

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Keri Larson

Department: Public Services

Requested Agenda Date: 02/23/2021

Presenting: Lisa Freund

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement

033 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Execute a contract between Yakima County and Integrity Contractors, LLC.; for HM19-006, Jose I & Karla M. Hernandez.

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

This project is fully funded by HOME Investment Partnership Program federal funds and/or local 2060 grant funds. Contract amount is \$58,665.60

Background Information:

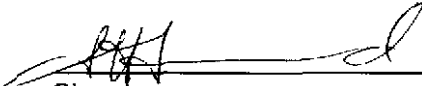
Low bid was awarded by the Board of County Commissioners on September 15th, 2020 through Resolution 274-2020. Contract documents have been reviewed and approved by Yakima County Office of Corporate Counsel.

Summary & Recommendation:

The HOME Program Manager recommends the execution of the contract by the Yakima County BOCC to Integrity Contractors, LLC.; For HM19-006, Jose I. & Karla M. Hernandez, 2507 Band Wagon Ln. Yakima, WA 98903.

Motion:

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

Late Agenda Requests Require BOCC Chairman Signature:

ow

033 - 2021

PUBLIC WORKS CONTRACT

Yakima County, WA

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2nd Street, Yakima, Washington 98901, and a licensed contractor registered with the State of Washington, hereinafter referred to as "Contractor", more specifically identified as:

Contractor Name: Integrity Contractors, LLC.

Mailing Address: 2505 S. 10th Ave.

City, State, Zip Code: Union Gap, WA 989803

Federal Tax I.D. #: 84-2991173

WA Contractors License #: INTEGCL812OW

U.B.I. #: 604-417-361

PROJECT # & DESCRIPTION:

HM19-006 - Crawlspace, Insulation, Roof, Siding, Window, House Numbers, Walls & Ceilings, Floors, Fireplace, Smoke & Carbon Monoxide, Bathroom Accessibility, Plumbing, Mechanical, Electrical

SECTION 1. CONTRACTOR SELECTION

The Contractor was selected by the County to perform the public work for the Project identified in SECTION #4 using:

- Sealed Competitive Bids, *(Projects Costing \$350,000 or more.)*
- Small Works Roster Process, *(Projects Costing less than \$350,000.)*
- Telephonic or Written Quotations, *(Projects Costing less than \$50,000.)*
- Telephonic or Written Quotations, *(Projects Costing less than \$10,000.)*
- Emergency Contract, *(Board of County Commissioners must declare an Emergency.)*

All documentation relating to the contractor selection is attached hereto and shall become a part of this Agreement.

SECTION 2. PURPOSE

Contractor was selected utilizing the public bidding process per RCW 39.04.280(1)-(4) or RCW36.32.250. The purpose of this Agreement is to set forth the scope of project, compensation, scheduling, insurance and other items as set forth below.

SECTION 3. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the bid proposal, addenda issued prior to execution of this Agreement, and change orders issued after execution of this Agreement. The Contract Documents constitute the contract and are as fully a part of the contract as if attached to this Agreement or repeated herein

and represent the entire and integrated Agreement between the parties hereto and supersede prior negotiations, representations or Agreement, either written or oral.

SECTION 4. THE WORK OF THIS CONTRACT

The Contractor shall do all work and furnish all tools and equipment for HM19-006, Jose I. & Karla M. Hernandez, 2507 Band Wagon Ln. Yakima, WA 98903

and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder's completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental Agreements, and any change orders, all of which are incorporated by reference and made a part of this Agreement. In the event of any conflict between terms or provisions contained in the following with those provided in the incorporated documents, the explicit provisions contained here shall control over those provided in incorporated documents.

SECTION 5. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1. The date of commencement of the work shall be fixed in letters of notice to proceed from the County.

5.2. The contract time shall be from _____ to _____ or 40 working days as specified in the Special Provisions of this Contract.

SECTION 6. THE CONTRACT SUM

The County shall pay the Contractor for the actual work performed, the contract amount in current funds for the Contractor's performance of the contract. The Contract amount shall be as set forth in the bid proposal and shall not exceed: \$ 58,665.60 including WSST, not including any change orders to the contract.

SECTION 7. PROGRESS PAYMENTS

Should the time of performance of this Agreement exceed 30 days, the Contractor shall be entitled to a progress payment once monthly based on work completed less prior payments.

