



**PIERCE COUNTY  
REQUEST FOR PROPOSAL NUMBER 2013  
BIOSOLIDS TRANSPORT**

**RETURN PROPOSALS TO:**

Pierce County Procurement & Contract Services  
950 Fawcett Avenue, Suite 100  
Tacoma, WA 98402  
Phone: 253-798-7456

**PROPOSAL DUE DATE/TIME: Thursday, March 01, 2018, 4:00 PM**

Proposals must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, RFP Title and RFP Due Date clearly legible on the exterior prior to the date/time listed above.

**RFP ISSUED BY:**

Pierce County Procurement and Contract Services  
Attention: Jana Prince, Senior Buyer  
[pcpurchasing@co.pierce.wa.us](mailto:pcpurchasing@co.pierce.wa.us)  
253-798-7456

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## **RFP HOLDER'S LIST**

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All interested potential proposers must email the procurement contact on the front page of this RFP to request to be put on the Holder's list for this procurement in order to receive RFP addenda and additional procurement updates. **By requesting to be placed on the Holders list, firms will automatically be notified when new documents or changes relating to this procurement occurs.**

## **EXPECTED TERM OF RESULTING AGREEMENT**

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The expected term of the initial contract will be two (2) years with three (3), one (1) year automatic renewals available.

## **GENERAL INFORMATION**

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Pierce County Planning & Public Works Sewer Division ("County") provides municipal sewer service to approximately 60,000 residential, commercial and industrial customers throughout portions of incorporated and unincorporated Pierce County, Washington. The County currently owns, operates and maintains one centralized wastewater treatment plant, the Chambers Creek Regional Wastewater Treatment Plant (WWTP), located in University Place, WA.

Biosolids are the organic solid materials resulting from the wastewater treatment process that meet all applicable requirements under the Federal Clean Water Act (40 CFR Part 503), Washington Water Pollution Control Act (WAC 173-340), Model Toxics Control Act, and the biosolids management and associated regulations outlined in RCW 70.95J and WAC 173-308. Pierce County's biosolids management program is fully compliant with the rules set forth in Washington State's General Permit for Biosolids Management.

Pierce County produces approximately 2700 dry tons of biosolids per year at the Chambers Creek Regional Wastewater Treatment Plant. Currently, the County manages its biosolids through a process involving anaerobic digestion, dewatering, and direct drying in a high-heat drum dryer located onsite at the Chambers Creek WWTP. This process yields a 90% solids, pelletized biosolids product that meets U.S. EPA's Class A "Exceptional Quality" standards and is sold as SoundGRO® fertilizer. However, to accommodate increased plant capacity and planned maintenance periods and to provide for unanticipated equipment failure and distribution interruptions, the County must also maintain a viable plan for managing biosolids through off-site biosolids transport and beneficial use, such as through land application.

For more information about Public Works, please access the website at [www.piercecountywa.org/pwu](http://www.piercecountywa.org/pwu).

## **DESCRIPTION OF PROJECT**

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The purpose of this RFP is to secure the services of a qualified transportation contractor to deliver Pierce County's biosolids on a planned and on-call basis, from the Chambers Creek Regional Wastewater Treatment Plant to a third-party biosolids beneficial use facility or other location to be determined.

Biosolids transported under this contract will be primarily 15-22% solid cake meeting U.S. EPA's Class B biosolids standards. However, depending upon circumstance, transport of the County's 90% solid Class A "Exceptional Quality" biosolids may also be required. Class A biosolids transported under this contract may be packaged in 1-ton totes or loaded into bulk trailers from an overhead silo.

Pierce County is contracting separately for biosolids beneficial use through agricultural and/or silvicultural application, likely at sites in eastern Washington. However, as of the date of issuance of this solicitation, the biosolids beneficial use facility has not been formally identified. Additional information about delivery locations will be provided as it is available and details will be finalized with the winning contractor during contract negotiations.

The result of this RFP will be the award and negotiation of a Personal Services Agreement (PSA).

## **PRE-PROPOSAL CONFERENCE**

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A non-mandatory pre-proposal conference will take place at the Chambers Creek Regional Wastewater Treatment Plant on **February 21, 2018 at 1:00 PM**.

This is an active construction site, sturdy shoes are required. Open-toed shoes will not be allowed. If you have them available, please bring a safety vest and hard hat.

