# **SMALL WORKS INVITATION TO BID**



BID NUMBER: SW-22-010DW

### **SMALL WORKS BID TITLE:**

# **Weatherization Assistance Program**

Questions Due: February 23, 2022; Not later than 11:00 a.m., Pacific Local Time

Bid Due Date: March 3, 2022; Not later than 11:00 a.m., Pacific Local Time

Pre-Bid Meeting: A pre-bid meeting is not scheduled for this bid

# Three (3) options to submit a bid:

1. Email: purchasing@snoco.org

2. Mail to: Snohomish County Purchasing Division 3000 Rockefeller Avenue, M/S 507 Everett, WA 98201

3. Drop Off: Snohomish County Purchasing Division 3000 Rockefeller Avenue Robert J Drewel Admin East Building Purchasing Division-6<sup>th</sup> Floor Proper Bid Submittal Identification
If emailing a bid, please list the
bid number in subject line of email.

If mailing or dropping off, please seal bid in an envelope and write the bid number and contractor's name on the outside of the envelope.

If you have any questions or clarifications, please submit via email to <u>purchasing@snoco.org</u> by the Question deadline specified above.

# SW-22-010DW

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Scope of Work	Information on the Work	Read	6-9
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Combustion Safety Report	Information on Safety Forms	Read	Exh 1
2022 Weatherization Unit Price Notes	Specific information on items to be priced in Attachment A-1	Read, clarification for pricing items in Attachment A-1	Exh 2
Bid Submittal Packet	Forms that need to be completed to submit a bid	Complete and submit prior to due date	Att A
Weatherization Price Code List	Provide pricing and submit with bid	Complete and submit prior to Due Date	Att A-1
Sample Contract Documents	Sample documents to be completed if bidder is awarded.	Read. If you are awarded the bid, you will receive the same documents to complete.	Att B

# **PROGRAM OVERVIEW**

Thank you for your interest in the County's Weatherization Assistance Program. This is a wonderful program for both our residents and our small contractors.

Small and new contractors may benefit from the unusually low requirements and long lead times:

- Payment bond requirements are very low at \$40,000
- Insurance requirements are very low at \$1,000,000.
- Delivery time for each project is flexible with up to 60 days after preliminary notice to proceed
- Assistance is available for contractors as needed from both the County and the Procurement Contracting Technical Center (PTAC) at the Economic Alliance of Snohomish County

Income-qualified County residents benefit from this program as it provides weatherization services for residential properties. County residents are encouraged to apply for this program to receive free services to weatherize their homes. If you know of a resident that may be interested, please encourage them to apply at: <a href="https://www.snohomishcountywa.gov/600/Weatherization-Program">https://www.snohomishcountywa.gov/600/Weatherization-Program</a>

The Goals of the County's Weatherization Program are to:

- 1. Make cost effective, energy efficiency and related repair improvements to homes occupied by low-income residents to reduce energy bills;
- 2. Increase home health, safety, and durability; and
- 3. Provide educational services to household members and help residents to better understand and control their energy use.

# I. INSTRUCTIONS TO BIDDERS

#### PREPARATION OF BID:

Bid submittals shall be emailed, mailed, or delivered using the enclosed Bid Submittal forms. Please complete all blank spaces for bid prices. Do not make alterations on the form supplied. Bid submittal information is provided on the first page.

# ADDENDA, QUESTIONS, AND ADDITIONAL INFORMATION:

No oral interpretations of the Bid will be made to any Bidder. All questions must be submitted in writing by email to <a href="mailto:purchasing@snoco.org">purchasing@snoco.org</a> or online in Procureware. All answers and clarifications will be sent to all plan holders via addendum (plan holders are potential bidders that have downloaded the bid documents from Procureware). Questions via phone will not be accepted. Bidders shall submit questions no later than the Question deadline defined on the front page of this document.

Addenda issued shall be acknowledged in the Bid Submittal Form. Notifications of addenda posted will be sent out to all bidders that have downloaded this bid from the County's Purchasing Portal. Bidders should check the portal for addenda prior to submitting their bid. Failure of any bidder to receive addenda or interpretation shall not relieve any such bidder from any obligation under the bid as submitted. Portal: <a href="https://snoco.procureware.com">https://snoco.procureware.com</a>

#### LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written in full.

#### **CONDITIONS OF THE WORK:**

Each bidder is responsible for being fully informed of the conditions relating to the project and the employment of labor thereon. Failure to be so informed will not relieve a successful bidder of obligations to furnish all material and labor necessary to carry out the provisions of the contract.

#### **EQUAL OPPORTUNITY EMPLOYER:**

Snohomish County is an Equal Opportunity Employer. Participation by handicapped/disabled, minority, veteran, and women-owned businesses are encouraged.

#### NON-DISCRIMINATION

As a condition of contract award, the successful bidder(s) selected under this competitive solicitation process (the "Contractor") shall be required to comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

### MANDATORY AND SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

To be considered a responsible bidder and qualified to be awarded a County contract for public work, the bidder must:

- At the time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
- Have a current state unified business identifier (UBI) number;
- If applicable, have:
  - industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW.
  - o a state employment security department number as required in Title 50 RCW; and
  - o a state excise tax registration number as required in Title 82 RCW;
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
- Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection, and;
- Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 4.8, or 49.52 RCW.

By submitting its bid, the bidder certifies that it is registered and licensed as required by the laws of the State of Washington.

Requirements for verification of satisfaction of mandatory responsibility criteria for each first-tier subcontractor and for other verifications will be imposed upon the successful bidder in the contract with the County. See RCW 39.06.020, "Verification of subcontractor responsibility criteria."

In addition to the <u>mandatory</u> bidder responsibility criteria above, the bidder must also meet the following relevant <u>supplemental</u> bidder responsibility criteria applicable to the project:

The bidder shall have successfully completed projects of a similar size, scope and type as required by the contract documents for this project. In evaluating whether projects were successfully completed, the County may check references for previous projects and evaluate those assessments of bidder performance, including but not limited to quality control, safety record, timeliness of performance, use of skilled personnel, management of subcontractors, availability of and use of appropriate equipment, compliance with contract documents, and management of submittals process, change orders and close-out.

As evidence that the bidder meets the responsibility criteria described above, bidders shall submit <u>WITH</u> their <u>bid</u> the form entitled STATEMENT OF BIDDER'S QUALIFICATIONS located in the Bid Proposal within this Bid.

A potential bidder may request that the County modify the <u>supplemental</u> bidder responsibility criteria no later than five (5) business days before the bid submittal deadline. The County must evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the County shall publish an addendum to the bidding documents identifying the modified criteria. Requests for changes shall be submitted to <u>purchasing@snoco.org</u>.

If the County determines, in its sole discretion, a bidder to be not responsible, the County will provide, in writing, the reasons for the determination. The bidder may appeal the determination within 24 hours by presenting additional information to the County. The County must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the County may not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

#### **METHOD OF AWARD**

<u>BID AWARD:</u> The County shall evaluate all submittals. All bidders deemed qualified shall be placed on the qualified contractors' list. Up to eight (8) contractors will be awarded contracts from the qualified list based on the lowest bid prices.

<u>PROJECT AWARD:</u> Each individual project shall be awarded by the County through a price analysis of the work identified for individual jobs based upon the contractors' prices submitted through their bid submittal. The qualified contractor with the lowest price for the work specified on each job will be awarded the work.

#### **OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and contract documents (including any addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

# **CONTRACT TERM**

The initial term of this bid shall be two (2) years. Snohomish County reserves the right to extend the term one (1) additional one (1) year term, with the concurrence of the Contractor. Prices shall be firm for the initial first year of the contract. Contractor(s) may request annual price adjustments documented by increased cost of labor or materials. The County may reject price increase requests if they are not sufficiently documented.

# PREVAILING WAGE RATES

The Contractor must comply with the provisions of Chapters 39.16 and 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by the County.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of RCW 39.12, as amended. The rules and regulations of the Department of Labor and Industries and the Schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this contract as though fully set forth herein.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest including labor and management representatives, the matter shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

Contractors shall acquaint themselves with all conditions affecting labor rates and impending negotiations for labor agreements. Contractor shall pay new schedules, when and if required, without additional cost to the County.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, and any supplemental statements which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Prior to commencing work, each Contractor and each and every subcontractor shall file a sworn "Statement of Intent to Pay Prevailing Wages" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Contractor and each subcontractor shall submit to the County a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Contractor for payment on a project shall state: "Prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.040". Each invoice shall list sales tax as a separate line item.

Retainage shall be held by the County in accordance with RCW 60.28.

