

CR: _____ Date: _____ PO# & Loc: _____



City of Bellevue
450 110th Ave. NE
Bellevue, WA 98004

Professional Services Agreement

City of Bellevue Contract Identification Information:

Contract Title: **Eastside Clean Buildings Technical Support Program**

This AGREEMENT is entered into between the **City of Bellevue, Washington ("CITY")** and **McKinstry Essention LLC - 5005 3rd Ave S, Seattle, WA 98134-2423 ("CONSULTANT")**.

1. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered to the best of the Consultant's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. Modification. The City periodically may make changes to the Services that are within the general scope of the Agreement, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultants compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City will be paying the Consultant for such services:
 - ☐ Hourly Rate: _ per hour, but not more than a total of _ plus all applicable taxes.
 - ☐ Fixed Sum: A total amount of: _ plus all applicable taxes to be paid per invoice schedule.
 - ☐ Other: **Not to exceed \$630,000. See Attachments A1 (scope) and A2 (fee schedule) for details** , for all services performed and expenses, plus all applicable taxes, incurred under this agreement.
- B. The Consultant shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Consultant by mailing a City warrant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification. Without limiting the foregoing, Consultant agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.
- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the

work to be done under this Agreement, including where applicable Bellevue City Code 4.28.170.

- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. Term. This Agreement shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. Rights Upon Termination. This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the City and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent Consultant to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

- A. All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The director of the PCD - 592 Department, or his/her designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Consultant, its contractors, subcontractors, and/or the users of the Consultant's services and/or products, except for injuries and damages caused by the sole negligence of the City. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, directly caused by the sole negligence of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this

Agreement.

- D. The Consultant will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Contract, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7A and 7D, above, to be named as additional insureds on the policy required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide the City with certificates of insurance and other supporting materials as the City reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

- A. Nature of Relationship. The Consultant shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the City. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Agreement in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Agreement, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the City, the Consultant will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Consultant acknowledges that as an independent Contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Agreement. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Agreement. No part of the Consultant's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Consultant to perform the Consultant's obligations under the Agreement. The City will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

11. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Consultant arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **City Marks.** The Consultant will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- G. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

12. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such scope of work. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

Consultant:

Signature: _____
Printed Name: Justin Lee
Title: Operations Manager
Date: _____
UBI # 603-259-907
Phone # 206-818-8850

City of Bellevue:

Signature: _____
Printed Name: Emil King
Title: Department Director
Date: _____
Approved as to form
By: _____
Assistant City Attorney

Attachment "A"

Scope of Services & Compensation

1. The Services

1.1 General Description:

See Attachment A1 for additional information.

1.2 Term of Contract:

Consultant will begin providing services on, or about **December 03, 2025**, or upon contract execution (signature of both parties), whichever is later, however, Consultant shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below. This Agreement shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.

1.3 Renewal of Contract:

There is no renewal option on this contract.

1.4 Deliverable Items:

See Attachment A1 for additional information.

1.5 Designated Personnel:

Consultant's main point of contact at the City will be **Patrick Babbitt**, or such other personnel as the City may designate from time to time.

2. Compensation

2.1 Amount & Basis:

Consultant will submit an invoice to City for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Consultant will furnish such receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

Eastside Clean Buildings Technical Support Program

Scope of Work

This contract has a not to exceed amount of \$630,000. Phase 1 design work is limited to \$44,000.

Overview & Background

The Cities of Bellevue, Issaquah, and Redmond have set policies and committed to goals to reduce greenhouse gas emissions, reduce energy use, accelerate building and vehicle electrification, and promote affordable housing.

Project	Participating Cities
1. Clean Buildings Incentive Program	Bellevue, Issaquah, Redmond
2. EVSE Technical Assistance and Affordable Multifamily Incentives	Bellevue
3. Green Building Design and Certification Technical Assistance	Bellevue
4. General Technical Assistance	Bellevue

Project 1: Clean Buildings Incentive Program

The intent of Project 1 is to deploy a technical assistance program to help buildings covered with the [Washington State Clean Buildings Performance Standard](#) (WA CBPS) to comply with requirements. Passed in the 2019 legislative session and amended in 2022, the [WA Clean Buildings Law](#) requires covered buildings to comply with statewide energy reporting and performance requirements as detailed in the [Clean Buildings Performance Standard Integrated Document](#). On behalf of the Cities of Bellevue, Issaquah, and Redmond, the contractor shall offer technical assistance services detailed in the Scope and Tasks sections below in order to support covered building owners and operators to achieve compliance.

Project 2. EVSE Planning & Installation

On behalf of the City of Bellevue, the contractor shall provide technical assistance to help multifamily properties plan for installation of EV charging infrastructure and administer incentives to qualified properties.

Project 3. Green Building Design & Certification Technical Assistance Incentive Program

On behalf of the City of Bellevue, the consultant shall support qualifying development projects with direct technical assistance related to green building design, third-party certification systems (e.g. LEED, Built Green, Living Building Challenge), and non-municipal incentive opportunities (e.g. utility rebates, State tax credits, etc.). The city will select qualifying projects

Attachment A1 – Scope of Work

and will prioritize affordable housing projects (or other priority projects, should the quantity of affordable housing projects be too limited) for this technical assistance.

Project 4. General Technical Assistance

On behalf of the City of Bellevue, the contractor shall provide ad hoc technical assistance to help staff develop policy and programs based on more detailed understandings of technical aspects, cost implications, and engineering studies.

Scope

The Cities of Bellevue, Issaquah, and Redmond have set policies and committed to goals to reduce greenhouse gas emissions, reduce energy use, accelerate building and vehicle electrification, and promote affordable housing.

The consultant shall provide engineering services to develop and administer technical support for commercial and multi-family buildings to comply with the WA State Clean Buildings Performance Standard; provide technical assistance and incentives design for electric vehicle supply equipment; support new constructions to meet green building requirements; as well as offer on-call engineering services to provide other building, energy, and transportation technical support.