## **SCOPE OF WORK**

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The successful contractor will be responsible for transporting Pierce County's biosolids on both a planned and on-call basis, from the Chambers Creek Regional Wastewater Treatment Plant to a third-party biosolids beneficial use facility or other designated location. Specific delivery locations may vary as needed to safely and appropriately allow for biosolids beneficial use. To the extent practicable, the County will communicate delivery locations to the Contractor with as much lead time as possible.

### **Task 1: Planned intermittent biosolids transport**

This task involves daily transport of biosolids during periods of planned wastewater facility maintenance. Wastewater treatment facilities require infrequent, but regular, maintenance activities, some of which require temporarily shifting to Class B biosolids production. Typical planned maintenance periods require biosolids transport for up to a one week duration (up to a maximum of 3 weeks total per year, six days per week, 30-60 tons per day). To the extent practicable, such periods will be scheduled at least three weeks in advance, on a schedule mutually agreed upon by the County and the Contractor. This task also involves development and communication of spill response plans and other documentation necessary to safely transport County biosolids in full compliance of all applicable rules and regulations.

### **Task 2: On-call biosolids transport**

This task involves short-notice biosolids transport in response to unanticipated equipment failure or other urgent conditions. These services will be called upon only on an "as-needed" basis and may require response with only short notice (within 72 hours) for an unknown duration. The Division will request on-call hauling in full-day increments (30-60 tons per day), on a timeline and scheduling process agreed upon in advance with the Contractor. Biosolids transport may be required for as little as one day or for multiple weeks, depending upon circumstances. This task also involves development and communication of spill response plans and other documentation necessary to safely transport County biosolids in full compliance of all applicable rules and regulations.

For all activities conducted under this contract, the Sewer Division will:

- Treat all applicable biosolids to at least U.S. EPA Class B standards as outlined in WAC 173-308 (15-22% solid)
- Maintain all applicable local, state and federal permits related to Pierce County's production of biosolids

- Provide the Contractor with nutrient analysis and other data ensuring biosolids quality and regulatory compliance
- Provide the Contractor with site access, directions and other information relevant to the County's biosolids delivery location, in as timely a manner as possible
- Provide the Contractor with appropriate access to the Chambers Creek Regional Wastewater Treatment Plant, including site information for logistical planning purposes, site access, route information and updates on changing conditions, as needed

If the Contractor desires, Pierce County staff will operate the contractor's equipment in order to meet loading requirements and in emergency situations

## **SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES**

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In support of the tasks listed above in the Scope of Work, the selected Contractor must meet the following minimum requirements:

- Ongoing regulatory compliance – Contractor must possess and maintain all appropriate permits, plans, equipment, facilities and personnel necessary to safely accept, transport and deliver County biosolids in a manner consistent with all applicable state, federal and local requirements. Contractor must appropriately document biosolids transport as required by law and must produce such records as requested by the County.
- Operations in good standing – Contractor shall have in effect no current enforcement actions against their operations pertaining to biosolids transport. Contractor shall maintain a satisfactory safety record for the duration of this contract. This includes but is not limited to notices of violation, orders, penalties or other enforcement actions restricting relevant activities.
- Adequate hauling equipment – All equipment supplied and/or utilized under this contract must be of adequate design and condition to safely, satisfactorily and legally accept, transport and transfer biosolids as required over long distances (200 miles or more). This may include equipment required for positioning and loading of trailers at the Chambers Creek Regional Wastewater Treatment Plant, removing trailers from the loading facility and maneuvering empty trailers into position for loading, as specified.
- Hauling configuration and capacity – Contractor must be able to transport 15-22% solids U.S. EPA Class B biosolids (cake) at a rate of 60 wet tons per day, six days per week. Transport of 90% solids Class A "Exceptional Quality" biosolids may also be required. The County's Class A biosolids will be packaged into 1-ton poly totes on standard 40"x48" wooden pallets and/or may be loaded as loose bulk into Contractor's equipment.
- Spill response capabilities – Contractor must operate all equipment utilized under this contract in such manner as to prevent spillage during transport. However, in case of unavoidable spills, Contractor must promptly and adequately respond to spills in such a manner as to maintain regulatory compliance and minimize harm to the affected environment, people and equipment. Contractor must immediately report any spill incidents to the County and other appropriate parties, per spill response plans.
- Year-round availability – Contractor must be able to accept, transport and deliver biosolids on a year-round (12-month) basis.
- Timely mobilization – For services under Task 2, Contractor must be able to provide on-site services and response within 72 hours of official request.