For projects over \$10,000, Contractors must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that County may be posted and distributed in lieu of the approved Statement of Intent.

The Contractor shall, within ten days after it receives a written request, file a certified copy of the payroll records with the County.

Upon completion of work, each contractor and each and every subcontractor shall file a sworn "Affidavit of Wages Paid" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, the County must receive from the Contractor and each and every subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor & Industries.

Retainage will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Snohomish County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:
  - https://secure.lni.wa.gov/wagelookup/
- B. This project is located in Snohomish County; therefore, the Snohomish County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid document or as revised per addenda.

A copy of the applicable prevailing wage rates is also available for viewing on the County's Purchasing website or on the State's L&I website. Upon request, the County will email a copy of the applicable prevailing wage rates for this project.

# II. SCOPE OF WORK

#### 1. OBJECTIVES

This program provides weatherization and repair services for low-income owners and renters. The services will be performed in homes located throughout Snohomish County.

Services for all homes will include one or more of the following:

- insulating attics, walls, or under-floors
- air-sealing the building shell to reduce air infiltration
- sealing the air handling system (supply and return ducts and boots)
- making minor repairs, such as repairing mobile home skirting or patching a small portion of a roof
- installing windows and doors
- installing bathroom and kitchen fans
- installing whole house ventilation systems or dehumidifiers

In addition to the items listed, Contractors will be required to arrange for specialists, such as plumbers and electricians, to perform specialty tasks. Contractors are expected to provide knob and tube inspections by licensed electricians when appropriate.

In homes where one or more combustion appliances are present, the Contractor will conduct health and safety tests upon the completion of each day's work. In all homes, a County Weatherization inspection will take place before a job is accepted as complete and eligible for payment.

In site-built homes, air infiltration reduction may include the techniques of dense-packing and pressure diagnostics. In addition to shell related air-sealing, contractors will use mastic and other materials to seal supply and return ducts and boots in all homes where forced air heating systems are present and air leakage reductions in the air handling system are possible. All attic cavity and floor insulation work in site-built homes shall include the sealing of all penetrations.

Mobile (manufactured) home weatherization requires the ability to insulate roof cavities by cutting through the exterior shell and sealing the resulting holes per specifications. Roof cavity fills installed through holes drilled from the interior are an exception and are only allowed under a waiver requested and approved in advance by the owner, the occupant, and the Weatherization Program. All attic cavity and floor insulation work in mobile homes shall include the sealing of all penetrations.

#### 2. AUTHORIZED WORK

All Work must be authorized in advance by the County. The County will provide the Contractors with work/purchase orders that detail measures to be installed and individual unit costs. If a local, state, or federal funding agency changes, modifies or establishes new program requirements applicable to Work authorized by the County, such requirements or changes shall be incorporated in this Contract as if set forth herein

#### 3. SATISFACTORY WORK PERFORMANCE

The Contractor shall maintain a satisfactory level of Work performance which shall be determined by:

- A. Maintaining a 100% passage rate in at least 90% of completed work;
- B. Reviewing preliminary notices;
- C. Complete Work within 60 calendar days of receiving the Preliminary Notice to Proceed;
- D. Completing remedial Work within ten (10) working days of notification;
- E. Completing additional Work within fifteen (15) working days of notification;
- F. Establishing and maintaining positive customer relations; and
- G. Responding in a timely and satisfactory manner to customer complaints.

On a regular and on-going basis, the County shall review contractors' performance in meeting customer service, safety, and work completion goals. Performance that is less than satisfactory may result in fewer jobs being issued to a contractor and/or a contractor being placed on probation. Continued unsatisfactory performance during any probationary period may lead to the cancellation of a contract.

# 4. ASSIGNMENT OF WORK

- A. All Work shall be assigned to the Contractor based upon the Weatherization Unit Prices provided by the bidder in Attachment A-1, provided the Contract has maintained a satisfactory Work performance.
- B. If during the course of this agreement, production goals require the assignment of specific completion date(s) to Work, the County shall reserve the right to assign Work to the Contractor based upon the ability of the Contractor to meet the specific completion date(s).
- C. The Contractor has the right to decline Work only when the Contractor does not have the capacity to complete the Work within the required sixty (60) calendar days or when the Work cannot be satisfactorily completed due to health or safety concerns. The Contractor must notify the County by email or letter within ten (10) days when Work is declined.

#### 5. INSPECTIONS

Weatherization staff will conduct inspections to determine compliance with all specifications, policies and procedures. The Contractor may be required to attend inspections. Weatherization staff will be the final interpreter of the requirements from specifications and program related documents.

#### 6. WARRANTY

The Contractor shall warranty all Work performed for a period of one (1) year from the date of completion of installation. The warranty shall be delivered in writing to the property owner. The property owner shall certify in writing that the Work has been completed, all Work performed has been explained, and the property has been returned to a satisfactory condition.

#### 7. SAFETY DATA SHEETS & LSW CERTIFICATION

Contractors shall maintain Safety Data Sheets (SDS) for all products used in the performance of the work in their office(s) and on all job sites. A copy of all the SDS forms shall be provided to the County in the form of a notebook or booklet at the time a contract is awarded. Contractors shall update their SDS books whenever the contractor adds a new product or there is a change in a current product.

To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Weatherization on homes built prior to 1978, unless it has been determined by a certified risk assessor that there is no lead present. All staff that work on homes for the County must be certified in Lead Safe Weatherization (LSW). Staff new to the County program must be LSW certified within 6 months. Contractors need to be aware of and follow requirements of EPA and OSHA when working with homes built prior to 1978. Guidance can be found at: Recent guidance can be found at:

FAQs – Lead Safe Weatherization – NASCSP

#### 8. STANDARDS

Materials shall be installed in accordance with the following specifications and policies:

All materials used in the weatherization program must meet the specifications of the current Department of Commerce Weatherization Manual (see link below). All prices should be with consideration for use of recycled materials, as available.

Contractors must be able to provide all measures - labor and materials - specified in the Bid Proposal Form in accordance with all applicable Federal, State, County and local standards and specifications.

All prices are for weatherization measures installed according to industry standards and include material, labor and overhead, permits, job site cleanup, and all other costs, excluding sales tax. All of the work anticipated to be funded through the program is determined to be public work. Contractor's labor rates must be at levels required to meet prevailing wages. Prices should reflect all costs associated with the contractor's delivery and administration of the weatherization program. All prices should be rounded to the nearest whole cent.

All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for blown insulation materials shall be for materials that meet federal recycled materials specifications.

The prices submitted should be set at a rate which allows the contractor to install all measures to meet Federal, State, County and local standards and specifications regardless of the techniques or methods used, or how those standards and/or specifications may change within the contract period.

A warranty must be provided on materials and labor for a period of one (one) year from the date of the County's acceptance of the work (the work has passed inspection).

All weatherization measures not specified on the Bid Proposal Form will be negotiated with the contractor on a job-by-job basis or prices will be requested through a supplemental proposal. The County reserves the right to delete any such measure if the price is deemed to be inappropriate.

A series of notes that provide additional information about individual measures or groupings of measures is attached as **Exhibit C Notes to Weatherization Unit Prices**.

#### 9. COMMUNICATION

It is critical to the timely and successful completion of this project that clear and concise communication between the Contractor(s) and County prevails throughout the project. The Contractor's representative in charge of completing the work shall be able to effectively communicate in the English language, and proficient at reading, understanding, and interpreting drawings, plans, specifications, blueprints, etc.

### 10. REFERENCES/TRAINING

An excellent discussion of requisite contractor skills and equipment is available at <a href="http://www.waptac.org/training-tools/core-competencies.aspx">http://www.waptac.org/training-tools/core-competencies.aspx</a>

Customer service is a priority of the program. Contractors are expected to maintain positive customer relationships at all times. All contractors must ensure that the contractor's employees, subcontractors, and subcontractor's employees shall treat each customer with dignity and respect. Recognizing that customers may not be knowledgeable about weatherization and repair work, the contractor will be asked to ensure customers are knowledgeable about the work that will be or has been done to their home. Contractors will educate customers in how the proper use and care of the products and materials installed can

help them save energy and money, the ways in which customers can maintain and extend the life of any installed products and educate customers in the use and care of any customer adjustable products.