Project	Participating Cities
1. Clean Buildings Incentive Program	Bellevue, Issaquah, Redmond
2. EVSE Technical Assistance and Affordable Multifamily Incentives	Bellevue
3. Green Building Design and Certification Technical Assistance	Bellevue
4. General Technical Assistance	Bellevue

This contract has a not to exceed amount of \$630,000. Phase 1 design work is limited to \$44,000.

Tasks

Project Descriptions

Project 1. Implement a regional Clean Buildings Incentive Program, supporting covered buildings to comply with the WA Clean Buildings Performance Standard

Project 1 is broken into tasks and supporting activities across two phases. Tasks, sub-tasks, and activities should be scoped and given a decision to proceed by City of Bellevue staff to ensure efforts are coordinated, right-sized, timely, and effective given competing demands, cost, and time implications.

Generally, priority buildings include nonprofit-owned properties, multi-family properties, public buildings, low-resource properties, Class B/C office buildings, buildings that are owned by or

serve frontline or overburdened communities, and Tier 1 or Tier 2 buildings with the most pressing compliance deadlines. Tasks, including all activities and services, should be oriented toward priority building owners and operators.

Project 2. EVSE Technical Assistance and Affordable Multifamily Incentives

The EVSE Planning & Installation Project is divided into sub-tasks across two major components: technical assistance for existing multifamily buildings and incentives for new affordable housing properties.

For this Project, the Contractor shall design and implement a new program with the City of Bellevue to provide technical assistance to multifamily property managers and building owners looking to install EV charging stations for their tenants. The program is expected to be modeled after Seattle City Light's [Complimentary EV Charging Assessment](#) program and modeled to be complementary with Puget Sound Energy's [Up & Go Electric for Multifamily](#) program. Details are further outlined in sub-tasks 2.1.1-2.1.5.

Additionally for this Project, to support the development of electric vehicle charging at affordable housing, the consultant shall support the City to establish a pilot incentive program for affordable housing properties exceeding the state the minimums in WAC 51-50-0429. The consultant on this task shall help design, market, implement, and report on a program to achieve this goal, as further outlined in sub-tasks 2.2.1-2.2.5.

Project 3. Green Building Design and Certification Technical Assistance

The Green Building Design and Certification Technical Assistance Project is divided into tasks and supporting activities across two phases. The intent of the Project is to provide direct technical assistance to qualifying buildings for design, certification, and securing financial resources for prioritized green buildings.

Project 4. General On-Call Technical Assistance

To support policy analysis and program design for other smaller City of Bellevue sustainability projects, the consultant shall provide on-call support for Bellevue for general technical assistance on an ad hoc basis. This task is to be performed on a task order basis as requests arise.

Phasing

Projects' tasks and sub-tasks will be carried out in two phases:

Phase I: Design & Implementation Planning for Projects 1-3

Attachment A1 – Scope of Work

Phase I will span approximately 9 weeks, beginning on contract start date, with the intent to design new programs (Projects 2 and 3) and refresh existing programs (Project 1), ultimately preparing for implementation and delivery of services. Project 1 will be prioritized for rapid refresh of design in the first four weeks of Phase I. Overall, this phase will result in clear scopes, including delivery plans and schedules, cost estimates, and alignment between the Cities and partner firms. The Cities and partner firms will work collaboratively to identify gaps and needs, and refine services and approaches for Phase II. The design phase budget is capped at \$44,000. The maximum budget for all phases and projects remains \$630,000.

Phase I Design Methodology: Tasks for a Standardized Approach Across All Programs

All four programs (Clean Buildings, EVSE Technical Assistance, EV Incentives, Green Building) will follow this consistent methodology:

1. Program-Specific Workshops (2-hour collaborative design sessions)
2. Follow-up Documentation

Implementation of the design phase methodology will be supported by:

- Cross-Project coordination and direct reporting to the contract administrator from the City of Bellevue, including weekly status reports with updates on the budget, schedule, deliverables, needed coordination, and other opportunities or challenges
- Project-specific coordination and direct reporting to the Project's appropriate point of contact at the Cities
- Agreed touchpoints and reporting cadence (frequency, format, agenda)
- Data and document request list and regular updates on received/not received

Phase I tasks and sub-tasks unique to Project 1 include:

- a. Review existing materials from WA Department of Commerce (COM), King County, the Cities of Bellevue and Issaquah, the City of Seattle, Washington State University, Smart Buildings Center, and Puget Sound Energy to understand clean building accelerator, incentives, financing, and technical support programs as well as assess gaps. Consider and propose program materials improvements.
- b. Meet with each City three times for at least an hour. This sub-task may be achieved fully or in part through planned design workshops with the Cities' approval.
- c. Work closely with the Cities of Bellevue and Issaquah to transition from the current programs to the next phase of the program, which may include coordination and data transition from other consultants.
- d. Facilitate a minimum of two and maximum of three two-hour workshops with the intent to:

Attachment A1 – Scope of Work

- Engage Cities about existing programs and experience
- Demonstrate understanding and analysis of existing and related programs as well as fresh insights
- Deliver implementation planning and seek approval for Phase II launch
- Prepare implementation phase operations by developing protocols, tools for participation tracking, analysis, and reporting, and graphics or materials
- Complete program design in a four-week period from contract start date

Phase I Role Contributions by Program

All firms and program team members will participate in the cross-program kick-off session. The kick-off session will organize and schedule design phase activities across Projects.