## TIMELINES/SCHEDULE

	TIME	DATE
Question must be submitted, in writing, to the contact listed above	4:00 PM	February 20, 2018
<b>Proposals must be received by the Purchasing Department</b>	<b>4:00 PM</b>	<b>March 1, 2018</b>
Proposals will be evaluated and, if multiple proposers are deemed highly qualified, interviews may be held with the top three proposers		Approximately three weeks after due date
Estimated date of notice of intention to negotiate a contract with the selected proposer		Approximately six weeks after due date
Estimated date of contract execution.		Approximately eight weeks after due date

## SUBMITTAL CHECKLIST

For proposals to be considered the following must be included in your submittal:

	Name, address, email address and phone number of the firm making the proposal including the name and title of the person authorized to execute a contract on behalf of the firm.
	The names and number of years the firm has been in business under current or previous names or additional assumed business names.
	If needed, any additional services or procedures of benefit to the County not specifically required by this Request for Proposal, which the Contractor offers to provide.
	Letter of interest describing your capabilities and qualifications
	Statement of regulatory compliance and operations in good standing
	Washington State Department of Transportation (WSDOT) number
	Detailed description of your approach to each task listed in the Scope of Work
	Detailed description of additional qualifications relevant to this solicitation, including any contingency plans, established relationships with existing beneficial use facilities, special experience working with other biosolids-generating utilities, and any other relevant services or offerings
	Specifications for equipment to be used under this contract
	Name and qualifications of key personnel assigned to the project, clearly identifying the project manager(s) and any subcontractor(s) to be utilized
	References – Provide the names, phone numbers and email addresses for at least two (2) biosolids generators currently using your services.
	Examples of standard documentation (optional), including standard operating procedures, monthly reports, spill response plans, contract language, or other documents relevant to the services described in your proposal. ( <i>**Example documents will not count toward the proposal page limit.</i> )
	A separate page containing any statement outlining any proposed exceptions to the County's requirements or requested clarifications to the requirements or a statement stating N/A.
	Required Signature Page for Proposal and all Addendum(s) with a legally binding signature.
	Four (4) hard copies and one (1) electronic copy, in pdf format on CD, of the complete proposal. The proposals must be in a sealed envelope or appropriate packaging with the proposer's name, address, RFP title, RFP number and RFP Due Date clearly marked on the outside of the envelope/package. One copy must be marked "original" and contain a legally binding signature.

## COUNTY'S EVALUATION OF PROPOSALS

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### Reserved Rights and Procedures:

1. Pierce County expressly reserves the following rights:
  - a. To waive any and/or all irregularities in the proposals submitted.
  - b. To reject any or all proposals or portions thereof.
  - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
  - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
2. Pierce County may return unopened any proposal or modification received after the hour and date specified.

### Evaluation Criteria:

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offerors, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with other vendors to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

<b># points</b>	<b>Criteria</b>	<b>Submittal requirements</b>
40	<b>Approach to Work</b> – How do the vendor's proposed transport services meet the County's needs and requirements? Does the proposal comply with applicable regulations? Does the vendor offer any additional relevant services or benefits?	Proposal describing how the vendor will provide the services listed in the RFP, as well as any additional services of benefit to the County not specifically required.
35	<b>Capacity &amp; Availability</b> – Does the vendor have the facilities, equipment, resources, knowledge and commitment to provide timely services to meet the County's needs? Does the vendor demonstrate sufficient capacity to accept the quantity of biosolids associated with this contract?	Proposal describing how the vendor will provide the services listed in the RFP. Assurance of capacity. Equipment specifications.
25	<b>Qualifications &amp; Experience</b> – Does the vendor demonstrate a history of success, reliability and good regulatory standing? Does the vendor demonstrate future viability? How do the qualifications of the vendor and key staff meet the County's needs?	Description of qualifications. Names and roles of key personnel assigned to the contract. Contact information for at least two biosolids generators currently using similar services. Assurance of good regulatory standing.

**REQUIRED SIGNATURE PAGE FOR PROPOSAL**

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I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

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

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

**ADDENDA:** Firm acknowledges receipt of add addenda through number \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

MAIN CONTACT INFORMATION, if different than named above:

Printed Name and Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**ATTACHMENT A – SAMPLE PERSONAL SERVICE AGREEMENT**

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\*\*Attached – next page\*\*

**ATTACHMENT B – CONTRACT COMPLIANCE REQUIREMENTS FOR LOCAL PREVAILING WAGE SERVICE AGREEMENTS**

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\*\*Attached – following Attachment A\*\*



# PERSONAL SERVICES AGREEMENT

CONTRACT NO. **Contract Number**

Contractor's Legal Name, hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

- General Conditions** pages 2 to 6
- Exhibit A** (Scope of Work) pages. to
- Exhibit B** (Compensation) pages to
- Exhibit C** (Contract Compliance) pages to
- Exhibit D** (any Special Provisions) pages to

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.