SECTION 8. RETAINAGE

8.1 _____ This project meets the requirements of RCW 39.04.155(3), Limited Public Works Process, and is not subject to retainage as required by RCW Chapter 60.28.

OR

8.2 This project is subject to retainage Pursuant to RCW 60.28.011, a sum of 5-percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the Agreement. Monies retained under the provisions of RCW 60.28.011 (4) (a)- (b) shall, at the option of the Contractor, be:

8.2.1. _____ Retained in a fund by the County,

OR

8.2.2. _____ Deposited by the County in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the County and are not to be allowed to be withdrawn without the County's written authorization. The County will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues. At the time the Contract is executed the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The County may also, at its option, accept a bond in lieu of retainage.

8.3. Release of the retainage will be within 60-days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28.011 (4) provided the following conditions are met:

8.3.1. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.

8.3.2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the County (RCW 39.12.040).

8.3.3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

8.3.4. Washington State Department of Labor and Industries shows the Contractor is current with payments of industrial insurance and medical aid premiums.

8.3.5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the County sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

SECTION 9. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the contract except for the Contractor's responsibility to correct any defective work as determined by the County, and to satisfy other requirements, if any, which extend beyond final payment.

SECTION 10. NOTICE

Any notice required under this Agreement shall be made by first class United States mail, to:

Yakima County:

Yakima County Public Services
Attn: Keri Larson, HOME Housing Specialist
128 N. 2nd St. 4th Floor
Yakima, WA 98901

Contractor:

Integrity Contractors, LLC.
Gabriel Gonzalez
2505 S. 10th Ave.
Union Gap, WA 98903

SECTION 11. TERMINATION

- 11.1 Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed in Section 10.
- 11.2 If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
- 11.3 If the funds the County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 11.4 If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

SECTION 12. BONDS AND INSURANCE

- 12.1 A performance bond under RCW39.08.010 (✓) Will be () Will not be posted in the amount of \$ 58,665.60 by the contractor.
- 12.2 If the performance bond and retainage is waived the county retains the right of recovery against the contractor for any payments made on the contractors' behalf.
- 12.3 At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.
 - 12.3.1 Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement.
 - 12.3.2 Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- 12.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 12.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
- 12.4.1 The Contractor's insurance coverage shall be primary insurance as respects those who are Additional Insureds under this Agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
- 12.4.2 The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 12.5 Verification of Coverage. Prior to execution of this Agreement, Contractor shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

SECTION 13. INDEMNIFICATION

- 13.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the County and its officers, officials, employees, agents, and volunteers harmless from and against all claims, damages, losses, or expenses including without limitation attorney fees, court costs, or other alternate dispute resolution costs arising out of or resulting from the performance of work under this Agreement, provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, personal injury, or property damage caused in whole or in part by the negligent acts, errors, or omissions of Contractor, Contractor's subcontractors, anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable.
- 13.2 Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, with respect to any action brought by any employee of the Contractor against the County and its officers, employees, agents, and volunteers, Contractor specifically and to the fullest extent allowed by law waives any immunity granted under Title 51 RCW. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, respect to any action brought by any employee of the subcontractor against the County or any of its officers, employees, agents, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.
- 13.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- 13.4 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 14. PREVAILING WAGE

- 14.1 The contractor will follow all prevailing wage laws according to RCW 39.12, <http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
- 14.2 The contractor will submit Intent to Pay Prevailing Wage statements for the contractor and all sub-contractors prior to the first payment being made.
- 14.3 The contractor will submit Affidavits of Wages Paid statements for the contractor and all sub-contractors at the completion of the project.

SECTION 15. INDEPENDENT CONTRACTOR

The parties agree that, for the purposes of this Agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers' compensation or employer's liability insurance as required by state law.

SECTION 16. NONDISCRIMINATION

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

SECTION 17. LAWS, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

SECTION 18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SECTION 19. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

SECTION 20. ATTORNEY'S FEES

In the event that either party shall be required to bring any action to enforce any of the provisions of this License Agreement, or shall be required to defend any action brought by the other party with respect to this License Agreement, and in the further event that one party shall prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts, and as provided for at RCW39.04.240 for awarding attorneys' fees for Public Works contracts.

SECTION 21. SEVERABILITY

If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

SECTION 22. RECORDS

The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Contractor shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Contractor's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

SECTION 23. OWNERSHIP OF MATERIAL

Material created by the Contractor and paid for by the County as part of this Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

SECTION 24. DOUBLE PAYMENT PROHIBITED

The Contractor shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Contractor shall deduct the amount from the next regular billing.


SECTION 25. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principles or Subcontractors becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

This Agreement is entered into on the ____ day of _____ 20_21_ and is executed with at least three original copies, which shall be delivered to the Contractor, the Public Services Project Manager, Public Services Accounting Department.


CONTRACTOR:

Integrity Contractors L.L.C.
Company Name

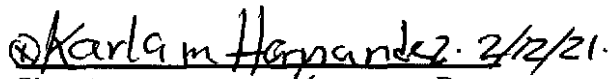
 2/12/21
Signature Date

Noheми Gonzalez
Signer's name printed or typed

HOMEOWNERS:

 2/12/21
Signature Date

José I Hernandez
Signer's name printed or typed

 2/12/21
Signature Date
BY José I Hernandez
A.I.F.

Signer's name printed or typed

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number
R-HM19006-1

BOCC Agreement

033 - 2021

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Vicki Baker, Commissioner

LaDon Linde, Commissioner

DATED FEB 23 2021

Attest:

Julie Lawrence, Clerk of the Board

Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENT, That _____, as "PRINCIPAL", and _____, a corporation authorized to do business in the State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal sum _____ Dollars (\$ _____) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on _____, 2021, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of for _____ according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this _____ day of _____, 2021.

CONTRACTOR:

**BOARD OF YAKIMA COUNTY
COMMISSIONERS:**

Company Name

Ron Anderson, Chairman

Signature

Vicki Baker, Commissioner

Signer's name printed or typed

LaDon Linde, Commissioner

Attest: Julie Lawrence, Clerk of the Board
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

Name & Address of Local Office of Agent:

Bond Number

Yakima County Contract Number:

Attachment A

- **Contractor Bid Submittal Packet**
- **Any Amendments as applicable**

Attachment B:
Additional Sections Pertinent to the
Yakima County Rehabilitation Loan Program

Additional Sections Pertinent to the Program

SECTION 26. THE COUNTY

Shall be the Owner's technical and coordinating consultant prior to and during construction for the duration of the project, from application to completion. County assumes no liability or responsibility for the performance of the Contractor or the Owner in relation to this Contract. County will advise and consult with the Owner and Contractor, and all construction related Owner/Contractor communication shall be issued through County. The County shall hold funds for the parties and disburse those funds to the Contractor solely on the basis of this Contract, and only upon the signed approval of County Staff, certifying that the required work has been completed in a satisfactory and acceptable manner.

SECTION 27. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If Contractor fails to complete the work by the date specified in the Contract, Owner, through the County shall withhold as liquidated damages the amount of One Hundred Dollars (\$100.00) per calendar day that the work remains incomplete beyond the specified completion date herein, unless an extension of time has been granted by County. In the event County grants an extension of time, Contractor shall pay the County One Hundred Dollars (\$100.00) per calendar day for each day the work remains incomplete beyond the date allowed by the extension of time. "Complete" for the purposes of this section, means that all work specified in the Building Plans and Scope of Work approved by COUNTY is fully finished, the Property is cleaned of all building materials, and Contractor has no equipment, property, unused building materials, or debris onsite. Contractor hereby authorizes the County to deduct such liquidated damages from the amount due, or to become due, the Contractor. Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligations and liabilities in respect to the fulfillment of the entire Contract. Liquidated damages shall not be assessed against Contractor for any days for which an extension of time has been granted.

SECTION 28. INSPECTION

Contractor shall permit officials of the United States government, Washington State government, and County to inspect work performed hereunder, as well as to inspect Contractor's books, records, correspondence, drawings, receipts, vouchers, payrolls, agreements, and other papers which relate to work performed under this Contract. Contractor shall preserve the aforementioned records for three (3) years after payment hereunder. Owner shall permit officials of the United States government, Washington State government, the governmental jurisdiction in which the property is located, and County to inspect work performed hereunder. Execution of this Contract by the Owner specifically and irrevocably grants and authorizes County full and final authority to inspect and review construction progress and determine the acceptability of all County construction work on Owner's behalf at any stage of this Project and its construction.

SECTION 29. OWNER'S RESPONSIBILITIES:

Owner shall permit Contractor to use, at no cost, existing facilities on the premises including, but not limited to, light, electricity, and water which are necessary to carry out the completion of work under this Contract. Owner shall cooperate with Contractor to facilitate the performance of work in all reasonable ways including, but not limited to, the removal of rugs, coverings, furniture, and appliances, as necessary. Owner shall be responsible for all costs pertaining to the installation or reinstallation of the following items: (a) Telephone service; (b) Television and/or cable service; (c) Television antenna. Owner hereby agrees to remove all possessions from the home prior to the initiation of construction work. Should Owner choose not to remove all furnishings and possessions, Owner hereby assumes all responsibility for damage to and/or loss of their furnishings and possessions, and agrees to bear all costs for said damage and/or loss and hold harmless and indemnify County for any loss or damage. Owner shall advise his or her homeowner's insurance agent of their participation in the County Rehabilitation Loan Program and of the construction work and possible vacancy of the premises in relation to the work.

SECTION 30. CONTRACT PROVISIONS

Contractor shall abide by the following Federal and State regulations and requirements, if applicable.

1. Executive Order 11246, as Amended.
2. Fair Housing Act
5. Standard Equal Employment Opportunity Construction Contract Specifications, Goals and Time Tables.
6. Title VI Clause.
7. Section 3 Clause of the Housing and Urban Development Act of 1968.
8. Section 109 Clause of the Housing and Community Development Act of 1974, as Amended.
9. Section 504 of the Rehabilitation Act of 1973, as Amended.
10. Age Discrimination Act of 1975, as Amended.
12. Segregated Facilities Clause.
13. Flood Insurance.
14. Lead-Based Paint.
15. Access to Records/Maintenance of Records Clause.
16. Conflict of Interest Clause.
18. Copeland Act.
19. Uniform Grant Guidance (UGG), Uniform Guidance (UG), or 2 CFR 200.

Contractor shall also abide by all federal, state, and local laws and regulations not specifically outlined above while working on this Project.

SECTION 31. BREACH OF CONTRACT AND DEFAULT

1. **OWNER:** Upon breach by Owner of any conditions within this Contract the County and/or Contractor shall send to Owner written notice at their address listed herein by registered or certified mail, return receipt requested, setting out with particularity the nature of the breach. If within seven (7) days after the mailing of such notice, the Owner has not satisfactorily remedied all breaches, the COUNTY and Contractor may declare this Contract in default. In the event of legal action arising out of this Contract, the County and Contractor shall be entitled to the award of court costs and reasonable attorney's fees, including those for appeal, arbitration and/or mediation, as determined by the court.

The foregoing shall not in any way limit or restrict any right of remedy at law or equity which would otherwise be available to the County, and/or Contractor.

2. **STOP WORK ORDER:** In addition to all other remedies afforded by law, the County may, upon Owner's or Contractor's default, issue a stop work order on the construction project; determine the value of the work completed by the Contractor to date; and extend payment to the Contractor for the full value of that work. In the event of legal action arising out of this Contract, County shall be entitled to the award of court costs and reasonable attorney's fees, including those for appeal, arbitration and/or mediation, as determined by the court. The foregoing shall not in any way limit or restrict any right of remedy at law or equity which would otherwise be available to the County.

Certification of Compliance with Wage Payment Statutes Form

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.)

A public agency may include the form in the bid documents issued to all contractors as a matter of information, but should not require that the form be submitted as part of the bid, in order to avoid a potentially non-responsive bid if a bidder fails to submit the form as part of the bid, avoid bid protests, and simplify what must be submitted with the bid.

The following form was created and reviewed by MRSC staff in June 2017 to help cities, counties, and special purpose districts meet this requirement and obtain the necessary information from bidders. This form is designed to be used "as-is," with minimal modifications to tailor it to your own jurisdiction, but you may modify it further if necessary or use it as a basis to develop your own certification form. The "bid solicitation date" to be filled in on the form is the date the public agency solicited bids (either by an advertisement or soliciting bids through the Small Works Roster process).



Yakima County Public Services

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*