1. Clean Buildings Incentive Program

McKinstry:

- *Technical Assistance Lead*: Coordinate City input and research, facilitate workshops, document discussion, lessons, and directions, support follow-up activities and planning/estimation, create summary document highlighting program changes and rationale, deliver Phase II implementation plan seeking approval
- *Incentives Lead*: Participate in workshops, lead follow-up activities and planning/estimation
- *Scoping Analyst*: Update covered buildings data, identify EVSE-eligible buildings, EV incentive candidates, and green building program candidates

2. EVSE Technical Assistance Program

- **DKS (EVSE Technical Lead)**: Execute research, facilitate workshop, document design, coordinate planning, lead follow-up activities and planning/estimation
- **McKinstry Incentives Lead**: Participate in meetings, identify grants and funding options complementary to utility programs

3. EV Incentives Program

- **DKS (EVSE Technical Lead)**: Execute research, facilitate workshop, document design, coordinate planning, lead follow-up activities and planning/estimation
- **McKinstry Incentives Lead**: Support Technical lead with development of incentive program, identify grants and funding sources

4. Green Building Technical Assistance Program

Attachment A1 – Scope of Work

- **LMN Architects** (Design Lead): Execute research, facilitate workshop, document design, coordinate planning, lead follow-up activities and planning/estimation
- **McKinstry** (Modeling Lead): Support LMN design lead with workshop and planning activities.
- **McKinstry Incentives Lead**: Support design and modeling lead with grants and incentives

Cross-Program Support

McKinstry: Scoping Analyst Work

- See “Program Scope and Data” deliverable below

Phase I Key Deliverables

1. **Program Design Documents by Project** (Clean Buildings Refresh, EVSE, EV Incentives, Green Buildings)

Each 2–3-page design document will serve as a Phase II Implementation Plan proposal, and include:

- Clear program vision & objectives
- Engagement tactics (priority beneficiary or audience(s), outreach strategies, and technical assistance services)
- A menu of key services for each program we can provide to potential program users with cost estimates
- 2 – 5 key success metrics for each project (measurable targets where applicable)
- 2 – 5 key tracking measures (data collection and reporting protocols)

Clean Buildings Incentive Program Design Refresh will also include:

- Summary of program changes and rationale
- Marketing, Outreach, and Recruitment Tracker high-level draft (Task 1.3.)
- Education, Training, and Service Consultation Tracker high-level draft (Task 1.4)

EVSE Technical Assistance Program Design will also include:

- A narrative on how the program aligns and connects with existing Puget Sound Energy offerings.
- Definition of the minimum scope of technical assistance services, including property-level siting support (e.g., number and location of chargers, capacity assessments, transformer/electrical upgrades).

Attachment A1 – Scope of Work

- A narrative on how financial consultation and incentive support will be provided (e.g., PSE Up & Go for Multifamily, tax credits, grants, and other federal, state, and local programs).

EV Incentive Program Design will also include: Incentive approach and design; program eligibility criteria

Green Building Technical Assistance Program Design will also include: An initial description of options for program eligibility criteria as well as an initial proposal for structuring of incentives.

2. Program Scope and Data

a) **Updated Covered Buildings Data (Bellevue, Issaquah, Redmond)**

Review data of all buildings and identify **Tier 1 and Tier 2 buildings** subject to the Washington Clean Buildings Performance Standard (CBPS).

- Requested data*** will include gross floor area (sq ft), building type, ownership type (nonprofit/private/public), address/parcel ID, contact information (owner or property manager) so program team is able to accurately identify the Tier 1 and Tier 2 buildings.*
- This identification does not equate to benchmarking nor would it exclude buildings from participating in CBPS requirements. Site specific compliance would require future scopes that are not covered in the current program scope.

*Should the building data be gathered from the county assessor, please note that some data elements may not be accurate. Owner-provided data is preferred whenever available.

b) **EVSE Technical Assistance Eligible Properties (Bellevue Only – All Multifamily)**

Identify all multifamily buildings in Bellevue based on data available, regardless of size, that could benefit from EVSE technical assistance.

- Segment dataset into:
 - ≥20,000 sq ft multifamily
 - <20,000 sq ft multifamily (to be separately identified via data available).
 - Classify properties into size bands (e.g., <10k, 10–20k, 20–50k, >50k) to inform prioritization.
 - Flag affordable vs. market-rate if data is available.
 - Classify properties into size bands (e.g., <10k, 10–20k, 20–50k, >50k) to inform prioritization.
 - Flag affordable vs. market-rate if data is available.

Attachment A1 – Scope of Work

- Data to be reviewed should include the following elements: gross floor area (sq ft), building type, ownership type, market-rate vs. affordable housing classification, year built, address/parcel ID, and contact information for owners/managers.
- c) **EV Incentive Program (Bellevue Only – All Multifamily)**
For the EV Incentive Program, we will work with Bellevue's Development Services Department to prioritize all upcoming or recently permitted affordable housing development projects for incentives. The City would know best what those projects are, so it doesn't make sense for the program team to identify them.
- d) **Green Building Program Candidate Projects (Bellevue Only)**
Prioritize upcoming **new construction projects in Bellevue** that may benefit from green building technical assistance (e.g., LEED, Built Green, Living Building Challenge). Bellevue shall provide list of upcoming projects for review against criteria.

3. Additional Deliverables

- Roles and responsibilities for Phase II implementation tasks, such as engagement
- Research findings to inform design and implementation
- Green building, affordable housing, and other priority property type developer insights
- Workshop agendas and materials for each program

4. Workstream-Specific and Integrated Delivery Plan with Cost Estimates

Phase I Schedule Overview

Total Design Phase: 9 weeks

- Week 1: Stakeholder kickoff meeting (1 hour, all firms participate)
- Weeks 2-8: up to 6 program-specific workshops (2 hours each)
- Week 9: Consolidation and planning

Project 1 will be prioritized to complete the design phase in the first four weeks.

Phase II Dependency

All Phase II tasks are pending a City of Bellevue notice to proceed after a satisfactory design phase that scopes out an effective use of the budget in pursuit of Phase II tasks through the end of 2026.

The proposed SOW for Phase 2 is included in the agreement and will be revised and agreed by all parties pending the completion of Phase 1. The implementation tasks outlined below are

aspirational and will be refined based on Phase 1 design outcomes. The Phase 1 design will align with the stated implementation budget. Prior to commencing Phase 2, the parties will hold an alignment meeting (the “Triggering Event”) to confirm scope, budget, and roles, and formal sign-off will be secured before implementation work begins.