Furnace work is contracted through a separate mechanical contract. Contractors are <u>not</u> responsible for furnace inspections or servicing but are expected to document and report safety tests on homes with combustion appliances as needed. **See attached Combustion Safety Test Report (Exhibit D).** Major repairs are provided through individual proposals

**Training & Reference Materials -** Except in instances where local codes take precedence, all weatherization projects shall be weatherized in accordance with Washington Department of Commerce 2021 Weatherization Manual

https://www.commerce.wa.gov/wp-content/uploads/2021/06/2021-Wx-Manual-July-2021.docx

2019 Standard Work Specifications Field Guide for Single-Family and Manufactured Homes

<u>www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide-Retrofitting-Washington-SF-MH-062419.pdf</u>; and

2019 Standard Work Specifications Field Guide for Multifamily Homes <a href="https://www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide\_Retrofitting-Washington-MF-062519.pdf">www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide\_Retrofitting-Washington-MF-062519.pdf</a>

Weatherization Manual policy defines allowable weatherization work. The Field Guide defines applicable work that meets the specifications, objectives, and desired outcomes outlined in the NREL Standard Work Specifications for Home Energy Upgrades (SWS). <a href="https://sws.nrel.gov/">https://sws.nrel.gov/</a>

Where the referenced documents specify different requirements, materials, or methods of construction, the most restrictive shall govern. Contractors are encouraged to utilize eligible contractors under Section 3 of the Housing and Urban Development Act of 1968.

#### References

Weatherization and repair funds are provided by the U.S. Department of Energy (DOE), U.S. Department of Health and Human Services (HHS), Bonneville Power Administration (BPA), Washington State Matchmakers Program (MM), Public Utility District Number 1 of Snohomish County (PUD), Puget Sound Energy (PSE), and Cascade Natural Gas (CNG).

# III. GENERAL CONDITIONS

# Contract and Contract Documents

This Bid and Addenda shall form part of the contract and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

# 2. Materials, Services, and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the County.

# 3. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants the Contractor has good title to all materials and supplies used by the Contractor in the work, free from all liens, claims, or encumbrances.

# 4. <u>Inspection and Testing of Materials</u>

All materials and equipment used in the construction of the project may be subject to adequate testing and inspection in accordance with accepted standards.

# 5 "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on in the Weatherization Manual or work by reference to manufacturers or vendors names, trademarks, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the article, material, or equipment so proposed is, in the opinion of the County, of equal substance and function. It shall not be purchased or installed by the Contractor without the County's approval.

### 6. Permits, and Regulations

The Contractor will procure and apply for all permits, licenses, and approvals necessary for the execution of the work. The procurement of the Building Permit and all other licenses necessary for the completion of this project are the responsibility of the Contractor and are reimbursable by the County.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

### 7. Contractor's Obligations

The Contractor shall and will, in good quality manner, do and perform all work and furnish all supplies and materials, machinery, equipment, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract.

# 8. Protection of Work and Property - Emergencies

The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with this contract. The Contractor shall, at all times, safely guard and protect their own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss,

or injury unless such is caused directly by errors contained in the contract or by the owner, or owner's duly authorized representative.

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the County in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be promptly submitted to the County for approval.

Where the Contractor has not taken action but has notified the County of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the County.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

# 9. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work that under normal contracting practices are performed by specialty contractors.

The Contractor shall be as fully responsible to the County for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.

# 10. Governing Law and Venue

It is agreed by the contractor that this contract shall be governed by the laws of Washington State. The venue for any lawsuit relating to this contract shall be Snohomish County, Washington. Contractors shall include a "Stipulation of Venue in Snohomish County" in all subcontracts hereunder. Should the Contractor or subcontractor be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this contract.

#### 11. Contractor Coordination

Insofar as possible, the Contractor in carrying out work under the contract must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

### 12. Notice and Service Thereof

Any notice to the Contractor from the County relative to any part of this contract shall be in writing, and considered delivered and the service thereof completed, when said notice is posted, by email or letter, to the said Contractor at the Contractor's last given address.

#### 13. Performance Bond

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract as specified in the general

conditions included herein and therein. This bond shall be in force until completion of the project and acceptance by the County, and also the forty-five (45) day period following project completion during which liens may be filed. The bond shall cover for a period of one (1) year after acceptance by the County, as respects faulty workmanship and materials.

The surety on such bonds shall be a surety insurer who meets the requirements of Chapter 48.28 RCW and must be satisfactory to the County.

The bonds required by RCW 39.08.010 shall be in the amount of \$40,000 at a minimum.

In an effort to standardize usage of forms, to ensure compliance with performance bond requirements and to help expedite processing of contract documents, the successful bidder is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form. The County shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations including labor and material payments arising during the Contract. These Bonds shall be provided as required in the Bidding Documents or in the Contract Documents.

# 14. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

# 15. Retainage

Pursuant to Chapter 60.28 RCW, Snohomish County may retain five percent (5%) of all monies earned by the Contractor until project completion and acceptance, and receipt of required documentation.

# 16. <u>Definition of Completion</u>

The word "Completion", as used in the General Conditions, shall be defined as "substantial completion". The date of substantial completion is the date certified by the County as the date construction is sufficiently complete.

#### 17. Changes in Work

No changes in the work covered by the approved contract documents shall be made without prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) The actual cost of:
  - (1) Labor, including construction supervisors;
  - (2) Materials entering permanently into the work;
  - (3) Insurance;
  - (4) Social Security and unemployment contributions.

To the cost under 17(b), there shall be added a fixed fee agreed upon but not to exceed fifteen (15) percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense.

#### 18. Extras

Without invalidating the contract, the County may order extra work of the kind bid upon, or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the bid proposal, and no claims for extra work or materials shall be allowed unless the work is ordered in writing by the County and the price is stated in the order.

### 19. Correction of Work

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes of which they are used. Should they fail to meet the County's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense.

# 20. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the County, as aforesaid and the claim presented with the first estimate after the changed or extra work is done.

# 21. Subsurface Condition Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the work order, the Contractor shall immediately give notice to the County of such conditions before they are disturbed. The County will thereupon promptly investigate, and if the County finds that they materially differ from those indicated in the Work order, the County will at once make such changes in the Work order as the County may find necessary, and any increase or decrease of costs resulting from such changes to be adjusted in the manner provided in paragraph 17 of these General Conditions.

# 22. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and the contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

# 23. Termination for Convenience

The County for its convenience may terminate this Bid and subsequent Contract, in whole or in part, at any time by written notice. Upon receipt of the written notice, the Supplier shall immediately stop work as directed in the written notice and comply with all other requirements in the written notice. The Supplier will be paid for the services performed or goods delivered until the Contract termination date indicated in the written notice. Termination for Default If the Supplier does not deliver work in accordance with the Contract, or the Supplier fails to perform in the manner called for in the Contract, or the Supplier fails to comply with any material provisions or technical specifications of the Contract, the County may terminate this Contract, in whole or in part, for default upon ten (10) days written notice

# 24. County Non-discrimination

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

# 25. <u>Use of Premises and Removal of Debris</u>

As a condition of award, the successful bidder will be required to provide designated disposal sites for all surplus material and project debris.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons or damage to property;
- (b) To store the Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the Contractor's work or the work of any other Contractors;
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- (d) To continuously maintain and clean up all refuse, rubbish, scrap metals, and debris caused by the Contractor's operations, to the end that at all times the work site shall present a neat, orderly, and quality appearance;
- (e) Before final payment, remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description, and debris of any nature resulting from the Contractor's operations, and to put the site in a neat orderly condition;
- (f) To affect all cutting, fitting, or patching of the Contractor's work required to make the same to conform to the plans and specifications and, except with the consent of the County, not to cut or otherwise alter the work of any other Contractor.

### 26. Solid Waste Disposal

All solid waste generated in unincorporated areas and within the corporate limits of cities and towns of Snohomish County must be disposed of at a Snohomish County solid waste facility, required by SCC 7.35.125.

If there is a C&D recycling container on the project site, no more than 10% by volume of its contents can be solid waste. If more than 10% by volume of its contents is solid waste, the entire box must be disposed of at a Snohomish County facility and is considered garbage. Containers of solid waste must be transported by the Washington Utilities and Transportation Commission (WUTC) certified hauler or the contracted city hauler for that area.

Any construction site provided service via a C&D recycling container must also provide a container of appropriate size for solid waste in accordance with WAC 173-345-040.

Businesses or contractors that provide hauling and disposing of garbage as an ancillary operation to their primary service are permitted to haul garbage, as long as it is disposed of at a Snohomish County owned and operated facility.

# 27. Disputes and Litigation

Failure on the part of the County or the authorized representatives or either to discover and condemn or reject bad or inferior work or materials shall not be construed as an acceptance of any such work or materials, on the part of the improvement in which they may have been used.

To prevent disputes and litigations, it is further agreed by the parties hereto that the County shall determine the quantity and quality of the several kinds of work embraced in these improvements and shall decide all questions relative to the execution of the work and in interpretation of the work order.

