

## AGREEMENT

This agreement (the "AGREEMENT") is made this 4th of April, 2022, by and between SNOHOMISH COUNTY (herein after referred to as the "COUNTY") and Energy Savers Inc., doing business as a

(Firm Name)

Corporation

duly licensed to conduct business in the State of  
(Corporation, Individual, or Partnership)  
Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- |   |                                |
|---|--------------------------------|
| (A) Invitation to Bids                      | (H) Performance & Payment Bond |
| (B) Instructions to Bidders                 | (I) Insurance Requirements     |
| (C) Bid Submittal Packet                    | (J) Scope of Work              |
| (D) AGREEMENT                               | (K) Bid Award Letter           |
| (E) General Conditions                      |                                |
| (F) Special Conditions                      |                                |
| (G) Addenda: No. _____, Dated _____, _____. |                                |
| No. _____, Dated _____, _____.              |                                |
| No. _____, Dated _____, _____.              |                                |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform Weatherization Services (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and as authorized by individual work orders based on unit pricing provided in the bid. The total value of this AGREEMENT shall not exceed \$350,000. The CONTRACTOR will only be paid for WORK authorized by a work order issued by the Weatherization Division.
6. The COUNTY will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the Washington Dept. of Commerce, its officers, officials, and employees, and the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

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 CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's 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.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, Section IV, attached hereto and incorporated herein by this reference.
11. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**12. Title VI (Federal) Non-discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the COUNTY has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY

CONTRACTOR

By \_\_\_\_\_  
Bramby Tollen  
Purchasing Manager

Date

By  \_\_\_\_\_  
Signature of Company Officer

Date 04/04/2022

Name Regena Williams  
Title Manager