Phase II: Implementation of Projects 1-4

Phase II tasks (and their sub-tasks) include the remainder of Project tasks. The Cities preserve \$586,000 for service delivery to intended beneficiaries.

Project 1. Implement a regional Clean Buildings Incentive Program, supporting covered buildings to comply with the WA Clean Buildings Performance

Task 1.1. Program Management

Manage and coordinate the joint program with and report directly to the contract administrator from the City of Bellevue, who will scope, direct, support, or evaluate various sub-tasks and activities detailed below, with input and coordination from staff from the Cities of Issaquah and Redmond.

- e. Implement and continuously improve upon the proposed Program Workplan that outlines sub-tasks and activities across the contract period, including:
 - Program management: meeting, report, communication, and sub-consultant management processes
 - Marketing, outreach, and recruitment (Task 1.2.)
 - Education, training, and service consultations (Task 1.3.)
 - Technical assistance services (Task 1.4.)
 - Performance reporting (Task 1.5.)
 - Strategies to improve program participation
 - Strategies to leverage existing or new partnerships
 - Targeting: priority buildings and frontline or overburdened communities
- f. Create or support creation of approved new materials.
- g. Facilitate bi-weekly Check-In Calls with the City of Bellevue to maintain clear and transparent planning, implementation, evaluation, and continuous improvement. Seek to anticipate issues or opportunities, mitigate risks, and keep relevant parties better informed. Provide updates on budget status and outlook as well as the upcoming invoice with supporting documentation. Provide:
 - Brief status update and discussion of opportunities, barriers, and successes
 - Opportunities to collaborate
 - Areas to improve coordination and delivery

Attachment A1 – Scope of Work

Task 1.1. deliverables: program materials; check-in calls and related notes or reports

Task 1.2. Marketing, Outreach, and Recruitment

Conduct marketing, outreach, and recruitment to covered building owners and operators to bring more buildings into the program. Balance program promotion efforts in Bellevue, Issaquah, and Redmond to ensure fair, sufficient, and effective outreach and recruitment in each community.

- a. Maintain program client and covered building databases. Track marketing, outreach, and recruitment efforts by City service area.
- b. Support and coordinate regular email listserv and 1-1 email communications, cold calls, letters, postcards, or other approaches.
- c. Assess, propose, and support or implement semi-regular social media campaigns, such as through LinkedIn.
- d. Assess, propose, and support or implement irregular earned or paid media campaigns, such as with local newspapers or journals.
- e. Identify, propose, and support or implement occasional networking, engagement, or presentation opportunities, such as conferences or building industry events.
- f. Assess, propose, and support or implement occasional self- or partner-run informational and networking events, such as a program service symposium or success demonstration tour.
- g. Assess, propose, and support or implement program branding improvements, outreach and recruitment activities, or marketing materials development, such as case studies, testimonials, banners, graphics, or other collateral.

Marketing, outreach, and recruitment standards, including standard elements and service frequencies:

	Role	Standard Elements	Frequency	Notes
Program Listserv Emails, Cold Calls, Letters	Support / Implement	Program, partner, and other resource offerings	Regular	Monthly or more frequent
Social Media Campaigns	Support / Implement	Program offerings, technical assistance events or activities	Semi-regular	Once every 1-3 months
Earned / Paid Media	Support / Implement	Program offerings	Irregular	Once or twice per year
Networking & Presentations	Attend	Program, partner, and other resource offerings, progress, and success cases	Occasional	Quarterly

Attachment A1 – Scope of Work

Program or Partner Events	Support / Implement	Program, partner, and other resource offerings, progress, and success cases	Occasional	Quarterly or less frequent
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Task 1.2. deliverables: Marketing, Outreach, and Recruitment Tracker with proposed and confirmed activities, schedules, and other practical planning and implementation details

Task 1.3. Education, Training, and Service Consultations

- Conduct regular live education and training services in the format of online webinars, in-person workshops, and 1-1 consultations.
- Develop an online library of recorded webinar resources, supported by other educational materials, to address gaps in and supplement partner resources, such as the Department of Commerce document library and others' recorded webinars.
- Perform pre- and post-activity engagement, audience needs assessment, and performance evaluation, such as pre- and post-surveying and in-meeting polling.
- Address client and covered building needs by conducting follow-up to deliver services.
- Continuously enhance educational, training, consultation, and informational activities and materials to improve overall program implementation.
- Leverage existing and new partnerships to improve implementation, and look for opportunities to support development of the clean buildings workforce.

Education, training, and consultation standards, including standard elements and service frequencies:

	Standard Structure & Elements	Frequency	Notes
Webinar	30- and 90-minute formats, combining informational, networking, and question-and-answer activities Program, partner, and other resource offerings, progress, and success cases Topics: 1. Introduction to the law, compliance, and program 2. Benchmarking, Operations & Maintenance Program, Energy Management Plan 3. Other compliance document- or process-specific topic(s) Priority audiences: Tier 1, Tier 2, nonprofits, multi-family properties, public	To be determined in design phase	Online; live or recorded

Attachment A1 – Scope of Work

	buildings, low-resource properties, overburdened owners / operators, Class B/C office buildings		
Workshop	60- or 90-minute formats with the same elements as webinars and greater emphasis on networking and question-and-answer activities Priority audiences: Tier 1, Tier 2, nonprofits, multi-family properties, public buildings, low-resource properties, overburdened owners / operators, Class B/C office buildings. May include participation from building owners throughout the eastside.	See above	In-person
1-1 Consultation	Structure and elements will be based on webinar/workshop standards and specific client needs	See above	Online or in-person

Task 1.3. deliverables: Education, Training, and Service Consultation Tracker with proposed and confirmed activities, schedules, as well as participating covered buildings' primary contact, building name, address, gross floor area, use type, anticipated or confirmed CBPS Tier status (including compliance deadline), EUI, EUI_t, and program service participation status; resource and material electronic folder; audience surveying, needs assessment, and activity evaluation results

Task 1.4. Technical Assistance Services

Deliver WA CBPS covered building compliance services.