# 28. Safety

The Contractor shall perform all work with due regard for the safety of their staff, other Contractor staff, County staff & representatives and the public.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons.
- (b) To protect the lives and health of employees performing the work and other persons who may be impacted by the work.
- (c) To initiate, maintain and supervise all safety precautions and programs related to the performance of the work in accordance with OSHA, WISHA and the County's safety requirements including Hot Work permits and with all applicable federal, state, local and city regulations, laws, ordinances and building codes.
- (d) To erect, maintain and provide all necessary safeguards for protection such as caution notices/tape/cones, barricades, fencing, fall-arrest devices, personal protective clothing & equipment, 1<sup>st</sup> aid kits, eye wash station, site cleanup activities, etc.
- (e) To designate a Safety Supervisor who will be available during all work hours. The Safety Supervisor shall provide safety management on the project and serve as the Competent Person if required by code. The Safety Supervisor shall have the authority to stop or redirect all work activities in the interest of safety.
- (f) To submit a site-specific accident prevention plan to the County before starting the work if required by code.
- (g) To develop, implement and submit a written fall protection work plan to the County if required by code.
- (h) To ensure all personnel and visitors to the site comply with work safety plans and provide County documentation of all violations including correction action taken.
- (i) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The County expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (j) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease, or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the County. The County shall have the right to access all exposure records at any time.
- (k) To promptly notify the County and regulatory agencies of any hazardous spills and pay for associated clean-up costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the County, County's Representative, and other County Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the County unless otherwise expressly provided for in this contract.

(I) To follow all current COVID safety guidelines as determined by the County Safety Office to ensure protections of Contractors and Clients.

# 29. Deleted, Terminated or Delayed Work

The County may delete work or terminate the Contract in whole or part. For payment purposes, deductive work shall be determined by one or more or a combination of the change order methods described in paragraph 17 of these General Conditions and the County approved Schedule of Values. Acceptable materials ordered by the Contractor prior to the date the work was deleted or terminated, the County will reimburse the Contractor for the actual costs connected with returning these materials to suppliers.

No claim for anticipated profits on deleted, terminated or uncompleted work shall be allowed. No claim for consequential damages of any kind shall be allowed.

The Contractor shall be entitled to time extensions for delays caused by the County, but the Contractor shall not be entitled to any adjustment in the Contract price. Contract timelines shall be adjusted as the parties agree. If the parties cannot agree, the County will determine the equitable adjustment for Contract completion.

# 30. COVID-19 Safety Requirements

Bidders shall meet the up-to-date requirements and follow the guidance provided by the State of Washington and Washington Department of Labor & Industries (L&I).

# 31. Public Records Act

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

# SPECIFIC TERMS AND CONDITIONS

### **WEATHERIZATION ASSISTANCE PROGRAM**

#### I. DEFINITIONS

As used throughout this document, the following terms shall have the meaning as set forth:

- A. "Commerce" means the Washington State Department of Commerce.
- B. "Contract" means all material/documents which are incorporated in this Agreement.
- C. "Work" means all weatherization and install work to be undertaken.

#### II. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Contractor and their Sub-agencies shall comply with the following documents incorporated by reference as fully set forth herein:

- A. Snohomish County 2022 Weather Assistance Program Invitation to Bid;
- B. Washington State Department of Commerce 2021 Weatherization Manual, and;
- C. Washington State Department of Commerce 2021 Field Guide Retrofitting Washington.

#### III. WORK REQUIREMENTS

Except in instances where local codes take precedence, all weatherization projects shall be weatherized in accordance with Washington:

Department of Commerce 2021 Weatherization Manual

https://www.commerce.wa.gov/wp-content/uploads/2021/10/2021-Wx-Manual-Oct-1-2021.docx;

2019 Single-family Field Guide Retrofitting Washington

https://www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide-Retrofitting-Washington-SF-MH-062419.pdf; and

2019 Multi-family Weatherization Field Guide

http://www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide\_Retrofitting-Washington-MF-062519.pdf.

Weatherization Manual policy defines allowable weatherization work. The Field Guide defines applicable work that meets the specifications, objectives, and desired outcomes outlined in the NREL Standard Work Specifications for Home Energy Upgrades (SWS). <a href="https://sws.nrel.gov/">https://sws.nrel.gov/</a>

Where the referenced documents specify different requirements, materials, or methods of construction, the most restrictive shall govern. Contractors are encouraged to utilize eligible contractors under Section 3 of the Housing and Urban Development Act of 1968.

Contractors shall maintain **Safety Data Sheets (SDS)** for all products used in the performance of the work in their office(s) and on all job sites. A copy of all the SDS forms shall be provided to the County in the form of a notebook or booklet at the time a contract is awarded. Contractors shall update their SDS books whenever the contractor adds a new product or there is a change in a current product.

To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Weatherization on homes built prior to 1978, unless it has been determined by a certified risk assessor that there is no lead present. All staff that work on homes for the County must be certified in Lead Safe Weatherization (LSW). Staff new to the County program must be LSW certified within 6 months. Contractors need to be aware of and follow requirements of EPA and OSHA when working with homes built prior to 1978. Recent guidance can be found at:

FAQs – Lead Safe Weatherization – NASCSP

#### III. INSURANCE REQUIREMENTS

- A. Coverage shall be at least as broad as:
  - 1. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
  - 2 Automobile Liability: In the event that services delivered pursuant to any Contract require the use of a vehicle or involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the Contractor shall provide evidence of the appropriate automobile coverage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
  - 3. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
  - 4. Stop Gap/Employers Liability: Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

#### B. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- 2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
- 3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Contractor personnel is involved, then Risk Management will review the appropriate amount of coverage.
- 4. Workers' Compensation: Statutory requirements of the state of residency.

- 5. Stop Gap/Employers Liability: \$1,000,000.
- 6. The Contractor shall carry Pollution Occurrence Insurance naming the County as an additional insured during the term of the Contract, with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate.

# C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

### D. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provisions:

- 1. Liability Policies except Professional/Errors and Omissions and Workers Compensation
  - The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with any Contract (CG 2010 11/85 or its equivalent).
  - The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Agency in any way.
  - 3. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

#### 2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

# E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

# F. Verification of Coverage

 The Contractor shall furnish the County certificates of insurance and endorsements required by this Agreement and any Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with any Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- G. The County may, upon notice to the Contractor, alter these insurance requirements as the County deems appropriate at any time during the term of this Contract.
- H. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, Commerce, Snohomish County, agencies of the state or county and all officials, agents and employees of the state or county, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any sub-contractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State and County for any claim arising out of or incident to the Contractor's or any sub-contractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State and County shall not be eliminated or reduced by any actual or alleged concurrent negligence of State and County or their agents, agencies, employees and officials.

The Contractor waives its employer immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and County or their agencies, officers, agents or employees.

The Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance, if applicable). At the request of the County, the Contractor shall provide evidence of such insurance.

#### IV. TAXES

The Contractor is required to utilize the sales tax exemption on certain materials as granted by RCW 82.08.998. If the Contractor does not utilize the sales tax exemption, the County is not required to reimburse the Contractor in respect to such taxes.

# V. USE OF MINORITY, WOMEN-OWNED AND VETERAN BUSINESSES

The Contractor shall provide the maximum practicable opportunity to minority- and womenowned businesses that are certified by the State Office of Minority and Women's Business Enterprises to participate in the performance of this Contract. Veteran-owned businesses are also encouraged to participate.

# VI. PAYMENT

The County will determine amounts owing to the Contractor and will issue payments after the final completion of Work is accepted and complete documentation is received as required. Payment for Work authorized by the County will be made within thirty (30) days of acceptance, following final inspection, at the unit rates set out in the 2022 Weatherization Pricing List.

### VII. WORK HOURS AND SAFETY STANDARDS

The County shall compute the wages of every laborer on a project financed by funds under this Contract on the basis of a standard workday of eight (8) hours and a standard work week of forty (40) hours, unless otherwise specified in a labor management agreement or the personnel policies of the County as per RCW 49.28.

No work shall be performed in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health or safety. See Work Hours and Safety Standards Act, 40 U.S.C. 3701–3708, and Department of Labor regulations at 29 CFR Part 5.

#### VIII. PRIVACY POLICY

Personal information collected, used, or acquired in connection with the Weatherization Program shall be used solely for the purpose of providing weatherization services. The Contractor shall not release, reveal, publish, transfer, sell, or otherwise make known to unauthorized persons a client's personal information without his or her express written consent or as provided by law. Written consent must include what client information may be shared and to whom or which agencies/businesses.