**Term of Agreement:** \_\_\_\_\_through \_\_\_\_\_, unless terminated or renewed elsewhere in the Agreement.

Maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$ \_\_\_\_\_.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

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

**CONTRACTOR:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

**PIERCE COUNTY:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Recommended:

\_\_\_\_\_  
Finance Date

Approved:

\_\_\_\_\_  
Department Director Date

\_\_\_\_\_  
Pierce County Executive (\$250,000 or more) Date

**CONTACT INFORMATION**

	<b>Contractor</b>	<b>Pierce County Department</b>	<b>Pierce County Purchasing Agent</b>
Name			Kenneth L. Matthews
Title			Purchasing Agent
Phone			253-798-7456
Cell			
Fax			253-798-6699
Email			kmatthe@co.pierce.wa.us
Address			950 Fawcett Ave, Suite 100 Tacoma, WA 98402

**GENERAL CONDITIONS**1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

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

7. Taxes:

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

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

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

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

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

#### 14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

#### 15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

#### 16. Venue and Choice of Law:

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

**17. Withholding Payment:**

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

**18. Future Non-Allocation of Funds:**

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

**19. Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**20. Patent/Copyright Infringement:**

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

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

**21. Disputes****a. General**

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

**b. Notice of Potential Claims**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

## c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

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

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:

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

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

Contractor Name: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Contract No. \_\_\_\_\_

**EXHIBIT "B"**  
(COMPENSATION)

**EXHIBIT "C"**  
**CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**  
Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

**A. MWBE DIRECTORY ASSISTANCE**

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42<sup>nd</sup> St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

**B. EQUAL EMPLOYMENT OPPORTUNITY:**

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

**D. E-VERIFY DECLARATION**

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at [www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum](http://www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum) .

The Federal E-Verify Program is a web based application and can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify) .

**E. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

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

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

State of Washington, County of \_\_\_\_\_

As an authorized representative of the firm of \_\_\_\_\_, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

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

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

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS**

Check appropriate statement below:

**Our firm will perform all contracted scope of work tasks.**

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

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

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

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

Revised (6/99)

Contractor Name: \_\_\_\_\_

Contract No. \_\_\_\_\_

**PERSONNEL WORKFORCE DATA FORM**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

PROJECT \_\_\_\_\_

PROJECT # \_\_\_\_\_

CONTRACT WORK HOURS (if applicable) \_\_\_\_\_

TYPE OF SERVICE PROVIDED \_\_\_\_\_

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

Contractor Name: \_\_\_\_\_

Contract No. \_\_\_\_\_

**EXHIBIT D  
SPECIAL PROVISIONS**

**CONTRACT COMPLIANCE REQUIREMENTS  
FOR LOCAL PREVAILING WAGE SERVICE AGREEMENTS**

**PROJECT: BIOSOLIDS TRANSPORT**

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**PREVAILING WAGE RATE INFORMATION**

This project requires the payment of prevailing wages per chapter 39.12 RCW. Workers shall receive no less than the prevailing rate of wage for their work on this locally funded project.

Prevailing Wage Work means work, construction, alteration, repair or improvement that is performed at a cost to the state or any other public agency. This includes, but is not limited to, construction, reconstruction, maintenance, replacement or repair such as demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction.

To find applicable wage rates please follow the following steps:

1. Access the L & I website  
at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
2. Look up applicable wages/benefit codes using the project award date.
3. This project will be located in Pierce County. If prevailing wage work will be performed outside of Pierce County, select the county appropriate to the location of work.
4. A copy of prevailing wage rates for this project are available at the Pierce County Procurement & Contract services office for review. A copy may also be mailed to you upon request. Please contact Pierce County Contract Compliance for additional information at 253-798-7456.

**REQUIREMENTS FOR THIS PUBLIC WORKS PROJECT ARE LISTED IN THE FOLLOWING SECTIONS:**

- Section I      General Information**
- Section II     MWBE Requirements**
- Section III    Labor Standards Requirements**
- Section IV    Documentation Requirements**

**SECTION I.      GENERAL INFORMATION**

It is the policy of the Pierce County Executive and County Council to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment.