- a. Provide technical assistance services to prepare covered buildings to comply with the Washington State Clean Buildings Performance Standards requirements.
 - Assess buildings for coverage by WA CBPS, including building type, size, potential tier, and potential reporting or performance requirements.
 - Request, receive, and process building utility data, including energy usage. Enter data into Energy Star Portfolio Manager and perform building energy benchmark if needed. Calculate building Energy Use Intensity (EUI) and determine EUI target (EUI_t). Where building owner/operator has performed benchmark, perform quality control review to ensure correctness and preparedness to meet compliance requirements, such as energy data vintage, GFA calculation, and EUI and EUI_t.

Attachment A1 – Scope of Work

More cost- and time-intensive technical assistance, detailed by the services below, will be proposed for priority buildings (described at the beginning of the Tasks section) and approved by City staff prior to implementation. Where the City does not approve paying for the service, the cost for the following services may be borne by the building owner or operator.

- Perform preliminary scoping assessment, identifying no- and low-cost operations and maintenance improvements as well as potential retrofits to reduce building energy use, offer cost savings, and reduce building EUI.
- Develop Energy Management Plan and Operations & Maintenance Program.
- Identify and prepare documents, processes, and applications for building owners/operators to access utility, state, federal, and other incentives, grants, and financing.
- Prepare and submit documents to the Washington State Department of Commerce Clean Buildings Portal to complete the WA CBPS compliance application and related processes.

Contractor shall aim to meet the following estimated program targets for WA CBPS compliance technical assistance services:

Service	Estimated Program Target
Benchmarks	85
Preliminary Scoping Assessments	28
Energy Management Plans including O&M Program	28
Incentive, Grant, of Financing Applications	10
WA CBPS Compliance Applications	43

Program targets may be updated during Phase I design and implementation planning.

- b. Continuously enhance technical assistance activities and materials, such as compliance document templates and compliance process services, to improve overall program implementation. Maintain services, tools, and overall program performance by staying abreast of industry resources, insights, technologies, and related rule and policy changes. Leverage existing and new partnerships to improve implementation, and seek opportunities to support development of the clean buildings workforce.

Service standards, including estimated target periods to perform services:

Service	Required Elements	Target Period to Complete	Notes
Benchmarks	• Energy Star Portfolio Manager • Building utility data	4 weeks	Must involve 12 months of utility

Attachment A1 – Scope of Work

	• Building schematics • Brief building walk-through • GFA (enclosed and conditioned area) per CBPS definition • Building Activity Type • Building EUI and EUIt		data from period within 24 months prior to reporting deadline
Preliminary Scoping Assessments	• Brief building walk-through* • EEMs: recommended no- and low-cost measures; potential capital-intensive measures • Expected energy and cost savings and level of priority by EEM described in terms of high, medium, or low • Funding or financing options	3 weeks	ASHRAE Energy Audit 1 *If not completed in benchmark
Energy Management Plans (includes O&M Program)	• WA COM template or other template meeting WA CBPS requirements	4 weeks	
Compliance Application	• WA COM template or other template meeting WA CBPS requirements	4 weeks	

Target service periods incorporate, and in part depend on, building owner/operator coordination activities and timelines. Contractor will be responsible for setting up, actively managing, and continuously improving building owner/operator intake, coordination, and service delivery processes and timelines. Contractor will report proactively and regularly about service implementation toward meeting required elements and target service periods. Reporting is detailed in Task 1.5.

Task 1.4. deliverables: benchmark reports; preliminary scoping assessment reports; Energy Management Plans; incentive, grant, and financing applications; WA CBPS compliance applications

Task 1.5. Performance Reporting

Deliver reports that track implementation, including services delivered, progress toward KPIs, challenges, opportunities, and assessments of and recommendations for overall program implementation.

- Track progress toward technical assistance services delivered and program KPIs by building, client, and in the aggregate both by community and across communities. Report service delivery monthly and KPI progress quarterly.

Attachment A1 – Scope of Work

- b. Track marketing, outreach, and recruitment activities and report results at regular intervals while active, to the extent practical, to support coordination and improvements. Report implementation results at the end of the activity or during monthly service delivery and KPI progress reporting, at a minimum.
- c. Track education, training, and service consultation activities and report results at the end of the activity or during monthly service delivery and KPI progress reporting, at a minimum.
- d. Support program reporting to various audiences, such as through meeting or event slide deck development, as needed.
- e. Prepare program implementation reports to reflect services delivered and program KPIs, as detailed above, at the end of each calendar year and at the end of the contract period.

Standard reporting processes and periods:

Reporting Activity	Required Elements	Frequency
Monthly Program Report	Technical assistance services delivered by building, client, community, and across communities. Services: • Benchmarks • Preliminary scoping assessments • Energy Management Plans / O&M Programs • Compliance applications • Incentive, grant, or financing applications • Investment grade audits • Commissioning contracts or energy services agreements • Other building energy or utility management services	Monthly
Quarterly Business Review	Key performance indicators by building, client, community, and across communities. KPIs: • # benchmarks • # compliance applications • \$ incentives/grants • \$ cost savings • # energy savings (kBtu; subdivided by type, therms or kWh, before conversion) • # greenhouse gas emissions reductions (MTCO₂e) • # training/education activities • # covered buildings served	Quarterly
Marketing, Outreach, and Recruitment Activity Reports	• Activity description • Cost • Duration	End of activity

Attachment A1 – Scope of Work

	• Cost per engagement • Conclusions about effectiveness • Recommendations for future implementation	preferred, or monthly
Education, Training, and Service Consultation Activity Reports	• Activity description • Attendance list with contact information, community affiliation, and number of covered buildings by type • Summary of interests or next steps by client, where possible • Technical assistance service follow-up steps and timeline targets	End of activity preferred, or monthly
Miscellaneous	• Activity-dependent	As needed
Program Implementation Report	• Services delivered • KPIs • Reflection on lessons, challenges, and opportunities by task • Recommended improvements by task • Recommendations for WA CBPS implementation enhancements or considerations	End of year and end of contract

Task 1.5. deliverables: Monthly Program Reports; Quarterly Business Reviews; Program Implementation Reports; activity reports for marketing, outreach, and recruitment as well as education, training, and service consultations if not covered by trackers (see Tasks 1.2. and 1.3.)

