

**PIERCE COUNTY
INVITATION TO BID**

NUMBER 970

FOR

WEATHERIZATION SERVICES FOR MOBILE HOMES

**BIDS MUST BE SUBMITTED TO:
CLERK OF THE COUNCIL
930 TACOMA AVE S RM 1046
TACOMA WA 98402-2176**

AND WILL BE RECEIVED UNTIL 1:00 P.M., DECEMBER 28, 2012

AT WHICH TIME THEY WILL BE PUBLICLY OPENED

**AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING
930 TACOMA AVE S, TACOMA WA**

**PURCHASING DEPARTMENT
615 SOUTH 9TH STREET SUITE 100
TACOMA WASHINGTON 98405-4674**

ACTING FOR:

COMMUNITY CONNECTIONS

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 - **WEATHERIZATION AGREEMENT – 25 Pages**
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-

The following forms must be returned with the bid:

- **Bid/Proposal Form including Certification of Non-Segregated Facilities and Non-Collusion & Debarment Affidavit (Must be notarized)**
- **E-Verify Declaration**
- **Subcontractor's Participation Form**
- **Personnel Workforce Data Form**
- **List of Work History**

The following must be returned by the successful bidder no later than 20 days after bid award:

- **Contract**
- **Certificate of Insurance with liability limits not less than indicated in the Bid**

These will be executed on County forms and will be enclosed with award documents.

PIERCE COUNTY INVITATION TO BID NUMBER 970

BID REQUIREMENTS

To supply labor, materials, equipment, permits, and all other incidentals to provide weatherization measures and related repairs per the attached specifications and requirements.

Pierce County estimates that approximately 125 mobile homes will receive weatherization measures. These jobs are funded through various grants from local utilities and state and federal agencies. Funding levels can increase or decrease and may affect the total number of homes receiving weatherization measures.

Pierce County may award primary, secondary, tertiary, etc. contracts as necessary to complete the weatherization measures within the time frame allotted for this work. The County reserves the right to award a specific number of homes to one or more contractors.

Successful bidder(s) shall be fully experienced in providing weatherization work. Bidders shall include a list of previous work history, including contact names and phone numbers, for whom they have done weatherization work. BIDS RECEIVED WITHOUT THIS INFORMATION MAY BE DECLARED NON-RESPONSIVE.

The Contractor must provide proof of insurance of not less than \$1,000,000 each occurrence or combined single limit coverage of \$2,000,000 for Commercial General Liability with not greater than \$1,000.00 deductible. Professional Liability Insurance shall include errors and omissions providing \$1,000,000 coverage with not greater than a \$5,000.00 deductible for all liability and \$500,000 Pollution Occurrence Insurance (POI); Pierce County must be listed as additional insured on the certificate.

The Contractor is required to enroll in Federal E-verify program. Information about the Federal E-verify program can be found at:

http://www.dhs.gov/files/programs/qc_1185221678150.shtm

Background checks are required for all personnel working on site. Contractor personnel must complete form provided by Pierce County Community Connections. Pierce County Community Connections will process background checks.

The Contractor may not sub-contract any portion of this bid without prior approval by Pierce County Department of Community Connections.

Contractors will be required to attend an introductory meeting regarding specifications prior to work being assigned.

Contractor may be required to attend Building Performance Center training, at their own cost.

OSHA 10 – OSHA 30 certificates required or dates personnel will be attending training (must accompany bid packet).

Prevailing Wage Law rules apply. Contractor will be required to attend a meeting pertaining to Prevailing Wage Law rules and filing requirements. Contractors are required to file a Statement of Intent to Pay Prevailing Wages (Intent) and an Affidavit of Wages Paid (Affidavit) form for each job with Labor & Industries. Contractor is responsible for obtaining permits if required.

Residential rates apply to work done on single-family homes and multi-family units that do not exceed four stories including basement and are used solely as permanent residences.

Required weatherization measures are determined by Community Connections Department.

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Assignment of Work:

- Once a contractor is assigned a job through a Notice to Proceed, work must be completed within 30 days of the date of the Notice to Proceed.
- All invoices must be itemized, including measure, type of material used, r-value and square footage.
- Materials and labor must be separated on the invoice.
- Insulation materials and sealants are exempt from sales tax (RCW 70.164). When purchasing materials, contractors must provide a completed *Buyers' Retail Sales Tax Exemption Certificate*.
- Invoices must have the non-taxable materials clearly separated from the taxable materials by subtotalling each, applying tax as applicable and listing a grand total for both categories.
- Invoices submitted for payment must be accompanied by the Prevailing Wage Intent and Affidavit, copies of any applicable permits and a notarized signed Lien Waiver Release.
- It is the contractor's responsibility to ensure that a quality control inspection has been completed prior to submitting a completed invoice for payment.
- Tax rate is to be verified and accurate for the date and address where work was completed.
- Change orders are handled through additions/deletions to the Notice to Proceed.
- **Failed Inspections:** Contractor is responsible to re-file the Prevailing Wage Affidavit at their expense.
- Acceptable performance shall be determined by 90% of the jobs passing on the first inspection. A fee for re-inspections will be implemented to recover costs of multiple trips to the site by Community Connections staff.

All work must be performed according to Department of Commerce Weatherization Specifications at:

<http://www.commerce.wa.gov/Documents/HIP2012WeatherizationManual070112.pdf>

Insulation

Department of Commerce Specifications: Section 26.

In-progress inspections are required. The contractor shall contact Pierce County Community Connections Staff with a minimum of 48 hours notice prior to installing insulation that requires an in-progress inspection.

Attic and Floor: Fiberglass insulation is required.

Attic - The price per square foot includes cutting access for installation of insulation and patching access holes after the insulation is installed. Insulation will be installed through the ends if roof is metal clad. Insulation will be installed through roof jacks on composition roofs. Roof jacks and dampered caps must be completely sealed, as per specifications.

Screws with rubber type washers are required to reattach or replace roof jacks. Screws can only be used on exposed flange. Screws must be covered with elasto-meric type mastic.

Floor - Cavity must be filled regardless of r-value specified on "Notice to Proceed".

Floor insulation will be installed through access holes. Access hole patches must be secured with stitch staples and approved adhesive.

Dog house cover must be screened on a minimum of 2 sides. Price must include screened cover at actual crawl access.