### IX. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or Commerce's name is mentioned, or language used from which the connection with the state of Washington's or Commerce's name may reasonably be inferred or implied, without the prior written consent of Commerce.

#### X. ADDITIONAL REQUIREMENTS

For contracts and subgrants in excess of \$150,000, the Contractor shall comply with the following:

- A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); and
- B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- C. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Exhibit A: Combustion Safety Test Report

	Vashington State Department of Combusti	on			Fo		Mar 1, 201
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	s detected?						
2b Leak(	s) confirmed using leak detection fluid?						
Iden	tification of Appliances						
3a Desig	nate appliance(s): Appliance name:	1:			2:		
3b	Appliance location:	1:			2:	či.	
3c	Estimated appliance efficiency rating:	1:			2:	*	
3d	Type of combustion: (open/closed)	4:			2:		
3e	Type of draft: (natural/induced/forced)	4:			2:		
3f	Shared venting: (yes/no)	1:			2:		
3g	Vent Category: (Type 1, II, III, IV)	1:			2:		
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	e CAZ door & Record pressure in the CAZ WRT outside	- 29		8 - 1	4	H-	4
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	ne appliance spill at 2 minutes of main burner operation?						
	rd CO AIR FREE of undiluted flue gases at 5 minutes					I i	
6d Reco	rd ambient CO AFTER test						]
CO	& SPILLAGE Assessment (Common Vent ONLY)		PRE	POST		PRE	POST
7a Reco	rd ambient CO BEFORE test starts then start appliance(s)	- 30		00			
7b Spilla	ge FIRST appliance (see TSD for cold or warm vent)						
7c Spilla	ge SECOND appliance (Test at 2 minute mark)	- 20		000			3
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	dstove/Fireplace (FPWSZ)	31	PRE	POST		PRE	POST
	sure & Record FPWSZ pressure WRT outside	GT 1					-
	pipe, chimney, or clearance problems observed (note in margin b	elow)					
	Rise: Record acceptable heat rise from manufacturer label:		PRE	POST	4	PRE	POST
2a Reco	rd heat rise from test						

# COMBUSTION SAFETY TEST FORM REFERENCE TABLES

Vent Categorization per NFPA 54

(lines 3 & 4)

Category I: NFGC		<b>AFUE 65-83%</b>	Category III: Airtight	AFUE 78-8			
Non-Condensing	Typical Materials	Clearance	Non-Condensing	Typical Materials	Clearance		
Negative Pressure (-)	B-vent	1"	Positive Pressure (+)	Sealed metal	NA		
High Temperature Flue Gases	Single wall metal	6"	High Temperature Flue Gases	Sealed plastics	NA		
Natural or Fan Assisted Drafts	L-vent	9*	Fan Assisted Draft (Forced)	per manufacturer			
(Natural or Induced)	Lined Masonry	no extra		in?			
Category II: Corrosion R	esistent	< <rare>&gt;</rare>	Category IV: Airtight & Co	rrosion Resistent	AFUE 90%+		
Condensing	Typical Materials	Clearance	Condensing	Typical Materials	Clearance		
Negative Pressure (-)	Special	as needed	Positive Pressure (+)	Sealed plastics	NA		
Low Temperature Flue Gases	as designated by r	manufacturer	Low Temperature Flue Gases	per manufacturer	specification		
1/2			Sealed Combustion (Forced)	(t)			

# ANNEX D (BPI-1200) ACTION LEVELS FOR SPILLAGE AND CO IN COMBUSTION APPLIANCES

(line 5)

Test Results	Action Required
Greater CAZ depressurization occurs with the air handler on *	CONDUCT further analysis of the distribution system to determine if leaky ducts or other HVAC induced imbalances are the cause of the spillage.  If so, distribution system repairs that will reduce or eliminate CAZ depressurization are REQUIRED
Greater CAZ depressurization occurs with door to CAZ closed, but is alleviated when the door to CAZ is open *	Measures to improve air transfer between the CAZ and the core of the house are REQUIRED
Spillage traced to excessive exhaust ** independent of CAZ door position, air handler, or a problem with the flue +	VERIFY sufficient combustion air is available per ANSI Z223.1/NFPA 54 for gas-fired appliances & NFPA 31 for oil fired appliances or LA CONTRACT for verification by a qualified professional and/or RECOMMEND qualified professional further evaluate/service to address venting/combustion air issue
	CO are present, in addition to the specific directions above, wn until it can be serviced by a qualified professional.
* Refers to exhaust caused by mechanical ven	filation and/or other means of exfiltration

# CO ACTION LEVELS (& LEL) (lines 1,6,7,8,810)

CC	Levels 70 ppm and GREATER ***
1.	Immediately TERMINATE inspection
2.	Notify occupants to evacuate the building
3.	Notify emergency services from outside building
CC	Levels 36 ppm - 69 ppm
1.	Notify occupants of elevated levels
2.	Open windows and doors
3.	RECOMMEND to the occupant that a possible
	source of CO be turned off immediately
4.	LA SHALL contact qualified professional
	to service permanently installed appliance
CC	Levels 9 ppm - 35 ppm
1.	Notify occupants that CO has been detected
2.	RECOMMEND to open doors and windows
3.	RECOMMEND checking possible sources of CO
4.	LA SHALL contact qualified professional
	to service permanently installed appliance
CC	Levels BELOW 9 ppm
-	Do nothing
***	Actions also required if LEL ≥ 10%

#### CO THRESHOLDS for Fossil-Fuel Fired Combustion Appliances (lines 1.6.7.8.&10)

Appliance	Threshold Limit**
Central furnace (all categories)	400 ppm air free
Boiler	400 ppm air free
Floor Furnace	400 ppm air free
Gravity Furnace	400 ppm air free
Wall Furnace (BIV)	200 ppm air free
Wall Furnace (Direct Vent)	400 ppm air free
Vented Room Heater	200 ppm air free
Unvented Room Heater	200 ppm air free
Water Heater	200 ppm air free
Oven/Broiler	225 ppm AS MEASURED
Clothes Dryer	400 ppm air free
Refrigerator	25 ppm AS MEASURED
Gas Log (gas fireplace)	25 ppm AS MEASURED in vent
Gas Log (wood burning freplace)	400 ppm air free in firebox

<sup>++</sup> If any CO Threshold Limit is exceeded, see CSTF TSD for more information.

CAZ DEPRESSURIZATION LIMITS* for Woodstove/Fireplace	(line 11)
Fireplace Limit:	-4 Pa
Woodstove & fire place inserts (including air tight models with outside combustion air):	-5 Pa

<sup>+\*</sup> If any CAZ Depressurization Limit is exceeded, see CSTF TSD for more information.

When combustion appliance zone (CAZ) depressurization limits exceed the above then depressurization shall be brought within acceptable limits.



# **Daily In-Progress Combustion Safety Test Form**

		1	ов. соо .	Combus	tion su	0.,	
Client	Date	1					
Address	Auditor Name						
-uures	Contact Number	3					
	Contact Number						
Local A	gency Auditor: Complete Line 1 and 2						
1 FA:	= Forced Air, HWT=Hot Water Tank, WS=Wood Stove,	nte	sa abbrau	intian for a	undianco i	n linar hal	
1	FP = Fireplace, PS = Pellet Stove, R = Range	Place appreviation for appliance in lines			n nnes ber	GW	
1a Fue	Type: (LP, NG, Oil, Wood, Pellet)						
lb Desi	ignate appliance(s): Appliance (App) Name	App 1:	8		App 2:		
Lc	Appliance Location	App 1:			App 2:		
Ld	Type of combustion (open/closed)	App 1:	8		App 2:		
le	Type of draft (natural/induced/forced)	App 1:			App 2:		
1f	Shared venting (yes/no)	App 1:	8		App 2:	2	
1g	Vent Category (Type I, II, III,IV)	App 1:			App 2:		
- 0.2		St	8		0	10	
			Day One Day T		Two Day Three		
2 Wor	king CO Detector present or installed Day One?	yes	/no				
3	Daily Tester's Name: initials do not suffice			13			
4	Date:						
5 Dep	oressurization Test	App 1	App 2	App 1	App 2	App 1	App 2
5a "Bas	seline" CAZ Pressure with reference to (WRT) outside						
b Set	up CAZ in Worst Case Depressurization (see Exhib	it 9.4B, CSTF	TSD - Daily	In-Progress	Section, pa	ges 9-10)	
561	nace on or off? er could be Worst Case, depending on duct leakage.	on / off	on / off	on / off	on / off	on / off	on / off
d CAZ	door is open or closed (circle one)	open/closed	open/closed	open/closed	open/closed	open/closed	open/close
Se Reco	ord CAZ pressure WRT outside		S S	(S)	) 		
5f Reco	ord result Line #5e minus Line #5a ("baseline")						
5g Reco	ord CAZ Depressurization Limit (See Table 4-back)						
f worst	t case depressurization exceeds depressurization	limit, ACTIO	ON is requi	red. See bo	ick of form	1.	
6 Star	t up Appliance	Day	One	Day	Two	Day 1	hree
		App 1	App 2	App 1	App 2	App 1	App 2
Sa Asse	ess appliance for spillage (exceed 2 or 5 mins? See 1	yes/no	yes/no	yes / no	yes/no	yes/no	yes / no
	rer is "yes," ACTION is required. See back of form.					Tion .	
-	urn house to pretest conditions	Day	One	Day	Two	Day 1	Three
7a Che	ck box when done Add any comments/notes below				]		