Task 1.6 Data and Performance Dashboard

Develop and maintain a data and performance dashboard that reflects covered buildings across Bellevue, Issaquah, and Redmond. The [Seattle Energy Benchmarking map](#) is a potential model, and WA State may develop similar tools or inputs for such a tool to support CBPS compliance tracking. The dashboard is intended to serve as a tool for continuous program design and implementation improvements, as well as a reporting tool for stakeholders. This task should be scoped in close coordination with participating Cities and given approval to proceed prior to implementation.

Task 1.6. deliverables: CBIP data and performance dashboard

Project 2. EVSE Technical Assistance and Affordable Multifamily Incentives

Sub-task 2.1.1. EVSE Technical Assistance Program Management

Manage and coordinate the program with and report directly to the contract administrator from the City of Bellevue. Host regular update meetings with City of Bellevue staff to provide updates on implementation progress and program uptake.

Attachment A1 – Scope of Work

Sub-task 2.1.1. deliverables: Recurring update meetings to Bellevue staff, implementation of technical assistance program scoped in the design phase.

Sub-task 2.1.2. Marketing, Outreach, and Recruitment

Conduct marketing, outreach, and recruitment of property managers and building owners to recruit more buildings into the program. Maintain program client and covered building databases. Track marketing, outreach, and recruitment efforts.

- Support and coordinate regular email listserv and 1-1 email communications, cold calls, letters, postcards, or other approaches.
- Assess, propose, and support or implement semi-regular social media campaigns, such as through LinkedIn.
- Assess, propose, and support or implement irregular earned or paid media campaigns, such as with local newspapers or journals.
- Other marketing and outreach events as deemed necessary or useful to engage and recruit more buildings.

Sub-task 2.1.2. deliverables: Marketing, Outreach, and Recruitment Tracker with proposed and confirmed activities, schedules, and other practical planning and implementation details

Sub-task 2.1.3. EVSE Technical Assistance Services

Deliver technical assistance services to multifamily residential properties in accordance with the program developed as part of the design phase. Anticipated technical assistance activities to be developed in the design phase and provided to properties include:

- Initial meeting with property representatives to discuss program overview, services provided, initial project details
- Scheduling of date and time for in-person site visit, if applicable
- Development of site assessment including:
 - Summary of existing conditions
 - Summary of potential EV infrastructure and construction considerations
 - Available electrical capacity as provided by Puget Sound Energy
 - High/low cost estimates
 - Next steps for installation
 - Provision of assessment to customers with discussion of findings
- Financial consultation including discussion of possible funding sources to support installation of EVSE.

Sub-task 2.1.3. deliverables: provision of technical assistance to multifamily buildings in program pipeline, multifamily property site assessments.

Sub-task 2.1.4. Performance Reporting

Deliver monthly reports that track implementation, including services delivered, progress toward KPIs, assessment of outreach and marketing progress, challenges, opportunities, and assessments of and recommendations for overall program implementation.

Sub-task 2.1.4. deliverables: Monthly Performance Reports provided to City of Bellevue.

Task 2.2: Affordable Multifamily EV Readiness Incentive Program

Sub-task 2.2.1. Affordable Multifamily EV Readiness Incentive Program Management

Manage and coordinate the program with and report directly to the contract administrator from the City of Bellevue. Host regular update meetings with City of Bellevue staff to provide updates on implementation progress and program uptake.

Sub-task 2.2.1. deliverables: Recurring update meetings to Bellevue staff, implementation of technical assistance program scoped in the design phase.

Sub-task 2.2.2. Marketing and Outreach

Conduct outreach and marketing to affordable housing developers to utilize funding opportunity. Track marketing, outreach, and recruitment efforts. As possible users of this program are limited, it is expected that outreach will be limited and highly targeted.

Sub-task 2.2.2. deliverables: Marketing and Outreach Tracker with contacted developers and possible projects.

Sub-task 2.2.3. Provision of Incentives to Affordable Housing Developers

Deliver incentives to approved affordable housing properties following the guidelines and approach defined in the design phase.

Sub-task 2.2.3. deliverables: provision of EV Readiness incentives for affordable housing developers

Sub-task 2.2.4. Performance Reporting

Deliver monthly reports that track implementation, including marketing and outreach progress, progress toward KPIs, challenges, opportunities, and assessments of and recommendations for overall program implementation.

Sub-task 2.2.4. deliverables: Monthly Performance Reports provided to City of Bellevue.

Project 3. Green Building Design and Certification Technical Assistance

Task 3.1. Direct Technical Assistance – Design

Attachment A1 – Scope of Work

The consultant will provide direct technical assistance based on design phase scoping in green building design to qualified projects.

Activities within this task are expected to include:

- Conduct whole-building energy modeling sufficient to meet the specific needs of the project, including but not limited to:
 - LEED, Built Green, Living Building Challenge, or other rating system prerequisite and credit requirements.
 - Puget Sound Energy (PSE) requirements needed to qualify for additional utility incentives.
 - Meeting requirements of the Washington State Energy Code (WSEC).
- Facilitate Integrative Design / Integrative Process workshops with the project team, to integrate green building principles and practices into design from the beginning of the project. Workshops should focus on reducing and/or offsetting any added financial burden (e.g. the cost of heat pumps compared to gas heating systems) and addressing split incentive conflicts.
- Assist project owners and teams in identifying opportunities to reduce capital or operational costs through design decisions that also improve environmental performance.