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The unit prices bid shall be full payment for all labor, equipment, materials and incidentals to provide each work item below, and no further compensation will be allowed. (Note exception on materials for Items # 41 & 42)

Item No.	Description	UNIT	UNIT PRICE
	ATTIC INSULATION (Fiberglass Only)		
1.	<i>R-10-14</i>	Sq. Ft.	\$
2.	<i>R15-20</i>	Sq. Ft.	\$
3.	<i>R21-25</i>	Sq. Ft.	\$
4.	<i>R26-30</i>	Sq. Ft.	\$
	ATTIC VENTILATION -COMP ROOF		
5.	<i>HI</i>	Sq. Ft.	\$
	FLOOR INSULATION - Fiberglass Blow		
6.	<i>R-21</i>	Sq. Ft.	\$
7.	<i>Rodent Barrier - Mobile Home Specific</i>	Sq. Ft.	\$
8.	<i>Tyvek or equivalent</i>	Sq. Ft.	\$
9.	<i>Twine</i>	Sq. Ft.	\$
10.	<i>Ground Cover - 6 mil black (over lap 6" min)</i>	Sq. Ft.	\$
	BATT INSULATION		
11.	<i>R-19 - faced</i>	Sq. Ft.	\$
12.	<i>R-21 - faced high density</i>	Sq. Ft.	\$
	VENTILATION		
13.	<i>Vents per ½ sq. ft. (cross ventilation)</i>	Each	\$
14.	<i>Rescreen existing vents</i>	Each	\$
15.	<i>Frame & support access door- includes clips & handle</i>	Each	\$
16.	<i>Install New : Frame & support access door- includes clips & handle</i>	Each	\$
17.	<i>Add new access -Dog House</i>	Each	\$
	DRYER VENT - Metal from back of unit to outside		
18.	<i>Dampered cap</i>	Each	\$
19.	<i>Dampered cap -ridge pipe, clamp & support <12ft.</i>	Each	\$
20.	<i>Dampered cap -ridge pipe, clamp & support over 12ft.</i>	Each	\$
	WATER PIPES		
21.	<i>Insulate all pipes to specification R-3 Inc.H2O tank pipes</i>	Ln. Ft.	\$
22.	<i>Insulate all pipes off H2O tank only (min. 6 ln. ft.)</i>	Ln. Ft.	\$
	HEATING DUCTS- includes boots, plenum ect.		
23.	<i>R-11 include mastic on joints in crawl & interior</i>	Ln. Ft.	\$
24.	<i>R-19 -vinyl faced</i>	Ln. Ft.	\$
25.	<i>Crossover duct replacement - rigid metal w/vinyl faced r-19, supported</i>	Ln. Ft.	\$
26.	<i>Crossover duct replacement - rigid metal w/r-19, supported</i>	Ln. Ft.	\$
27.	<i>Heat registers - metal</i>	Ln. Ft.	\$

FIRM NAME _____

This page must be returned with the Bid.

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Item No.	Description	UNIT	UNIT PRICE
	WATER HEATER - Elec. (set@ 125 F, accessible element covers)		
28.	<i>Wrap unheated areas, attach safety label. Inc. pipes off tank</i>	Each	\$
29.	<i>Insulate existing ext. H2O tank access door w/R-11 & weather strip</i>	Each	\$
30.	<i>Frame & support H2O tank access door- includes clips & handle</i>	Each	\$
	SUPPLEMENTAL WORK		
31.	<i>Exterior H2O tank access door - color & size to match</i>	Each	\$
	SUPPLEMENTAL EXTERIOR DOORS - standard mobile - key alike		
32.	<i>W/rain cap, peephole, lockset, interior & exterior trim</i>	Each	\$
33.	<i>W/window (2.8 sq ft max)rain cap, peephole, lockset, int. & ext. trim</i>	Each	\$
34.	<i>Mfg. Raincaps - over windows and or doors</i>	Each	\$
	SUPPLEMENTAL EXHAUST FANS (insulate extension R-8 min)		
35.	<i>Extend existing fan thru attic & roof to dampered metal cap</i>	Each	\$
	SUPPLEMENTAL KITCHEN FAN- w/26 gauge duct, mech. Fasteners		
36.	<i>Extend existing fan thru attic & roof to dampered metal cap</i>	Each	\$
	SUPPLEMENTAL AIR SEALING -prescriptive air sealing method (Per Mobile)		
37.	<i>End runs-block & mastic, weatherstrip wood doors, seal around breaker boxes. Seal marriage line and other penetrations</i>	Each	\$
	SUPPLEMENTAL MOBILE HOME SKIRTING REPAIRS		
38.	<i>Minor holes & gaps in skirting</i>	Sq. Ft.	\$
39.	<i>Metal skirting - install & support</i>	Ln. Ft.	\$
40.	<i>Wood skirting - install & support (pressure treated)</i>	Ln. Ft.	\$
	SUPPLEMENTAL REPAIRS - Contractor will be reimbursed for materials for Items #41 & 42		
41.	<i>Minor ceiling, walls or floor repairs</i>	Hour	\$
42.	<i>Major ceiling, walls or floor repairs</i>	Hour	\$
	FEES – Per Work Order		
43.	<i>Intent & Affidavit etc.</i>	Lot	\$

For further information about specifications please contact Martha Larkin by email at: mlarkin@co.pierce.wa.us

Please note: Any oral interpretation is not binding on the County, unless confirmed by Addendum.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the contractor pursuant to this proposal shall be printed on recycled paper whenever practicable.

FIRM NAME _____

This page must be returned with the Bid.

PIERCE COUNTY INVITATION TO BID NUMBER 970

BID TERMS

Prompt Payment Discount: _____% / _____ Days, Net 30

COMPLETION OF WORK IS GUARANTEED WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED FOB VARIOUS LOCATIONS IN PIERCE COUNTY

If bidding other than as specified, or if "Bid Requirements" do not specify a brand name or model, indicate brand name and model number you are offering and **attach descriptive literature** with factory specifications.

Pierce County reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.

All questions and blanks in this bid must be completed in full for valid bid response.

Pierce County is required to pay State sales tax, but is exempt from Federal excise tax.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years.

FIRM NAME _____

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PIERCE COUNTY INVITATION TO BID NUMBER 970

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

_____ Contractor's Registered Name	_____ Date
_____ Signature of person authorized to enter contractual agreements	Subscribed and sworn before me this _____ day of _____, 20____.
_____ Printed Name	
_____ Title	_____ Notary Public in and for the State of _____ County of _____ My commission expires:
_____ Address	

UBI No.

Contractor's State Registration No.

