	owner	
<b>Site visit and measurements</b>							
Onsite evaluation, measurements, and observations			10	10			\$ 4,000
Document onsite equipment make/model/efficiency			4	8			\$ 2,360
Review of operations & maintenance (O&M) procedures			2	2			\$ 800
Review HVAC/DHW/Lighting controls and sequence of operations			2	1			\$ 610
Screenshots/trending of building management system (BMS); deploy/retrieve data logging as necessary			6	16			\$ 4,300
Analyze utility-level interval metering and/or sub-meters				2			\$ 380
<b>Energy efficiency measure development</b>							
Identify proposed EEMs and develop scope of work	Waystation Building	2	4	12	2		\$ 3,930
Calculation of baseline and EEM predicted energy savings using engineering bin calculations or energy modeling.				8		10	\$ 12,430
Development of proposed and baseline EEM cost opinions		8	8		32		\$ 9,120
Investigation and calculation of utility incentives				4			\$ 760
<b>Documentation and reporting</b>							
Develop executive summary report to document process, building systems, and recommendations		2	4	12			\$ 3,580
List of recommended EEMs and compliance method			4	4			\$ 1,600
Completion of CBPS compliance form D						8	\$ 1,600
Completion of CBPS compliance form F, if applicable						16	\$ 3,200
<b>total building</b>		<b>12</b>	<b>52</b>	<b>71</b>	<b>84</b>	<b>34</b>	<b>\$ 48,670</b>
<b>Site visit and measurements</b>							
Onsite evaluation, measurements, and observations			10	10			\$ 4,000
Document onsite equipment make/model/efficiency			4	8			\$ 2,360
Review of operations & maintenance (O&M) procedures			2	2			\$ 800
Review HVAC/DHW/Lighting controls and sequence of operations			2	1			\$ 610
Screenshots/trending of building management system (BMS); deploy/retrieve data logging as necessary			4	8			\$ 2,360
Analyze utility-level interval metering and/or sub-meters				2			\$ 380
<b>Energy efficiency measure development</b>							
Identify proposed EEMs and develop scope of work	Jail Work Center	2	4	8	2		\$ 3,170
Calculation of baseline and EEM predicted energy savings using engineering bin calculations or energy modeling.				8		10	\$ 8,930
Development of proposed and baseline EEM cost opinions		4	4		24		\$ 5,960
Investigation and calculation of utility incentives				4			\$ 760
<b>Documentation and reporting</b>							
Develop executive summary report to document process, building systems, and recommendations		2	4	12			\$ 3,580
List of recommended EEMs and compliance method			4	4			\$ 1,600
Completion of CBPS compliance form D						8	\$ 1,600
Completion of CBPS compliance form F, if applicable						16	\$ 3,200
<b>total building</b>		<b>8</b>	<b>46</b>	<b>59</b>	<b>56</b>	<b>34</b>	<b>\$ 39,310</b>
<b>Site visit and measurements</b>							
Onsite evaluation, measurements, and observations			8	8			\$ 3,200
Document onsite equipment make/model/efficiency			2	4			\$ 1,180
Review of operations & maintenance (O&M) procedures			2	2			\$ 800
Review HVAC/DHW/Lighting controls and sequence of operations			2	1			\$ 610
Screenshots/trending of building management system (BMS); deploy/retrieve data logging as necessary			6	12			\$ 3,540
Analyze utility-level interval metering and/or sub-meters				2			\$ 380
<b>Energy efficiency measure development</b>							
Identify proposed EEMs and develop scope of work	Triage Crisis Stability Facility	2	4	12	2		\$ 3,930
Calculation of baseline and EEM predicted energy savings using engineering bin calculations or energy modeling.				6		10	\$ 10,260
Development of proposed and baseline EEM cost opinions		8	8		24		\$ 7,720
Investigation and calculation of utility incentives				4			\$ 760
<b>Documentation and reporting</b>							
Develop executive summary report to document process, building systems, and recommendations		2	4	8			\$ 2,820
List of recommended EEMs and compliance method			2	2			\$ 800
Completion of CBPS compliance form D						8	\$ 1,600
Completion of CBPS compliance form F, if applicable						12	\$ 2,400
<b>total building</b>		<b>12</b>	<b>44</b>	<b>55</b>	<b>66</b>	<b>30</b>	<b>\$ 40,000</b>
<b>total phase</b>		<b>60</b>	<b>294</b>	<b>392</b>	<b>462</b>	<b>198</b>	<b>\$ 270,470</b>

**EXHIBIT "B"**  
**(COMPENSATION)**

Hourly Task Breakout

Hargis Engineers, Inc.	Enviropassiv LLC
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Services	Scope	principal	sr. project engineer	project engineer	senior designer	principal/owner	total fee
		\$230	\$210	\$190	\$175	\$200	
<b>Task #5: Development of Energy Management &amp; Operations and Maintenance Plans</b>							
Development and completion of Energy Management Plan	All Buildings		12	80			\$ 17,720
Development of Operations and Maintenance Plan (completion by County)				40	240		
total phase		0	52	320	0	0	\$ 71,720
<b>Task #6: Submit Compliance Documentation</b>							
Setup new or validate existing Energy Star Portfolio Manager (ESPM) account	All buildings		2	20			\$ 4,220
Setup automatic utility bill uploads with utilities within ESPM				2	12		\$ 2,700
Completion of CBPS compliance forms (Forms A, B, C, and H if applicable)				2		20	\$ 4,420
Response to Commerce questions					4	4	\$ 1,560
total phase		0	6	36	0	24	\$ 12,900
total project		66	449	823	462	284	\$ 403,490

No reimbursable or administrative costs anticipated.