Task 3.1. deliverables: Building energy modeling and reporting, Integrative Design / Integrative Process workshops, project design review and guidance

Task 3.2. Direct Technical Assistance – Certification

The consultant shall provide direct technical assistance in third-party green building rating system certification to qualified projects based on design phase scoping. This task is intended to provide projects with full-service green building consulting, with the scope of such services to be determined by the budget available through this incentive program and the needs of eligible projects.

Activities within this task are expected to include:

- Support project teams in identifying rating system prerequisites and other non-negotiable elements of certification.
- Provide initial estimates for project registration, certification, and other third-party costs.
- Support project teams in evaluating pathways to achieve certification within the given rating system, including necessary credits, credit point thresholds, and sufficient point buffers.
- Review project plans, specifications and other design and construction documents to confirm alignment with rating system documentation requirements.

Attachment A1 – Scope of Work

- Lead assembly, review, and submittal of all required third-party documentation.
- Serve as primary point of contact for third-party organizations such as USGBC/GBCI, LFI, MBAKS, etc.

Task 3.2. deliverables: Certification cost estimates, certification project management processes and timelines, documentation, project design review and guidance, managing coordination with third-party certifying bodies

Task 3.3. Secure Additional Financial Assistance

The consultant shall assist projects in identifying and securing additional financial assistance to offset additional costs of green building design or certification. This task is contingent on the availability of such funding at such time as it can meet project needs.

Activities within this task are expected to include:

- Identify funding sources and application requirements.
- Assist projects in identifying whether they qualify for a given funding opportunity, what they will need to do / provide in order to apply, and whether the level of effort is warranted, based on the funding available.
- Write, review, or endorse applications, or provide other direct support to applicants as needed to qualify or compete for additional funding.

Task 3.3. deliverables: Funding source and application requirements summary documents, funding applications

Project 4. General On-Call Technical Assistance

Task 4.1: On-Call Technical Assistance

Provide on-call technical analyses to support policy and program work as needed across an array of subjects, including but not limited to:

- Cost analyses, building technical analyses, and engineering studies across the following domains: electric vehicle infrastructure; solar installations; green buildings; building electrification; other, as needed and appropriate

Scopes and budgets for projects or services under this task will be mutually agreed between the City and the consultant and executed through a Task Order.

Task 4.1. deliverables: Cost analyses, building technical analyses, or engineering studies as assigned

Timeline & Budget

Projects 1 - 4 are planned for implementation through and funded for the current 2025-2026 biennium, ending December 31, 2026. Implementation timelines are Project-specific. This contract is expected to start approximately by end of September 2025, after Bellevue City Council approval. If the contract is executed later, Project task timelines may adjust but the end date will not. Additionally, Phase I design and implementation planning work may further adjust timelines, again not adjusting the end date.

This contract may be renewed for one year through December 31, 2027. Contract renewal is contingent on program impact and success, additional funding and 2027-2028 budget process outcomes, and the availability of external incentives. The Cities anticipate seeking additional program funding for the 2027-2028 budget period.

The Cities have a total budget of \$630,000 across the three service programs and general on-call assistance for technical analysis.

Budget by Project	2025-2026 Budget
1. WA CBPS Compliance	\$360,000
2. EVSE Technical Assistance and Affordable Multifamily Incentives	\$120,000
3. Green Building Design and Certification Technical Assistance	\$120,000
4. General On-Call Technical Assistance	\$30,000
TOTAL	\$630,000

The design phase budget is capped at \$44,000. The maximum budget for all phases and projects remains \$630,000. Phase II tasks are focused on implementation and service delivery. Across Phases I and II, administrative costs are to be limited to roughly 15% based on further collaborative design phase work.

Budget by Project	2025-2026 Budget	Phase I Portion	Phase II
1.	\$360,000	\$20,000	\$340,000
2.	\$120,000	\$12,000	\$108,000
3.	\$120,000	\$12,000	\$108,000
4.	\$30,000	-	\$30,000
TOTAL	\$630,000	\$44,000	\$586,000

Attachment A1 – Scope of Work

Clean Buildings Incentive Program

The Clean Buildings Incentive Program is funded by the Cities of Bellevue, Issaquah, and Redmond for implementation through 2026.

The Cities of Bellevue, Issaquah, and Redmond would like to launch the Project no later than September 2025 to rapidly re-establish Clean Buildings Performance Standard compliance technical support for covered buildings in our communities by January 2026. Timelines for Tasks and related activities are reflected at a high-level, tentatively, below:

Major contract process and program implementation timelines include:

	Date or Period
Contract Development	No later than September 2025
First Contractor Meeting and Webinar, Workshop, & Consultation Re-Launch	No later than January 31, 2026
Contract Term Ends & Program Implementation Report	No later than December 31, 2026
Option to Renew Contract	January 1 – December 31, 2027

Major WA Clean Buildings Performance Standard implementation timelines include:

	Date or Period	Notes
Tier 2 Notifications; Tier 2 Data & Compliance Portal Launch	July 2025	Delivered by WA Department of Commerce
Tier 1 Deadline Reminder Notifications	July-August 2025	Delivered by WA Department of Commerce
Tier 1 Deadline	June 1, 2026	Covered buildings more than 220,000 sq. ft.
Tier 1 Deadline	June 1, 2027	Covered buildings more than 90,000 sq. ft. but less than 220,001 sq. ft.
Tier 2 Deadline	July 1, 2027	Covered buildings more than 20,000 sq. ft. but less than 50,000 sq. ft.
Tier 1 Deadline	June 1, 2028	Covered buildings more than 50,000 sq. ft. but less than 90,001 sq. ft.

EVSE Technical Assistance and Affordable Multifamily Incentives

The City of Bellevue has budget for implementation of both EV-related programs through 2026. Both tasks are expected to follow similar patterns of several months of program design followed by marketing and outreach and implementation of technical assistance and provision of incentives through the end of 2026 or until funds are depleted. Timelines for sub-tasks will be developed during the design phase.

Attachment A1 – Scope of Work

Green Building Design and Certification Technical Assistance

The City of Bellevue has budget for implementation of this Project through 2026. Implementation timeline to be determined during the design phase.