Phone (Area Code)

FAX (Area Code)

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

SOLE PROPRIETOR:	_____ Business Owner's Name	_____ Business Owner's Social Security Number
	_____ DBA/Business or Trade Name (if applicable)	
PARTNERSHIP:	_____ Name of Partnership	_____ Partnership's Employer Identification Number
CORPORATION:	_____ Name of Corporation	_____ Corporation's Employer Identification Number

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person. If a bidder is a copartnership, the proposal shall be signed by an authorized member of the copartnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture. Pierce County may require bidders to furnish duly authenticated copies of resolutions, or minutes or power-of-attorney from each person or entity to be bound, evidencing that authority.

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.

E-Verify Declaration

Firm Name: _____

Proposal/Bid/Invitation/Solicitation No. _____

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at _____ Washington

this _____ day of _____, 20_____

Signature _____

Printed Name _____

THIS PAGE MUST BE RETURNED WITH THE BID DOCUMENTS.

PIERCE COUNTY INVITATION TO BID NUMBER 970

SUBCONTRACTORS PARTICIPATION FORM
for
SUPPLY OR SERVICE CONTRACTS
Revised (6/99)

Check appropriate statement below:

Our firm will perform all contracted scope of work tasks.

Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

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PIERCE COUNTY INVITATION TO BID NUMBER 970

PERSONNEL WORKFORCE DATA FORM

Firm Name _____ Project _____ Project # _____

Address _____ City _____ State _____ Zip _____

Phone No. _____

Contract Work Hours (if applicable) _____ Type of Service Provided _____

CONTRACTOR’S AGGREGATE WORK FORCE –

if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	Total Employed		Total Minority		Native American		Asian		Black		Hispanic		Apprentice /Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers/ Managers														
Foremen/ Supervisors														
Clerical														
Carpenters														
Electricians														
Flaggers														
Ironworkers														
Laborers														
Power Eq. Operators														
Truck Drivers														
TOTALS:														

THIS PAGE MUST BE RETURNED WITH THE BID DOCUMENT

Title: Weatherization Agreement
Start Date:
End Date:
Fiscal Year:
Contractor:
Contact:
Telephone:
Contract #
BARS#:

PIERCE COUNTY COMMUNITY CONNECTIONS

Weatherization Agreement

This contractual agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between PIERCE COUNTY, subsequently referred to as the "County", and **(CONTRACTOR NAME)**, subsequently referred to as the "Contractor". Contractor agrees to the terms and conditions set forth in this Agreement, including the following Exhibits:

- Exhibit A** Applicable Definitions
- Exhibit B** Scope of Work
- Exhibit C** Labor Standards and Prevailing Wage Rates
- Exhibit D** Weatherization Unit Price List

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins **(DATE)** and ends **(DATE)**. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Contractor during the period specified in this Agreement. Notification of intent to contract for additional periods with the Contractor will occur prior to the expiration of this Agreement.

2. CONSIDERATION

The County agrees to pay the Contractor for services outlined in Exhibit B, Scope Of Work, supported by costs as stated in Pierce County Purchasing bid numbers 969 and 970. The maximum consideration for this Agreement shall not exceed **\$650,000.00**. Payment for the work will be authorized by the Program Supervisor and be made to the Contractor within 45 days of an acceptable final inspection by County Staff. Payment by the County is subject to receipt of funds from the Federal, State and Local Agencies that support Weatherization Programs. If the County cannot make payments to the contractor due to non-payment from the Funding Agencies the failure to pay from the County shall not constitute a breach of contract.

3. AMENDMENTS

- A. All Amendments to this Agreement shall be in writing and approved by the County.
- B. No Amendments to this Agreement shall be implemented without prior written approval by the County.

- C. Changes to the general scope of the services to be performed under this Agreement or to any other provisions of this Agreement shall be made by written Amendment.

4. INSURANCE

- A. The Contractor shall obtain, maintain continuously for the term of any contract incorporating this Agreement, and bear the expense of Commercial General Liability Insurance with endorsements and other insurance, which may include Professional Liability, to indemnify for the activities and services of this Agreement. Minimum limit of coverage shall be \$1,000,000 each occurrence or combined single limit coverage of \$2,000,000 for Commercial General Liability with not greater than \$1,000.00 deductible. Professional Liability Insurance shall include errors and omissions providing \$1,000,000 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement. and \$500,000 in Pollution Occurrence Insurance.
- B. Commercial General Liability and Pollution Occurrence Insurance shall name Pierce County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or canceled without forty-five (45) days written prior notice to the County.

5. DEFEND, HOLD HARMLESS AND INDEMNIFY

- A. The Contractor and its officers, agents, employees, subcontractors and/or consultants, agree to defend, indemnify and save harmless Pierce County and the State of Washington's Department of Commerce and all other departments and agencies of the State, and their appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County or the State of Washington, and their elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County or the State of Washington, or their appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or the State of Washington, or their appointed or elected officials or employees. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County, the State, or their agents, agencies, employees and officers, except as provided below.
- B. The Contractor agrees that the obligation to indemnify, defend and hold the County and the State harmless as provided above extends to any claim brought on behalf of any employee of the Contractor and its subcontractors or consultants. The Contractor specifically and expressly waives any immunity under Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated and agreed to by the parties herein.
- C. The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith:

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the

County or the County's agents or employees, and the Contractor or its officers, agents, or employees, the indemnity provisions provided for in this Agreement shall be valid and enforceable only to the extent of the Contractor's negligence.

- D. The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

- E. In addition to any other remedy authorized by law, the County may retain so much of the money otherwise due the Contractor as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims under subject to the provisions of this section.

6. NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES

- A. During the performance of this Agreement, the Contractor shall comply with federal, state, and local laws including, but not limited to:
- Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
 - Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - Any relevant Executive Order (E.O.) issued by the President of the United States,
 - The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the County's Non-discrimination Plan are incorporated by reference to this Agreement and include, but are not limited to paragraphs listed below.
- C. The Contractor shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation,

association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Contractor may state that the Contractor is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
 2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
 3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor
 4. Deny any individual an opportunity to participate in any service provided by this Agreement, or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- F. As required by Title III of the ADA regarding places of public accommodation, the Contractor will ensure equal opportunity for individuals with disabilities to receive services. The Contractor will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

7. DRUG-FREE WORKPLACE

The Contractor shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

8. PAYMENT OF TAXES

As a condition of performance of this Agreement, the Contractor shall pay all federal, state, and local

taxes incurred by the Contractor and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the County under this Agreement.

9. RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY

The Contractor, its employees, agents, consultants or subcontractors performing work under this Agreement are independent contractors and are not employees or agents of the County in any manner whatsoever. The Contractor, its employees, agents, consultants or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

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

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the County. If any provision of this Agreement or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal, state and local laws and regulations.

10. DEBARMENT OF CONTRACTORS

The Contractor shall assure that, its officers, agents, subcontractors and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Contractor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

11. RECORDS AND REPORTS

- A. The Contractor must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the Contractor must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 - 1. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
 - 2. The Contractor shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect

all direct and indirect costs of any nature expended in performance of this Agreement. Contractors shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.

- B. All records required to be maintained by this Agreement or by state and federal regulations, except for exempt medical and treatment records, are public records and shall be maintained and released, when requested, in accordance with applicable laws.

12. RESOLUTION OF DISPUTES

- A. A Contractor with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the County informally by telephoning the appropriate County representative or by meeting with that individual in person. If the informal dispute resolution process is unsatisfactory and the Contractor elects to register a formal complaint, a Contractor shall submit a detailed written description of the issues which form the basis of the complaint to the appropriate Manager at Community Connections, 3602 Pacific Avenue, Suite 200, Tacoma, WA 98418.
- B. Upon receipt of a formal written complaint, a County Manager or designee will promptly send a written confirmation to the Contractor acknowledging receipt of the complaint. The County Manager or designee shall also promptly contact the Contractor to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The Manager shall issue a written decision regarding the Contractor's formal complaint no later than fifteen (15) working days following completion of the meeting.
- C. If agreement and resolution are not reached and the Contractor elects to pursue the complaint further, the Contractor may, within five (5) working days after receipt of the Manager's written decision, file a written appeal to the Director of Pierce County Community Connections at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days.
- D. The Contractor may appeal an adverse decision of the Director of Pierce County Community Connections to the Pierce County Executive, 930 Tacoma Avenue South, Room 737, Tacoma, Washington, 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Contractor's receipt of the Director's decision. Upon receipt of a formal written appeal, the Pierce County Executive or designee will schedule a meeting with the Contractor within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days.
- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the County required in this section of the Agreement shall be by certified mail with return receipt requested to the Contractor's address of record.

13. **SUSPENSION, TERMINATION, AND CLOSEOUT**

- A. For Convenience – Either the Contractor or the County may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the County and Contractor shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

- B. For Cause – The County may, upon written notice to the Contractor, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Agreement is detrimental to the County's interest, including, without limitation, the occurrence of any one or more of the following:
 - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
 - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or
 - 3. Contractor fails to comply with any of the terms or conditions of this Agreement or when the Contractor fails to substantiate Contractor's compliance with this Agreement when requested to do so by the County; or
 - 4. Contractor uses Agreement funds ineffectively, improperly, or illegally; or
 - 5. Contractor provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
 - 6. Contractor fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner; or
 - 7. Contractor fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
 - 8. Contractor is unable to carry out the terms and conditions of this Agreement in compliance with applicable local, state, or federal law; or
 - 9. The health, welfare, or safety of clients or patients associated with this Agreement is at risk by actions or inaction of the Contractor; or
 - 10. Any illegal act by the Contractor.

- C. The County's forgiveness of the Contractor's nonperformance of any provision of this Agreement in one instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.

- D. If the Contractor receives a notice of termination from the County for either convenience or cause or issues a notice of termination to the County, the Contractor shall:
 - 1. Stop work on the date and to the extent specified;
 - 2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;

3. Assign to the County all of the Contractor's rights, title, and interest under the orders and agreements placed by the Contractor to complete the work now terminated;
 4. Deliver or convey title to:
 - a) Any property produced by the work terminated;
 - b) Any usable personal property in which the County has a secured interest;
 - c) Any usable property carried on the County's inventory; or
 - d) Any real property in which the County, or any entity named by the County, has a secured interest; and
 - e) Send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.
- E. If the County receives a notice of termination from the Contractor, or if the County issues a notice of termination to the Contractor, the County:
1. Will arrange to take delivery of property or the right, title or interest of real property conveyed by the Contractor in conjunction with this Agreement; and
 2. Will make final payment upon receipt of final billings for all authorized services, if the Contractor has provided documentation that the County's interests are fully protected.
- F. The rights and remedies provided to the County and the Contractor in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the County at any time during the term of the Agreement shall not constitute a breach of contract by the County. The Contractor may request a reconsideration of the County's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

14. ENROLLMENT IN E-VERIFY

Contractors with contracts in excess of \$25,000 and with a Contract duration of longer than 120 calendar days that are not specifically exempted under PCC 2.106.022, shall enroll in the Federal E-Verify Program". The requirement extends to every subcontractor meeting the same criteria. The Contractor must provide certification of enrollment in the Federal E-verify program to the County before execution of this Agreement. The Contractor will remain enrolled in the program for the duration of this Agreement. The Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Contractor or any Subcontractor and the Department of Homeland Security upon request at any time during the term of this Agreement. Failure to provide this document may result in termination of this Agreement.

15. FUTURE NON-ALLOCATION OF FUNDS

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

16. SURVIVABILITY

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Client Confidentiality/Disclosure of Information, Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

17. LICENSING AND ACCREDITATION STANDARDS

The Contractor agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

18. TREATMENT OF CONTRACTOR ASSETS

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the County shall remain with the County.
- B. Title of all non-expendable personal property purchased by the Contractor, the cost of which the Contractor is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Contractor.
- C. Non-expendable personal property purchased by the Contractor under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.
- D. Any non-expendable personal property furnished to, or purchased by, the Contractor, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.
- E. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, the Contractor agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.
- F. The Contractor will furnish to the County by the fifteenth (15th) day of October (unless otherwise stated), an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all non-expendable personal property (including small and attractive items) purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.
- G. The Contractor shall be responsible for any loss or damage to property of the County (including all expenses resulting from such loss or damage) which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer the property in accordance with sound management practices. Furthermore, the Contractor shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Contractor or the condition in which the property was when acquired by the Contractor through purchase, except that in all cases, reasonable wear and tear shall be allowed.