Notes:

# COMBUSTION SAFETY TEST REPORT REFERENCE TABLES

Venting Condition	Limit (Pa)
Stand alone natural draft water heater (including outside chimneys)	-5
Orphaned natural draft water heater	-2
Natural draft boiler or furnace vented in combination w/ water heater	-3
Natural draft boiler or furnace w/ vent damper commonly vented w/ water heater	-5
Induced draft boiler or furnace commonly vented w/ water heater	-5
Individual natural draft boiler or furnace	-5
Fireplace	-4
Wood stoves & fire place inserts, including air tight models w/ outside combustion air	-5
Power vented or induced draft boiler or furnace alone, also Pellet Stoves	-15
Chimney-top draft inducer;	
High static pressure flame retention head burner;	-50
Direct vented appliances;	-50
Sealed combustion appliances;	

	In-Progress Daily Test Out - A	CTION I	tems		
ACTI	ON is REQUIRED:				
	orst case depressurization exceeds depressurization limit				
	illage exceeds 2 minutes (warm vent) or 5 minutes (cold v				
Photo-Nonco	Document ACTIONS Taken	A Committee			√ Done
1.	Document Daily Test Out levels that exceed limit:				
2.	Call Auditor for direction and document:				
3.	Confirm CO Detector is in place and operational:				
4.	Take one or more of the following steps to mitigate is	ssue for o	overnight:		
(1)	Reduce depressurization				
	Disable/Disengage fan that is creating problem:	4			
	Tape off switch:				
	Other:				
(2)	Ventilate	Xie .			
10.7	Provide makeup air for interim:	A1.			
	Open window:	3 2			
	Other:				
5.	Inform Client of ACTION(s) taken (temporary):				
	Educate Client steps must take (or not) to remain saf	fe:			
				41	*
	Client signature - receiv	ed info			
		Levels	Initials	Date	
6.	Re-test & Document after taking mitigation actions:	6	8 8		

# **EXHIBIT B**

	INFILTRATION
A-1	Door Weatherstrip kit use silicone, vinyl, or brushed weather strip.
A-1a	Add for Lead-based Paint
A-2	Foam Weatherstrip installed per linear foot
A-4	Sweeps, use silicone, vinyl, or door sweeps.
A-5	Retractable Closure, use silicone or vinyl.
A-6	Install Door Shoe to exterior door.
A-7	Replace threshold on exterior door.
A-8	Install inline bathroom exhaust fan damper, or dampered cap.
A-8a	Install inline kitchen exhaust fan damper or dampered cap.
A-9	Reduce Air Infiltration, by 100 cfm50 with the use of a door fan. Includes all measures necessary to reduce air infiltration.
A-10	Prescriptive Air Sealing, charged at an hourly rate.
A-10a	Air Sealing, to achieve 100 cfm50 reduction per one man hour. Use worksheet, documen all attempts, and describe what was done to reduce numbers, regardless of outcome.
A-12 A-12a	Install or Replace Dryer Duct, includes insulating the ducts in unconditioned spaces up to 10 feet. Use smooth metal ducting and a hood with a flapper damper, exiting outside of the footprint of the home and away from walking surfaces. If the duct is in an unconditioned garage, basement or in a space where people can come into contact with the insulation, the insulation should be vinyl or foil faced. Dryer duct runs should be installed as short and practical as allowed.
A-13	Add for extra dryer ducting over 10 feet, per foot.
A-14	Install new dryer hood with flapper damper
A-14 A-15a	Seal Boots and Ducts, block duct ends, seal ducts, boots, crossovers, and plenums, as
A-16 A-17	necessary with mastic to reach target pressure pan numbers. Ducts that extend more than 8 inches beyond the last register on a duct run (at either end) will be filled with fiberglass insulation and capped with metal on heated side and sealed with mastic.
A-18	Install Rooftop Damper to masonry chimney of fireplace
A-19	Perform air sealing with 2-part foam. Charged per square foot. Air sealing measure only, with focus on coverage, not depth.
A-20	Measure house air leakage rate (Blower door test)
A-21	Measure House under door pressures (all interior doors closed, only furnace running)
A-22	Measure House Air Leakage Rate (blower door), duct leakage, and zonal pressures, i.e. house to attic, crawl and attached garage.
A-23	Requires filling out the "Daily In-Progress Combustion Safety Test Report" before leaving when any work has been done that will affect any combustion appliances or cause the CAZ pressure to be more negative.

	DOORS
B-1	Install a new door and hardware. New hardware includes a new lockset, deadbolt, and
B-2	peephole installed unless hardware must be reused to match existing hardware or locks.
B-3	Replacement doors shall be metal, insulated, and match the style of the existing doors
	where practical, and shall be hinged. If a new exterior door and jamb is being installed,
	the door shall have three hinges. All exterior door replacements shall be exterior grade.
	All replacement doors shall have an insulated core with a minimum R-6 insulation value,
	unless prior approval is obtained. Wood, fiberglass, or composite doors are allowable if a
	metal door cannot be used. Wood doors shall be solid core. Prime or seal all newly
	installed wood.
B-1a	Add for Lead-based paint for door installs.
B-2a	Add for Lead-based paint for door installs.
B-5	Replace strike plate with materials similar to door hardware, if condition allows.
B-5a	Adjust existing strike plate to allow for better door closure.
B-6	Replace entry lock, keyed to existing locks, if possible.
B-8	Undercut Interior Doors, undercut to pressure balance forced air heating systems. Seal
B-8a	door bottoms after cutting. B-8 is the rate for the first door bottom cut off, which includes
B-9	time to set up and tear down. B-8a is an add for lead-based paint. B-9 is the rate for each
B-9a	additional door undercutting. B-9a is an add for lead-based paint.
	REGLAZE WINDOW
C-1	
C-2	The minimum size that will be called out to reglaze a window will be 8 square feet.
C-3	
C-4	Add for Safety Glass (tempered) for C-1 thru C-3.
	INCLUATION ATTIC
E-1	Attic insulation in a site-built house includes any necessary baffling, rigid damming to
<b>4</b> la	, , , , , ,
tnru E-17	contain materials, flagging electrical boxes, depth markers, and the air sealing of all
E-1/	penetrations and bypasses (when over 400 sq. ft.). Rigid dams for high temperature applications need to be made of non-combustible material and sealed with high
	temperature caulk. Photo documentation of air sealing required prior to covering with
	insulation. Posting of insulation bag and certificate near entry point is required.  Rigid damming around the attic is included in the cost when insulating an attic area
	greater than or equal to 400 square feet and there is enough clearance. The rigid dam
	built around attic access hatch is to be made from plywood or strand board and strong
	enough to support the weight of a person.
E-19	Weatherstrip and Insulate attic access, when the area to be insulated is less than 400
	square feet and to the level of surrounding insulation as clearance allows.
E-19a	
C-129	New Attic Access, cut in new attic access, providing rigid dam, new hatch ready for paint, hatch insulated, and weather stripped.
E-20	Complete Access Opening, install a rigid dam when there is enough clearance, new hatch
L-ZU	ready to paint, and weatherstrip and insulate the hatch.
E-20a	Add for lead-based paint for attic access
E-20b	Rigid Dam Only, on existing hatch when the area in the attic to be insulated is less than
L-ZUU	400 square feet and where there is enough clearance.
	HOO Square reet and where there is enough deardiffe.