General On-Call Technical Analysis

The City of Bellevue has budget for implementation of this Project through 2026. The timeline for this Project is to be considered ad hoc and as needed.

Attachment A2: Fee Schedule

Table 1: Proposed Budget by Project Task

Project Task		Hours	Cost
Project 1: CBIP			
Admin 0 0a a b c d	Admin	2.0	\$ 330.00
	Kick-Off	7.0	\$ 1,666.00
	Reviewing Existing Material	10.0	\$ 2,372.00
	Program-Specific Workshops	30.0	\$ 6,878.00
	Follow-up Documentation (Post Workshop) & Cross Team Coordination	16.0	\$ 3,700.00
	Program Design Documents by Project	16.2	\$ 3,745.60
	Updated Covered Buildings Data (Bellevue, Issaquah, Redmond)	6.0	\$ 1,308.00
	Project 1 Sub-total	87.2	\$ 19,999.60
Project 2: EVSE (two sub-projects)			
0 0a a b c d	Kick-Off	2.0	\$ 603.75
	Reviewing Existing Material	7.0	\$ 1,911.00
	Program-Specific Workshops	17.0	\$4,552.25
	Follow-up Documentation (Post Workshop) & Cross Team Coordination	8.0	\$2,242.00
	Program Design Documents by Project	7.0	\$2,210.25
	Updated Covered Buildings Data (Bellevue)	2.0	\$480.40
	Project 3 Sub-total	43.0	\$ 11,999.65
Project 3: Green Bldg Design/Cert			
0 0a a b c d	Kick-Off	1.0	\$ 281.00
	Reviewing Existing Material	2.0	\$ 562.00
	Program-Specific Workshops	16.0	\$ 4,719.00
	Follow-up Documentation (Post Workshop) & Cross Team Coordination	11.0	\$ 3,091.00
	Program Design Documents by Project	5.0	\$ 1,405.00
	Updated Covered Buildings Data (Bellevue)	8.0	\$ 1,941.43
	Project 3 Sub-total	43.0	\$ 11,999.43
Grand Total		173.2	\$ 43,998.68



Attachment "B"

Insurance Requirements

The Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Consultant. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance:

- Consultant's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

C. Self-Insured Retentions:

Self-insured retentions must be declared to the City in writing.

D. Other Provisions:

Commercial General Liability and Pollution Legal Liability policies must be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insured,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

E. Acceptability of Insurers:

Insurance shall be placed with Insurers with an AM Best rating of A:VII or higher.

F. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.



MCKICO.-01

MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com																					
INSURED McKinstry Essention, LLC PO Box 24567 Seattle, WA 98124-0567	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B :</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C :</td><td>Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company	25658	INSURER B :	Travelers Property Casualty Company of America	25674	INSURER C :	Steadfast Insurance Company	26387	INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	☐ PER STATUTE ☒ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	☒ Professional Liab			EOC 6738794-12	3/1/2025	3/1/2026	OCC/AGG:	\$ 1,000,000

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

RE: Eastside Clean Buildings Technical Support Program

City of Bellevue, its officials, employees and volunteers are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BELLEVUE 450 110th Avenue NE Bellevue, WA 98004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" away from premises owned by or rented to you

Designated Locations: Each premises owned by or rented to you

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 - a. Insureds;
 - b. Claims made or "suits" brought;
1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".



ATTACHMENT "C"
Non-Collusion Certificate

STATE OF Washington)

SS.

COUNTY OF King)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corp named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or other action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for the award of a contract on the improvement described as follows:

RFQ # 25037 - Eastside Clean Buildings Technical Support Program

McKinstry
(Name of Firm)

By: [Signature] Justin Lee
(Authorized Signature)

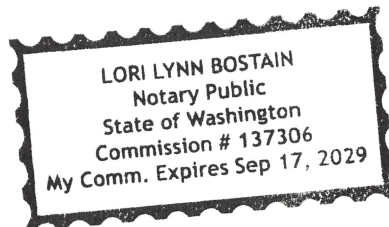
Title: Operations Manager

Sworn to before me this 14th day of October 2015

Notary Public

Lori Lynn Bostain
[Signature]

CORPORATE SEAL:



ATTACHMENT "D"

Equal Opportunity Requirements & Affidavit of Title VI Compliance

Equal Opportunity Requirements Section -

General Instructions:

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as Chapter 4.28.170 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and supplier with the City in a total amount of thirty-five thousand or more within any given year, or as requested by the City with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all contractors will be required "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultant suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be required to provide specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of contract may follow.

City contact: The City's Compliance Office is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at (425) 452-7876.

Bellevue City Code Excerpt:

Section 4.28.170 of the Bellevue City Code establishes the requirements for all contractual service providers: "All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year, or as requested by the City, are required to take affirmative action to comply with the following requirements of this section. There shall be included in any contract between such contractor and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment to equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action shall submit an affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. Documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Manager. The Procurement Services Manager shall serve as the compliance office for the City and is authorized to develop procedures for the administration of this section."

Interpretations:

In order to more readily determine compliance with BCC 4.28.170, the following interpretations are provided:

Requirement 1. When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors of any bids advertised for subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor shall demonstrate to employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement can be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all employees

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in

Affidavit of Title VI Compliance Section -

Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not on the grounds of race, color, sex, sexual orientation, gender identification, or national origin in the selection of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations for competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identification or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information in the possession of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall report what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) of the contract in any subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or provider as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the City of Bellevue becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such non-compliance, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and the Consultant may request the United States to enter into such litigation to protect the interests of the

AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE



Justin Lee

certifies that:

Consultant

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women's organizations, or
2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and contractors of bids for subcontract work.
3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Comp by these bid documents.
4. It has provided a written statement to all new employees or subcontractors indicating its commitment opportunity employer.
5. It has considered all eligible employees for promotion or advancement when promotion or advancement have existed.

By:

(authorized signature)

Title:

Operations Manager

Date:

10/24/25