- H. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, the Contractor shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Contractor shall take all reasonable steps to protect that property from further damage.
- I. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Contractor and the County, the Contractor shall surrender to the County all property of the County.
- J. The County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- K. Non-expendable personal property acquired by the Contractor, the cost of which is reimbursed by the County or the Contractor with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Contractor shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- L. The Contractor will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

19. LOBBYING CERTIFICATION

The Contractor certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the Contractor, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.
- B. If federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the Contractor shall complete and submit to the County, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the County on request.
- C. The Contractor shall require that the language of this certification be included in all agreements issued to their subcontractors, and that all recipients certify and disclose accordingly.
- D. For federally funded Agreements, this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Exhibit A

Applicable Definitions

1. DEFINITIONS

Many terms used throughout this Agreement are defined in Title 388 Washington Administrative Code (WAC), as subsequently amended, and have the meanings indicated in that title. Additionally, the following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Budget, Accounting, and Reporting System for Counties and Cities and Other Local Governments" will be referred to as BARS.

"Business Entity" means any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the County. The term business entity shall include, but not be limited to partnerships, corporations, contractors, and subcontractors doing business with the County.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"Contract" shall mean the Basic Agreement, any Scope of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Contractor", for purposes of PCC 2.106.022 and 2.106.025 means a person, employer or business entity that enters into a contract or an agreement with the County to perform any service or work, or to provide a certain product in exchange for valuable consideration. For purposes of PCC 2.106.022 and 2.106.025, the term contractor shall **not** include government agencies; legal, architectural and engineering service providers; those whose contracts would be exempt from competitive bidding under PCC 2.106.060 B; those whose contracts issue under PCC 2.106.070, those whose supplies and services are purchased under PCC 2.106.410; regulated providers of insurance, bonding, banking, or investment services; or public utilities.

"Cost Reimbursement" shall mean that payment to the Contractor is based upon the actual reimbursable costs incurred under this Agreement.

"Cost Related" shall mean a cost analyzed payment structure. Contractual payments for cost related awards shall be made on an interim monthly basis. The monthly payment amounts are determined by the following calculation: Total Amount of Allocation / Total Number of Months in the Contract Period. Pierce County expects the contractor to incur costs throughout the contract period to at least equal the allocation. At the end of each quarter, if actual expenditures made by the contractor are significantly less than the monthly payments they received, the County may identify this as an overpayment and request recovery of the excess funds. The final payment under a cost related award must be reconciled to actual expenditures.

"Earned Income" shall mean any gross income earned by the Contractor or a Subcontractor from contract

supported activities. Revenue received from DSHS, either directly or through the County, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.

"E-Verify" shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IVY s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

"Financial Statement" shall mean a combined report, or separate reports, of financial information prepared by the Contractor's accountant that identifies the Contractor's financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Contractor's calendar or fiscal year.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

"PCC" means Pierce County Code.

"Personal Information" means any information identifiable to any person, including, but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities addresses, telephone numbers social security numbers, driver license numbers, background check results, other identifying numbers, and any financial identifiers.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Contractor's actual or anticipated costs.

"RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state county or local entity which has the ability to enforce laws regulations or requirements upon the Contractor.

"Small and Attractive Items" means those items with a value of \$300 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of:

- A. supplies; or
- B. support services that do not directly affect the funded services.

The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Contractor or Subcontractor documents in writing some different period that the County agrees to in writing.

"Unauthorized Alien" means a person who is unauthorized to be lawfully employed in the United States, pursuant to 8 U.S.C. § 1324a(h)(3). The County shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the County has verified with the federal government, pursuant to 8 U.S.C. § 1373(c), that the person is an unauthorized alien.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

- provides the goods and services within normal business operations;
- provides similar goods or services to many different purchasers;
- operates in a competitive environment;
- provides goods or services that are ancillary to the operation of the federal program;
- is not subject to compliance requirements of the federal program; and
- the scope of work to be performed is defined by the awarding agency (the awarding agency identifies what it is "buying").

"WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Washington State Department of Social and Health Services" shall be referred to as DSHS.

"Work Order" is a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

Exhibit B

Scope of Work

1. GOALS

The overall goals of the Pierce County Low-Income Weatherization Assistance Program are to reduce energy consumption due to structural heat loss by installing weatherization measures and related repairs (“measures”) that improve the thermal efficiency in the homes of low-income residents residing in Pierce County and to provide educational services to the household members which allows them the opportunity to better understand and control their energy use.

2. AUTHORIZED WORK

The Contractor agrees to perform those service and activities (“work”) identified and set forth in Pierce County Bid Numbers 969 and 970. All work will be authorized through a Notice to Proceed form issued to the Contractor by the County. A Notice to Proceed form will be issued for each job individually with unit costs identified and accepted in Pierce County Bid Numbers 969 and 970. The Contractor has 45 days from the date of issuance of the Notice to Proceed to complete the work. All work will be inspected by County Staff prior to payment to the Contractor by the County. Unauthorized work is not subject to payment to the Contractor by the County.

3. SPECIFICATIONS

All work shall be performed in accordance with applicable building codes and Department of Commerce program specifications, including all amendments and agency interpretations, procedures, and guidelines and any subsequent revisions thereto. Applicable program specifications include, but are not limited to Department of Commerce weatherization specifications.

4. CONTRACTOR’S RESPONSIBILITY FOR WORK

- A. All work and material for the Agreement, including any change order work, shall be at the sole risk of the Contractor until the entire improvement has been completed as determined by the County, except as provided in this section.
- B. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary work occurring before final acceptance and shall bear all the expense to do so, except damage to the permanent work caused by: (a) acts of God, such as earthquake, floods, or other cataclysmic phenomenon of nature, or (b) acts of public enemy or of governmental authorities; Provided, however, that these exceptions shall not apply should damages result from the Contractor’s failure to take reasonable precautions or to exercise sound engineering and construction practices in conducting the work.
- C. The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the County. The County may elect to accomplish repair by County forces or other means.
- D. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the work. The Contractor shall be solely responsible for all methods, techniques, safety precautions, and procedures and for specifications and/or procedures as set forth in this Agreement.

- E. If the Contractor performs any work contrary to such laws, specifications, ordinances, rules, regulations, and procedures, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.
- F. If during the course of this Agreement the work provided does not comply with the laws, specifications, ordinances, rules, regulations, and procedures, the Contractor shall take such corrective action as the County may require. Failure to make the necessary corrections shall be a material breach of this Agreement and cause for termination.

5. SATISFACTORY WORK PERFORMANCE

The Contractor shall maintain a satisfactory level of work performance. Performance shall be determined by maintaining a passage rate of at least 90 percent on job inspections, completing work within 30 calendar days of receiving the Notice to Proceed, completing repairs and remedials within 10 working days of notification, establishing and maintaining positive customer relations, and responding in a timely satisfactory manner to customer complaints.

6. PROTECTION OF PROPERTY

The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the Agreement so specifies.