E-20c	Rigid dam around masonry present in attic.
E-20e	Install insulation shield box around existing non-IC rated recesses light fixtures.
E-21	Cut attic-to-attic access. Must be minimum of 5 square feet of clearance for pass through.
E-22	Pull Down Stairwell Cover, sides should be made of rigid dam material and insulated with at least R-11 on the sides, and the hatch weather-stripped and insulated to R-38.
E-23 E-24	Attic insulation in a mobile/manufactured house includes sealing all penetrations, including but not limited to plumbing, ventilation, electrical, and marriage lines. Use fiberglass insulation.
E-25	Remove Blown-in Insulation from attic space prior to additional work being performed.
E-26	Remove Batt Insulation from attic space prior to additional work being performed.
	VENTILATION - ATTIC
F-1	Add ventilation to unconditioned attic space. Charged per square inch of free air.
F-1a	Add for lead-based paint for ventilating attic space
	INSULATION - STUD WALLS
G-1	Install R-11 batts to an open kneewall or stud cavity. Includes twining to secure insulation batts, when installed in unconditioned space.
G-2	Install R-19 batts to an open kneewall or stud cavity. Includes twining to secure insulation batts, when installed in unconditioned space.
G-3	Install 1 1/2" rigid foam board to an open kneewall or stud cavity. Includes securing foam in place with spray foam or mechanical fastening, as appropriate. Foam insulation is not allowed for use with knob and tube wiring.
G-4	Install 2" rigid foam board to an open kneewall or stud cavity. Includes securing foam in place with spray foam or mechanical fastening, as appropriate. Foam insulation is not allowed for use with knob and tube wiring.
	INSULATION - EXTERIOR
	Cavity fill wall insulation will be done through 2 inch holes. Wall cavities without fire blocking may be filled through one centrally located hole using a 1 inch tube insert, or two holes, drilled high and low without the tube insert. A tube insert is not required in walls with fire blocking. Drilling holes in the finished siding is to be avoided whenever possible.
HH-1 HH-2 HH-3 HH-4	Dense Pack installation for 2x4 studs, includes plugging holes, spackling, and painting to match existing wall color; i.e. nail heads, plugs, and chipped spots caused by removing, reinstalling, or replacing shakes or siding.
HH-5	Delete Charge for non-high density wall blow (less than 3.5lb per cubic foot)
H-6	Add H-6 for dense pack of cavities deeper than 2x4
HH-6	Delete painting when not needed.
H-7	Additional Charge for ladder time, for walls over 12 feet high, charged per square foot.
	INSULATION - FLOORS
	Floor insulation in site-built homes requires filling the cavity with the appropriate batt for the depth of the joist cavity after sealing all floor penetrations (e.g. plumbing, electrical, ventilation, ducts, and boots), and installing twine (use zig-zag pattern) or lath to ensure insulation remains in place. It does not include wrapping exterior pipes. Crawl Space
	Vootborization Assistance Program

	caution sign, insulation bag and certificate of insulation must be posted.
J-1 J-2 J-3 J-4	Install fiberglass batts in floor joist cavities.
J-1b J-2b J-4b J-4c	High density (HD) fiberglass batts in floor joist cavities.
J-5	Fill Cavity, Cantilever Floor or Garage Ceiling, loose fill cellulose up to 12". Includes painting plugs to match
J-5a	Add to Fill Cavity for lead-based paint
J-5b	Delete painting when not needed
JJ-5b	Fill Cavity, Cantilever Floor or Garage Ceiling, loose fill fiberglass up to 12". Includes painting plugs to match.
J-6	Protect material with exterior rated plywood, additional charge
J-7	Ground Cover includes all cost of staking down. When applying new poly to crawl spaces, the installation cost includes cutting around all pier blocks and columns. Overlap seams by 12 inches. Poly shall not be in direct contact with wood framing members.
J-7a	Existing Ground Cover, cost to stake down all other existing poly in the crawl.
J-8	Irregular Joist, to be any joist spacing other than 16" on center or 24" on center. Joist spaces >2' may require additional center support. Install with twine in a zigzag pattern. Lath acceptable.
J-9	Install new crawl space access opening, finished with closures to ensure tight fit, when on exterior, and fitted with compression weatherstripping to ensure an adequate seal when installed in conditioned space. If installed in conditioned space, access cover must be insulated to minimum R-19.
J-9a	Add for lead-based paint for complete access opening.
J-10	Twining R-19, for joists bays deeper than installed insulation; i.e., undersized insulation. Use zig-zag pattern for twining.
J-11	Mobile Home Underfloor Insulation, fill cavity, loose fill. Use fiberglass insulation only.  Floor insulation in a mobile home includes sealing all penetrations, including but not limited to plumbing, ventilation, electrical, and marriage lines. Use fiberglass insulation only. It does not include wrapping exterior pipes. Crawl space caution sign must be posted. Certificate of insulation and insulation bag must be posted.
J-12	Add for supporting existing underfloor insulation. Use zig-zag pattern when twining insulation, or lath is acceptable. Charged per square foot.
J-13	Additional charge for working in low crawl space areas, less than 18 inches in height. Charged per square foot.
J-14	For Exterior Crawl Access Cover (doghouse), up to 4ft x 4ft with roof and handles for ease in lifting. Must be built with exterior grade materials.
J-15	For removal of blown-in insulation from floor cavities. Charged per square foot.
J-16	For removal of batt insulation from floor cavities. Charged per square foot.
	VENTILATION - CRAWL SPACE
K-1	Install new crawl space vent, includes cutting hole. Charged per net square inch of opening.
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K-1a	Add for lead-based paint for crawl space venting.
K-2	Install new crawl space vent thru concrete wall (6 inch), includes cutting hole. Charged per
	net square inch of opening.
K-3	Re-screen existing crawl space venting. Charged per net square inch of opening.
K-4	Install vent well for crawl space venting. Materials must be rated for ground contact.
	INSULATION - PIPES
L-1	Insulate water lines to minimum R-3. Insulation must be secured with spacing less than 9
	inches apart. If using foam insulation, foam must be in contact with the piping (not
	oversized).
L-1a	Insulate water lines at water heater area to minimum R-3. Insulation must be secured
	with spacing less than 9 inches apart.
L-2	For insulating hydronic water pipes (baseboard heating). Insulation must be minimum R-
	11 fiberglass
	INSULATION - HVAC DUCTS
	Insulation of ducts on site-built homes includes sealing all joints with mastic. On double
	wide manufactured homes, the crossover duct joints must be sealed with mastic. Duct
	insulation is priced per square foot of surface area to be insulated, not the surface area of
	installed insulation.
M-1	Install R-11 fiberglass to ducting. Charged per square foot.
M-3	Install R-11 fiberglass to ducting and wrap with vapor retarder material (for conditioned
	air ducts outside of the heated envelope). Seal all seams. Charged per square foot.
M-4	Install R-19 fiberglass to ducting and wrap with vapor retarder material (for conditioned
	air ducts outside of the heated envelope). Seal all seams. Charged per square foot.
M-5	Replace existing crossover duct with 10"-14" new metal rigid ducting, including insulation
3	to minimum R-8, and wrapping with vapor retarder material, if outside of heated
	envelope. Includes sealing all seams with mastic. Charged per linear foot.
M-6	Replace existing crossover duct with 10"-14" new flex ducting, insulated to minimum R-8
0	and covered with a vapor retarder material.
M-7	Insulate surface area to R-8 (minimum allowed for ducted venting). Charged per square
101 /	foot.
	PRIME WINDOW REPLACEMENT - CLASS 40 (NFRC) & VINYL, CLEAR, OPENING AND NON-
	OPENING
N-1	
N-2	
N-3	
N-4	Replacement windows shall have a U-factor rating of 0.30 or less and an air leakage rating
N-6	of less than 0.3 cfm/sq.ft. All window and sliding glass door replacements include
N-7	returning the interior and the exterior of the home to a finished state ready for paint or
N-7a	stain. All newly installed wood must be primed or sealed. N-7a is to add for lead-based
N-8	paint for all N coded items. Windows are charged at a minimum of 8 square feet per
N-9	window, and charged per square foot over 8 feet.
N-10	
N-11	
P-3	Replace awning style window crank hardware