In accordance with Initiative 200 and RCW [49.60](#), bidders seeking to do business with Pierce County shall not give preference in the award of subcontracts to any person or firm or discriminate against any person or firm on the basis of 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.

Pierce County will take measures necessary to ensure nondiscrimination in all contracts, programs and activities to help remedy the effects of discrimination against minorities and women, and to prevent the County from directly or indirectly participating in or perpetuating the effects of such discrimination.

All parties doing business with Pierce County are encouraged to utilize local businesses and County residents where qualifications and cost effectiveness are deemed competitive.

**SECTION II.      MBE & WBE PARTICIPATION**

**A.      GENERAL INFORMATION**

1. Pierce County has analyzed the engineer’s estimate for this project and has determined that opportunities for subcontracting are available within the scope of work. Bidders are encouraged to solicit proposals from MWBEs and award subcontracts to MWBEs whenever possible.
2. Participation may be on a direct basis in response to this Invitation to Bid or as a Subcontractor to a Bidder. No minimum level of MWBE participation shall be required as a condition for receiving an award. Bids will not be rejected or considered non-responsive if they do not include MWBE participation. It is incumbent upon all Bidders to ensure that Subcontractors/suppliers are selected in a manner that is fair and equitable based on competitive and cost effective bids received in the solicitation process.

**III. Labor Standards Requirements**

**A.      MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS**

1. This section specifies the Minimum Prevailing Wage requirements and other Labor Standards requirements, which are applicable to this County contract. Prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 are applicable to this locally-funded public works project.

2. Provisions of Prevailing Wage law (RCW 39.12) state in part that: "The hourly wages to be paid laborers, workman or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wages for an hour's work in the same trade or occupation in the locality within the state where such labor is performed...".
3. The Contractor and each Subcontractor shall, on or before the date of commencement of work, file an Intent to Pay Prevailing Wage form. The form must be approved by the Washington State Department of Labor and Industries (L&I) prior to first payment.
4. The Contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the L&I.
5. Questions concerning prevailing wages shall be referred to the Contract Compliance Office located in the Pierce County Finance department at (253) 798-7456 or the L&I-Prevailing Wage Division in Olympia at (360) 902-5335.

#### B. UNDERPAYMENT OF WAGES OR BENEFITS

1. If employees are improperly paid prevailing wages, wage restitution will be promptly made for underpayment of and/or benefits by the Contractor, or any Subcontractor, to such laborers or mechanics when directed to do so by Pierce County or by the L&I.

#### C. PAYROLLS

1. Certified payroll records will be maintained by each and every contractor, subcontractor and sub-tier on the project for three years from the date of acceptance of the project.
2. Records will be kept in accordance with WAC 296-127-320 and submitted to the Pierce County upon request for inspection at any time.
3. Submission of certified payrolls includes the submission of any approved 4/10 agreement that may exist for employees employed on the project.

#### D. PAYROLL DEDUCTIONS

1. Deductions shall be made in compliance with the requirements of federal, state, and local laws, such as federal income and social security taxes.

#### E. EMPLOYMENT OF APPRENTICES

1. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform when they are employed and individually registered in an approved apprenticeship or training program registered with the Washington State Apprenticeship Training Council.
2. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.

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

1. Owners-operators, partners, sole proprietors and/or officers of firms providing labor on this contract, must keep accurate records of the time they work on the public works in accordance with WAC 296-127-320.

G. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

1. The approved Statement of Intent to Pay Prevailing Wage forms for all contractors, subcontractors and sub-tiers employed on this contract are to be visibly posted where all employees have ready and free access to inspect their contents.
2. Forms to be posted on projects over \$10,000:
  - Approved copy of prime and all subcontractors Intent to Pay Prevailing Wages accessible to all employees.
  - Copy of the wage rates applicable to the project if Intent is not yet approved AND a phone number and address of the Industrial Statistician of Department of Labor and Industries where a complaint or inquiry may be made.
  - If not feasible to post on jobsite, other posting procedures may be used as outlined in [RCW 39.12.020](#)
3. Other posters as required by state, federal or local law or ordinance.
  - Information about State and Federal posting requirements can be found here: <http://www.lni.wa.gov/FormPub/questions.asp>
  - Link to State and Federal Agency poster list: <http://www.lni.wa.gov/IPUB/101-054-000.pdf>
  - Contractors should be aware of potential additional posting requirements for local jurisdictions.