Property includes land, utilities, trees, landscaping, improvements legally on County property, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs and property of all description whether shown on the plans or not. If the Contractor (or agent/employees of the Contractor or of subcontractors or suppliers) damages, destroys, or interferes with the use of such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Director may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

7. ACCEPTANCE OF WORK

The Contractor has the right to refuse work only when the Contractor does not have the capacity to complete the work within the required 30 calendar days or when the work cannot be satisfactorily completed due to health or safety concerns. The Contractor must notify the County in writing when work is refused. The County reserves the right to reissue refused work to another Contractor.

8. INSPECTIONS

The Director or designated employee(s) will conduct inspections to determine compliance with all specifications, policies and procedures. The Contractor may be required to attend all inspections. The Director will be the final interpreter of the requirements from specifications and program related documents.

9. WARRANTY

The Contractor shall warranty all work performed for a period of one year following the acceptance of the work by the County. The property owner shall certify in writing that the work has been completed and the property has been returned to a satisfactory condition.

10. PERMITS AND FEES

The Contractor shall secure and pay for all permits, fees, licenses necessary for the proper execution and completion of the work which are customarily secured after execution of the Agreement and which are legally required. Copies of permits shall be forwarded to the County with billing.

11. PRICING

Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Pierce County Department of Community Connections 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by Pierce County Department of Community Connections. The County shall have the option of accepting the price change or canceling the balance of the contract. Price adjustments for any reason cannot be made prior to July 3, 2013.

12. TAXES

The Contractor agrees to pay all taxes, including sales taxes and assessments, due the State of Washington, or any subdivision thereof.

13. SUBCONTRACTING

The Contractor shall not subcontract work or services provided under this Agreement without obtaining the prior written authorization of the County. At the County's request, the Contractor will forward to the County copies of subcontracts and fiscal, programmatic, and other material pertaining to subcontracts.

14. NONSEGREGATED FACILITIES

Certification

By signing this Agreement, the Contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this Agreement at any of contractor's establishments.

The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Contractor agrees that a breach of this certification is a violation of the Non Discrimination clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

15. USE OF MINORITY AND WOMEN – OWNED BUSINESSES

The Contractor shall provide the maximum practicable opportunity to minority and women – owned businesses that are certified by the State Office of Minority and Women’s Business Enterprises to participate in the performance of this Agreement.

16. GRATUITIES

The Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the County; nor will the Contractor rent or purchase any equipment, materials or services from any employee or officer of the County.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor promises that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the County may at its discretion:

- A. Annul the Agreement without any liability; or
- B. Deduct from the Agreement price or consideration or otherwise recover the full amount of any such contingent fee.

18. NONWAIVER OF COUNTY RIGHTS

The County’s failure to insist upon the strict performance of any provision of this Agreement, to exercise any right based upon a breach thereof, or the acceptance of any defective performance, shall not constitute a waiver of any rights under this Agreement, unless stated to be such in writing by an authorized representative of the County and attached to the original Agreement.

19. PERFORMANCE STANDARDS AND LICENSING

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure quality of services necessary for the performance of this Agreement.

20. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Contractor shall comply with all applicable laws, rules, ordinances, codes and regulations of local, state, and federal governments, as now or hereafter enacted or amended.

21. SAFEGUARDING CLIENT INFORMATION

- A. The use or disclosure by any person of any identifying information concerning an applicant or recipient for any purpose not directly connected with the administration of the County’s or the Contractor’s responsibilities with respect to services provided under this Agreement is prohibited, except as permitted by law and on informed written consent of the applicant or recipient, his or her attorney or responsible parent or guardian; Provided that the County and the Contractor may disclose information to each other for purposes directly connected with the administration of their programs. This includes, but is not limited to: determining eligibility; providing services and/or benefits and participating in an audit.

Exhibit C

Labor Standards Requirements and Prevailing Wage Rates

(Prevailing Wage Applicable)

1. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

This section specifies the Minimum Prevailing Wage Requirements and other Labor Standards Requirements which are applicable to this Agreement. Prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 are applicable to this project. A copy of those rates is incorporated at the conclusion of this Agreement.

- A. All laborers and mechanics employed or working upon the site will be paid those rates and benefits unconditionally, not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as permitted by law or authorized by the employee. In addition, certain crafts where work is normally performed within a firm's shop (for example, custom cabinets, sheet metal fabrication) require the payment of prevailing wage rates established by the State Department of Labor and Industries.
- B. Provisions of State Labor Standards Law (RCW 39.12) state in part that:

"The hourly wages to be paid laborers, workman or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wages for an hour's work in the same trade or occupation in the locality within the state where such labor is performed..."
- C. The contractor and each subcontractor shall, on or before the date of commencement of work, file an Intent To Pay Prevailing Wage form with Pierce County, under oath and approved by the Washington State Department of Labor and Industries, certifying each classification of laborers, workmen or mechanics employed upon the public work by the contractor or subcontractor and the rate of hourly wages and benefits paid, which shall not be less than the applicable State prevailing wage rates.
- D. Such statement and any subsequent statements (including the Affidavit of Wages Paid form) shall be filed in accordance with the practices and procedures required by the State Department of Labor and Industries. The contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the State Department of Labor and Industries.

NOTE: Until an approved copy of the Intent To Pay Prevailing Wage form is provided to the County for each project contractor, the County is prohibited by law from releasing any payment to the contractor for the work performed under this Agreement.

2. UNDERPAYMENTS OF WAGES OR BENEFITS

Wage restitution will be promptly made for underpayment of State prevailing wages and/or benefits by the contractor, or any subcontractor, to such laborers or mechanics when directed to do so by Pierce County or by the State of Washington Department of Labor & Industries.

Where the contractor or subcontractor fails to make prompt restitution when directed to do so by the

County, in addition to such other rights as may be afforded it under this Agreement, may withhold from the contractor, out of any payments due them, so much of that payment as Pierce County may consider necessary to pay those laborers or mechanics the full amount of the prevailing wages and/or benefits required by this Agreement. The amount so withheld may be disbursed by Pierce County, for and on account of the contractor or the subcontractor, directly to the respective laborer(s) or mechanic(s) to whom the same is due, and the County may pay on their behalf an amount equal to such underpaid fringe benefits to approved benefit plans, funds, programs or trusts.

3. FRINGE BENEFITS

- A. Under Washington State law and regulations, fringe benefits owed to laborers and mechanics may be paid in a variety of ways. Benefits may be paid directly to laborers and mechanics as an addition to their hourly wage. They may also be paid to any union to which the laborer or mechanic belongs if authorized by a collective bargaining agreement to that effect. They may also be paid to a trustee or other third person, if a plan or program specifying such payments is pre-approved by Pierce County, and the affected employee(s) voluntarily agree to participate in the plan. Or, finally, benefits may be paid as some combination of the above.
- B. In the case of any benefit program, Pierce County requires the submittal of records showing employees involved in the plan, dollar and cent amounts paid to the program(s) for each employee, billings from the benefit program companies and payment records to those companies by the contractor.

4. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

Pierce County requires, whenever the minimum wage rates prescribed in the public works contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate, and whenever the contractor is obligated to pay the cash equivalent of such a fringe benefit, that an hourly cash equivalent be established for that class of laborer or mechanic, and be listed on the approved Statement of Intent to Pay Prevailing Wages form, approved by the State of Washington Department of Labor & Industries.

5. OVERTIME COMPENSATION

- A. Laborers or mechanics (including watchmen or guards) employed under this Agreement shall be compensated for any overtime earned for work in excess of 8 hours in any calendar day or 40 hours in any calendar week at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar week, as the case may be.
- B. Overtime need not be paid when a laborer or mechanic works more than 8 hours in a calendar day where the employee's union or the employee him/herself has expressly authorized the contractor or subcontractor to work a 10 hour day, 4 day week. In that event, no work is to be performed beyond 10 hours in any calendar day and any work in excess of the 40 hour week shall be considered overtime to be paid as noted above.
- C. For any underpayment or failure to pay overtime compensation owed in accordance with the above, the contractor or subcontractor responsible for such underpayment or failure to pay overtime compensation shall be liable to any affected employee for his/her unpaid overtime. In the event that contractor or subcontractor fails to make prompt restitution to the affected laborer or mechanic when so directed by the County, Pierce County may, in addition to such other rights as may be afforded it under the Agreement, withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, such

sums as Pierce County may consider necessary to pay the overtime due such laborers and mechanics. The amount so withheld may be disbursed by Pierce County, for and on account of the contractor or subcontractor, directly to the respective laborers and mechanics.

6. EMPLOYMENT OF APPRENTICES/TRAINEES

- A. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship or training program registered with the State Labor and Industries apprenticeship agency. Individuals employed in the first 90 days of probationary employment as an apprentice or trainee in such an apprenticeship and training program, who are not individually registered in the program, but who have been certified by the State apprenticeship agency to be eligible for probationary employment as an apprentice or trainee may also be permitted to work at less than the prevailing wage rate. The allowable ratio of apprentices or trainees to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his/her entire work force under the registered program.
- B. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or trainee or is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.
- C. The contractor or subcontractor will be required to furnish to Pierce County Community Connections Department written evidence of the registration of the apprenticeship or training program. Wage rates and the appropriate ratios (expressed in percentages of the journeyman hourly rates) for the apprentices and trainees for the area of construction shall be submitted prior to utilizing any apprentices or trainees on the public work. The wage rate paid apprentices and trainees shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

7. PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

- A. The contractor and each subcontractor shall keep accurate payroll records, showing the name, address, final four digits of the Social Security number, work classification, straight time and overtime hours worked each day and week for this project **only**, and the actual rate of wages and fringe benefits paid, for each laborer, worker and mechanic employed by that contractor for work done under this Agreement.
- B. Routine, weekly submittal of certified payrolls may be required by this Agreement. Upon Request, the contractor and each subcontractor shall submit certified payrolls weekly to Pierce County Community Connections.
- C. Where an employer has established a voluntary benefit program, the contractor or subcontractor shall maintain records which show that the commitment to provide benefits is enforceable, that the plan or laborers or mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. Pierce County Community Connections representatives shall be permitted to interview employees of the contractor or any subcontractor during working hours on the job at any time during the course of the Agreement. Each contractor and each subcontractor shall make its employment and benefit records available for inspection by Pierce County Community Connections representatives during the course of this Agreement and preserved for a period of (3) three years thereafter.

8. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

Owners-operators, partners, single proprietors and/or officers of firms providing labor on public works contracts, must keep accurate records of the time they work in the same manner as for any other employee. If the work accomplished by these individuals is principally supervisory, hourly wages and total wages paid such owner-operators need not be recorded.

9. APPLICABILITY OF PREVAILING WAGES FOR SUPERVISORS (WAC 296-127-015)

Determinations as to whether individuals are workers, laborers, or mechanics are based on the scope of work actually performed by the individuals, rather than the title of their occupations.

- A. Where additional supervisory duties are required of workers, laborers, or mechanics by statute or regulation, the industrial statistician shall establish a rate of pay for a work classification to be called "journey level in charge." These rates shall be published in the semiannual prevailing wage publication.
- B. Supervisors (e.g., foremen, general foremen, superintendents, etc.) are entitled to receive at least the journey level prevailing rate of wage for performing manual or physical labor:
 - 1. For each hour spent in the performance of manual or physical labor if it is for more than twenty percent but less than fifty percent of their hours worked on a public works project during any given week.
 - 2. For all hours worked in any given week if they perform manual or physical labor for fifty percent or more of their hours worked on a public works project during such week.
- C. If supervisors subject to the journey level prevailing wage rate are paid a salary, the compensation (salary divided by number of hours worked) must be equal to or greater than the prevailing wage rate for the type of work performed.

10. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the work site by the employees of the contractor or of any subcontractor, and the manufacturing or finishing of materials, articles, supplies, or equipment on the work site to which this agreement pertains by persons employed by the contractor or by any subcontractor, shall, for the purposes of this agreement, and without limiting the generality of the foregoing provisions of this public works contract, be deemed to be work to which these Labor Standards Provisions are applicable.

11. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen (16) years and no person who, at the time of his/her employment, is serving sentence in a penal or correctional institution shall be employed on the public work covered by this Agreement.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this public works contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor employed under this Agreement because such employee has filed any complaint, or instituted or caused to be instituted any proceeding, or has testified or is about to

testify in any proceeding under or relating to the labor standards applicable under this Agreement.

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed under this Agreement shall be promptly reported by the contractor in writing to Pierce County.

13. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

- A. The approved Statement of Intent to Pay Prevailing Wage forms for the contractor and each subcontractor employed under this Agreement are to be visibly posted where all employees have ready and free access to inspect their contents. This job site location will be checked by the Pierce County field monitor.
- B. **The following posters must be visibly posted** where all employees have ready and free access to inspect their contents:
- **SAFETY & HEALTH PROTECTION ON THE JOB - WISHA F416-081-000**
 - **INDUSTRIAL INSURANCE POSTER - F242-191-000**
 - **YOUR RIGHTS AS A WORKER - F700-053-000**
 - **FAMILY CARE AND MATERNITY - F700-025-000**
 - **APPROVED STATEMENT OF INTENT TO PAY PREVAILING WAGES**
 - **COPY OF WAGE RATES FROM CONTRACT DOCUMENTS**

14. PAY REQUESTS

No payment request will be approved until an approved copy of the Statement of Intent to Pay Prevailing Wages has been received by the Department of Community Connections for the contractor and each subcontractor performing work under this Agreement. Furthermore, all payment requests must be accompanied by a statement from the contractor certifying that the prevailing wages for all work performed under this contract have been paid in accordance with the pre-filed Statement(s) of Intent To Pay Prevailing Wages on file with Pierce County Community Connections.

15. BREACH OF LABOR STANDARDS PROVISIONS

In addition to any other causes for termination, Pierce County reserves the right to terminate this Agreement if the contractor or any subcontractor breaches any of these Labor Standards Provisions.

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date:

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note
Pierce	Heat & Frost Insulators And Asbestos Workers	Journeyman		<u>5J</u>	<u>1S</u>	
Pierce	Heating Equipment Mechanics	Journey Level		<u>7F</u>	<u>1E</u>	
Pierce	Residential Carpenters	Journey Level		<u>5D</u>	<u>1M</u>	
Pierce	Residential Drywall Applicators	Journey Level		<u>5D</u>	<u>1M</u>	
Pierce	Residential Drywall Tapers	Journey Level		<u>5P</u>	<u>1E</u>	
Pierce	Residential Electricians	JOURNEY LEVEL			<u>1</u>	
Pierce	Residential Glaziers	Journey Level		<u>7L</u>	<u>1H</u>	
Pierce	Residential Insulation Applicators	Journey Level			<u>1</u>	
Pierce	Residential Laborers	Journey Level			<u>1</u>	
Pierce	Residential Painters	Journey Level			<u>1</u>	
Pierce	Residential Plumbers & Pipefitters	Journey Level		<u>5A</u>	<u>1G</u>	
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level		<u>5A</u>	<u>1G</u>	
Pierce	Residential Sheet Metal Workers	Journey Level (Field or Shop)		<u>7F</u>	<u>1R</u>	
Pierce	Roofers	Journey Level		<u>5A</u>	<u>2O</u>	
Pierce	Roofers	Using Irritable Bituminous Materials		<u>5A</u>	<u>2O</u>	

Exhibit D
Weatherization Measure Unit Price List

PIERCE COUNTY AGREEMENT SIGNATURE PAGE

Agreement No. _____

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) indicated below:

CONTRACTOR:

PIERCE COUNTY:

<p>_____</p> <p>Contractor Signature Date</p> <p>Signer's Name/Title:</p> <p>_____</p> <p>Company Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>Mailing Address:</p> <p><u>(SAME)</u></p> <p>_____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>UBI No.: _____</p> <p>Federal Tax ID: _____</p> <p>Or Social Security No: _____</p> <p>Federal Filing Status:</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor</p>	<p><i>Reviewed By:</i></p> <p>_____</p> <p>Deputy Prosecuting Attorney (<i>as to form only</i>) Date</p> <p><i>Approved By:</i></p> <p>_____</p> <p>Helen P. Howell Date</p> <p>Director, Community Connections</p> <p>_____</p> <p>County Executive Signature Date</p> <p style="text-align: center;"><i>(\$250,000 or more)</i></p>
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-IMPORTANT-

PREVAILING WAGE RATE INFORMATION

The Washington State Department of Labor & Industries (L & I) has directed that Pierce County may provide current Prevailing Wage Rates for this project in the following format:

1. Please access the L & I website at:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
2. Select the Prevailing Wages and Benefit Plan information for the project bid date.
3. Select the County where the work will be performed. If you are working in a County other than Pierce County, use the wages for the County you are physically working in for this project.
4. A copy of the applicable Prevailing Wages for this contract are available in the Pierce County Contract Compliance Office. Please call (253) 798-7250 for this information. A hard copy of these wages will be provided upon request.

The attached reference to the Washington State Prevailing Wage Rates for Pierce County, effective on the contract bid date is for informational purposes only. Actual rates and benefits to be paid employees on this project are those specifically approved by the State of Washington, Department of Labor & Industries, on the "Statement of Intent to Pay Prevailing Wages" form for each contractor and subcontractor.

WAC 296-127-011 TIME FOR DETERMINING PREVAILING WAGE

- (1) Prevailing wage rates for all public works contracts will be determined by the Industrial Statistician and published on the first business day of February and the first business day of August of each year. These rates shall become effective thirty days after the date of publication. However, the Industrial Statistician may revise an established prevailing wage rate in response to an administrative or judicial finding overturning the established rate, or at any time necessary to correct an error, with such revision becoming effective thirty days after the date of publication. However, in the event of an emergency as determined by the director of the department, such revised rate shall take effect upon publications.

- (3) The applicable prevailing wage rates for a given public works contract will be determined as follows:
 - (a) For all public works contracts, except maintenance, service and building service maintenance contracts, the applicable prevailing wage rates shall be the rates that are in effect on the date when bids by prime contractors are due for submission to contract awarding agencies. These rates shall remain in effect for the duration of the contract.

- (5) A schedule of the applicable prevailing wage rates must be included by:
 - (b) Contractors, in the bid and/or contract documents provided to subcontractors.

WAC 296-127-018 MATERIAL SUPPLIERS

Workers entitled to receive prevailing wages for delivery of wet concrete should be paid the Transit Mix rate found under the Material Supplier trade listing. Workers entitled to receive the prevailing wage for delivery of aggregates such as gravel, dirt, rock and sand, should receive a wage found under the trade listing for Truck Drivers. The actual wage will depend upon the rated capacity of the truck used. For those cases where a production facility is set up for the specific purpose of supplying materials to a public works construction site, prevailing wage rates for operators of equipment such as crushers and batch plants can be found under the trade listing for Power Equipment Operators.

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard." These criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc.? If yes, the work is covered under RCW 39.12.

Contact WSDOT for a copy of the Predetermined List of "Standard" or "Non-standard" items. Any firm with questions regarding the policy, or for determinations of covered and non-covered workers, shall be directed to State L&I at (360) 902-5334.

Supplemental to Wage Rates