	HOT WATER HEATERS
	Minimum tank rating is .93 for under 59 gal. Must be installed with rigid foam board under the tank, seismic strapping, and expansion tank. Tank insulation must be at least R-12.
Q-1	Water Heater Wrap, includes water heater pipe wrap (up to 12 feet).
Q-2	Water heater Set back thermostat, installed.
Q-3	Install low-flow shower head to replace existing with 2.5 gpm flow rate or less.
Q-3a	Plumber installed low-flow shower head and aerator.
Q-3b	Install of additional low-flow shower head.
Q-3c	Install of additional low-flow aerator with 2.2 gpm flow rate or less.
Q-4	Install new energy efficient electric water heating storage tank, 40 to 52 gal in capacity, and with minimum efficiency rating of .93. Water tank installs include pipe insulation up to 12 ft., and all items required to meet Washington Energy Code, including, but not limited to, seismic strapping, expansion tank, etc.
Q-6	Install new energy efficient gas water heating storage tank, 40 to 52 gal in capacity, and with minimum efficiency rating of .93. Water tank installs include pipe insulation up to 12 ft., and all items required to meet Washington Energy Code, including, but not limited to, seismic strapping, expansion tank, etc.
Q-7	Charge for installing an expansion tank to an existing water heater.
Q-8	Install new electric Heat Pump water heater, 40 to 52 gal. in capacity, and with minimum energy factor of 2.2. Water tank installs include pipe insulation up to 12 ft., and all items required to meet Washington Energy Code, including, but not limited to, seismic strapping, expansion tank, etc.
	MECHANICAL VENTILATION
	New bath fans installed shall have a sone rating of 1 or less if on continuous run setting, and sone rating of 3 or less on intermittent run. New installed kitchen fans shall have sone rating of 3 or less. Newly installed bathroom and kitchen fans (S-2, S-4, S-21, and S-23) shall include electrical drop, wall switch and duct work. Fans with lights shall have LEDs. All new and replacement fans include insulating ducting when outside of thermal envelope.
S-1	Vent existing bathroom fan to the exterior using the shortest and/or most practical route.
S-2	Install new bathroom fan, ducted to the exterior, with damper and exterior vent cap. Includes 60-minute timer control.
S-2a	Add for lead-based paint for bath fan install.
S-2b	Replace existing bathroom fan, duct to the exterior, with damper and exterior vent cap. Includes 60-minute timer control.
S-2c	Add for installing whole house ventilation controls to indicated ventilation fan. Auditor to provide setting details and requirements. All whole house vent fan controls must be labeled with an identifying sticker.
S-3	Vent existing Kitchen fan to the exterior using shortest and/or most practical route.
S-4	Install new kitchen fan hood with light, vented to the exterior, with damper and exterior vent cap.
S-4a	Add for lead-based paint for kitchen fan hood install.
S-4b	Replace existing kitchen fan hood with light, vented to the exterior, with damper and exterior vent cap.

СГо	Clean and lube existing for
S-5a	Clean and lube existing fan.
S-6	Install indoor air quality vent with damper
S-6a	Add for lead-based paint for installing indoor air quality vent.
S-7	Installing 24-hour exhaust fan timer.
S-7a	Add for lead-based paint for timer install.
S-7b	Installing a SmartSwitch timer for use as intermittent whole house ventilation strategy.
S-16	Installing a 60-minute timer to existing ventilation fan.
S-17	Installing an Energy Star rated dehumidifier in a less than 1,000 square foot home, with a minimum 25 pint per day capacity.
S-18	Installing an Energy Star rated dehumidifier in a 1,000 - 2,000 square foot home, with a minimum 50 pint per day capacity.
S-19	Installing an Energy Star rated dehumidifier in a 2,000 - 3,000 square foot home, with a minimum 70 pint per day capacity.
3 13	Replace existing or install new sump pump to include piping to exterior, and ported
S-20	catchment basin, lined with permeable felt to prevent clogging. Does NOT include wiring.
3-20	
S-21	Install new bathroom fan with LED lighting, ducted to the exterior, with damper and exterior vent cap. Includes 60-minute timer control.
S-21	Add for lead-based paint for bath fan/light combo install.
S-21b	Replace existing bathroom fan/light combo with new to have LED lighting, duct to the
3-210	exterior, with damper and exterior vent cap. Includes 60 minute timer control.
S-21c	Add for installing whole house ventilation controls to indicated ventilation fan. Auditor to
	provide setting details and requirements. All whole house vent fan controls must be
	labeled with an identifying sticker.
S-23	Install new ceiling or wall-mounted kitchen exhaust fan, ducted to the exterior, with damper and exterior vent cap.
S-23a	Add for lead-based paint for kitchen fan install.
S-23b	Replace existing ceiling or wall-mounted kitchen exhaust fan, ducted to the exterior, with
	damper and exterior vent cap.
S-24	Hygrometer/Thermometer, is a Grainger #3ZH92 or approved equivalent.
	REPAIRS & EXTRA WORK
	Items T-1 through T-6 is for time and materials. Time and materials charges by approved sub-contractors reimbursed at invoice plus 10%.
T-1 T-2	Electrical and Plumbing Repairs. Auditors must approve estimates before work begins.
T-3	According to cost of permit.
T-4	Semi-skilled labor. Must include description of repairs to be made. Includes material and labor cost.
T-5	Skilled Labor and Carpentry. Must include description of repairs to be made. Includes material and labor cost.
T-6	Roof Patching. Includes labor and materials, charged an hourly rate. May include
1-0	composite, metal, wood, or vinyl roofing. Must be like materials and color.
т о	
T-8	Knob and Tube Certificate charge. Includes full inspection of K&T wiring including attic,
	walls, and floor cavities. Work will not proceed until K&T has been certified by a licensed
т 0	electrician and approved by the County.
T-9	FS-25 is any product with a flame spread of 25 or less. Cost is for material installed per

	square foot.
T-10	Install or replace gutters and downspouts per linear foot. May be metal or plastic.
T-11	Install or replace elbows of gutter system, cost per elbow. May be metal or plastic.
T-12	Provide splash blocks to divert water away from the building foundation. Cost is per
	splash block.
	MOBILE HOME REPAIRS
U-1	Cool seal of mobile home roof. Cost is materials and labor per square foot
U-2	Skirting repair charged per square foot. Use like materials in replacement, where
	practical. Materials must be suitable for ground contact, including framing materials.
U-3	Repair of rodent/ road barrier under mobile floor cavities. Cost is per square foot of
	opening to be covered, not square foot of materials used. Repairs must be of like or
	similar materials that are stitch stapled or mechanically fastened and glued to the existing
	rodent barrier with adhesive, mastic, or caulk. Stitch staples shall be at a minimum size
	9/16-inch, type galvanized or stainless, and gauge 4M. Patches must be sealed and have a
	minimum number of 4 staples per patch.
U-4	Floor patch repairs shall include replacing damaged subsheathing materials. Does not
	include bringing flooring to finished condition. When patch is below carpeted areas,
	preserve finished floor covering as conditions allow. All floor patched must be air sealed.
U-5	Insulate and weather strip existing water heater closet access door. Insulation of access
	door shall be a minimum or R-11. Do not insulate access doors of combustion heating
	units. Includes installing and/or replacing closure mechanisms to ensure sufficient
	compression seal of access door.
	ACCESSORIES
V-1	Install or replace existing smoke alarm, with new 10-year lithium battery smoke alarm. Clearly label installed date.
V-2	Replace existing hard-wired smoke alarm, with new hard-wired smoke alarm with lithium battery backup. Clearly label installed date.
V-3	Install lithium battery operated Carbon Monoxide detector. Must have a minimum 5-year
•-5	warranty, an electrochemical sensor, a digital display that shows, current and peak levels
	as low as 15 ppm, and meet UL 2034 Standard. Current recommended model is Defender
	CA6150, or approved equivalent. All installed detectors must be clearly labeled with
	installed date. Educate client on use and hazards of CO poisoning.
V-4	Install plug-in CO detector, with tamper-resistant connection to a continuously energized
	120-v AC power source, not a switched plug or GFCI protected circuit. Must have a
	minimum 5-year warranty, an electrochemical sensor, a digital display that shows, current
	and peak levels as low as 15 ppm, and meet UL 2034 Standard. All installed detectors
	must be clearly labeled with installed date. Educate client on use and hazards of CO
	poisoning.
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	LIGHTING
	Fixtures that are installed shall be hard-wired LED fixtures that are UL listed, EnergyStar rated or equivalent energy use, fully warranted for one year after the date of installation and interior fixtures shall be with electronic ballast only. Exterior fixtures shall be constructed of UV resistant materials and rated for installation in damp or wet locations. Magnetic ballast fixtures are allowed on exterior only. Fixtures shall be installed in accordance with all applicable codes governing installation of electrical devices and shall be installed by a contractor licensed to perform this work. Replacement lamps must provide light output levels that meet or exceed the level of the bulbs that they are replacing.
W-2	Replace existing fixture with new LED fixture.
W-3	Replace existing fixture with new CFL Circline fixture.
W-4	Replace exterior fixture with new LED fixture.
W-5	Replace incandescent bulbs with new LED bulbs. Replacement bulbs must meet or exceed the light output levels of the bulbs they are replacing, with similar coloring, i.e. warm, daylight, etc.