H. PAY REQUESTS

1. No initial payment request will be approved until an approved copy of the Statement of Intent to Pay Prevailing Wages has been received by Contract Compliance for the contractor and each subcontractor performing work under the contract.
2. All payment requests must be accompanied by a statement from the contractor certifying that the prevailing wages for all work have been paid in accordance with the approved Statement(s) of Intent To Pay Prevailing Wages on file with the public agency. (RCW 39.12.040)

I. BREACH OF LABOR STANDARDS PROVISIONS

1. In addition to any other causes for termination, Pierce County reserves the right to terminate this contract if the Contractor or any Subcontractor breaches any of these Labor Standards Provisions.

J. RESPONSIBILITY OF PRIME CONTRACTOR

1. It is incumbent upon the prime Contractor to read, understand, and comply with the project requirements as stated in the contract specifications. Any contractor of any tier performing work on this contract is subject to these requirements and should be so informed by the prime contractor. Timely progress payments can be dependent upon the submittal of required documentation. Contact the Contract Compliance Office if you have questions at (253) 798-7456.

## SECTION IV. DOCUMENTATION REQUIREMENTS

1. The Contractor and each Subcontractor shall submit the required documentation listed below. Failure to submit documentation may result in withholding of all or a portion of any progress payment or a timely release of final payment.
2. Required documents list:
  - Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid - Prime and all Subcontractors performing prevailing wage work.
  - Pierce County Required forms
3. Additional Filing Requirement for 5 Year Service Contracts:

*In order to ensure current wages for employees on this contract, Pierce County requires that Contractors working on this project file a yearly Statement of Intent to Pay Prevailing Wage (intent) and Affidavit of Wages Paid (affidavit) if they are providing prevailing wage services. Intents should be approved prior to the beginning of the contract year, and affidavits approved as soon as the contract year is complete. The contractor will update the award date of the contract by one calendar year for each intent filed after the first.*

*The contractor may need to adjust the prevailing wage paid to its employees to comply with the effective prevailing wage rates for the period. If wages must be adjusted, the contractor must notify Pierce County of the change within 30 days prior to the anniversary date of this contract. In accordance with this document, the County agrees to add the adjusted amounts paid by the contractor that are incurred as a result of updated wages, as long as detailed documentation is provided. Contractor billings to Pierce County will be adjusted to reflect the new rates once rates are approved.*

## **PIERCE COUNTY E-VERIFY PROGRAM:**

### **E-VERIFY REQUIREMENTS:**

- A. As a condition for the award of any County contract for public works in excess of \$100,000.00 or any other County contract in excess of \$25,000.00, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The conditions of this Section shall not apply to contracts that:
  1. Are only for work that will be performed outside the United States;
  2. Are for a period of performance of less than 120 days; or
  3. Are only for:
    - a. Commercially available off-the-shelf items (COTS) as defined by federal law;
    - b. Items that would be COTS items, but for minor modifications;
    - c. Items that would be COTS items if they were not bulk cargo; or
  4. Provide commercial services that are:
    - a. Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
    - b. Performed by the COTS provider; and
    - c. Are normally provided for that COTS item.
- B. Contractors shall be required to continue participation in the E-Verify program throughout the course of their business relationship with the County.
- C. If a Contractor described in subsection A. uses a subcontractor whose work in connection with the performance of the contract would be subject to the requirements of subsection A. were the contract to be with Pierce County, the subcontractor shall, as a condition of contract, certify to the contractor in a manner that does not violate federal law that the subcontractor has registered and is participating in the E-Verify program and will not knowingly employ or contract with an unauthorized alien.

### **Enforcement of E-Verify Contract Terms.**

- A. The Contractor must provide certification of enrollment with bid submittal. The Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the contractor or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment.
- B. The County shall suspend a contract with any business entity or contractor that the United States Attorney General or the Secretary of Homeland Security has found to have been in violation of 8 U.S.C. § 1324a should the business entity or contractor fail to correct the violation within 30 business days of receiving notice of the violation from the United States Attorney General or the Secretary of Homeland Security.
- C. Any suspension for E Verify noncompliance shall terminate one business day after a legal representative of the business entity or contractor submits, at a County office designated by the Executive, a declaration signed under penalty of perjury of the laws of the state, in the form provided by the County, stating with specificity that the violation has ended.

The Federal E-Verify Program is a web-based application that can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify).