



HOMEWISSE SINGLE-FAMILY WEATHERIZATION PROGRAM CONTRACTOR APPLICATION AND QUALIFICATION PROCEDURES

I. Overview

Issuing Agency - This Contractor Application and Qualification document is issued for the HomeWise Program (hereinafter referred to as the “Program”) of the City of Seattle’s Office of Housing (hereinafter referred to as the “City”).

Purpose – This document provides the procedures for **full service weatherization contractors** (hereafter referred to as “Contractors”) to apply and qualify for the HomeWise Single-Family Weatherization Contractor Roster (hereafter referred to as the “Roster”). Contractors who are on the Roster are eligible to bid on single-family weatherization jobs for the HomeWise Program.

This document and associated Attachments and Exhibits further describe the Program, the specification for the weatherization work, and the bidding and award procedures for procuring Contractor services.

Contracts are issued on a per-job basis through the bidding and award processes described herein. All contracted work is subject to the terms and conditions specified in this documentation.

Documentation Outline – The documentation includes the following:

- **Contractor Application and Qualification Procedures** (this document): Provides overview and instructions for applying and qualifying for the Roster.

The following are associated Exhibits and Attachments. **Exhibits** are explanatory and must be retained by the Contractor for reference; **Attachments** must be completed and/or signed and returned by the Contractor.

- **Exhibit A: Weatherization Work Specifications:** Describes work scope, specifications, and requirements.
- **Exhibit B: Single-Family Weatherization Contractor Qualifications:** Contains Program qualification requirements.
- **Exhibit C: Single Family Weatherization Procurement Procedures:** Provides details of the procedures the Program uses to procure weatherization work from Contractors on the Roster.
- **Attachment 1: Contractor Information Form:** Information on Contractor’s company, finances, capabilities, and references.

- **Attachment 2: Contractor Unit Price List:** The measures for which Contractors submit their unit prices. As described herein, unit prices will be applied to each job to determine each Contractor's bid.
- **Attachment 3: Bidding and Contracting Requirements:** Legal requirements for bidding and contracting under City and Limited Public Works guidelines.
- **Attachment 4: Contractor Application Face Sheet:** Cover sheet to include along with application materials, to be signed and notarized.

II. Program Scope and Description

The Program provides weatherization services for low-income, single-family households located within the City and Seattle City Light service territory. Single-family households served may be located in structures containing between one and four dwelling units. Clients served include both owners and renters who meet income eligibility requirements.

By providing weatherization services, the Program aims to:

- Reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the home; and
- Enhance client health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/CO detectors.

Program field staff conduct weatherization audits on each household served. The work is contracted out to Contractors on the Roster through bidding and award procedures described herein. Contractors complete the work specified according to Program specifications. Program field staff inspect the work and approve it for payment.

Program Funding - Weatherization funds are provided by the Department of Energy (DOE), Bonneville Power Administration (BPA), the State of Washington through the Energy Matchmaker Program (EM), Seattle City Light (SCL), Puget Sound Energy (PSE), and Department of Health and Human Services (HHS). The funds are administered by the State of Washington's Department of Community, Trade, and Economic Development (CTED) and the City of Seattle.

II. Single-Family Weatherization Work Synopsis

Each single-family weatherization job includes one or more measures to improve the energy and thermal efficiency of the home, and/or enhance the health and safety of the home's occupants.

The most commonly called for measures include insulating and air sealing the building shell and ductwork, installing or repairing windows and doors, installing ventilation fans, making minor structural repairs, and installing such items as thermostats, carbon monoxide detectors, and smoke detectors. The work requires technical diagnostic testing including blower door testing, combustion safety analysis, and zonal pressure testing. Contractors are also required to arrange for specialty subcontractors such as plumbers and licensed electricians as required.

All work must meet all Program requirements and pass Program inspection in order to be approved for payment. For a full description of the work and Program specifications, see **Exhibit A: Weatherization Work Specifications**.

All work is also subject to contractual requirements mandated by the City of Seattle and the State of Washington under public works contracting law. See **Attachment 3: Bidding and Contracting Requirements**.

III. Contractor Qualification Requirements

In order to qualify for the Roster, Contractors must have the qualifications specified in:

- **Exhibit B: Single-Family Weatherization Contractor Qualifications** – Contains Program qualification requirements.
- **Attachment 3: Bidding and Contracting Requirements** - Contains bidding and contractual requirements mandated by the City of Seattle and the State of Washington under public works contracting law.

Contractors must maintain all requirements in order to remain on the Roster and be eligible to bid on weatherization work.

The Program reserves the right to modify the qualifications as necessary to serve the needs of the Program and its stakeholders. The Program will make every effort to give advance notice of such modifications and to assist current Contractors in obtaining any new qualifications.

IV. Procurement Procedures

All work is bid, awarded, and contracted on a per-job basis. Each job consists of measures identified by Program field staff through their complete weatherization audit.

Bids are based on unit price lists provided to the Program by each Contractor. The Contractor submits an initial price list when applying for the Roster. Thereafter, the Contractor may adjust its price list by the process outlined herein.

The Program awards jobs based on bid amount and other non-price eligibility requirements, including the capacity to complete the job in the timeframe specified.

A full explanation of these procurement procedures is contained in:

- **Exhibit C: Single Family Weatherization Procurement Procedures**

V. Contractor Application and Qualification Process

Contractors can apply for the Roster at any time by submitting the following completed documentation:

- Attachment 1: Completed Contractor Information form, including references and all documentation specified therein:
 - Proof of insurance in the amounts specified
 - Business license and registration
 - Statement from banker or accountant
 - Description of experience questions, including evidence of required certifications.
- Attachment 2: Completed Unit Price List (note, prior to bidding, the Program will need this in electronic spreadsheet format so that the Program can import it into the database)
- Attachment 3: Signed Bidding and Contracting Requirements
- Attachment 4: Application Face Sheet (signed and notarized).

All documents should be submitted to:

John Flynn, HomeWise Program Director
City of Seattle Office of Housing
PO Box 94725
Seattle, WA 98124-4725

Acceptance of Terms - By submitting application materials for the Roster, the Contractor accepts all terms and conditions specified herein, as well as all City, State and Federal regulations and requirements pertaining to the operation of the solicited services. The Program reserves the right to introduce additional terms and/or conditions as necessary.

Right to Reject and/or Cancel - The Program reserves the right to reject any or all applications if such a rejection is in the Program's best interest. Application and qualification on the Roster is not to be construed as an offer, guarantee or a promise that the solicited services will be purchased by the Program.

Evaluation Process – As Program needs and time permit, the Program will review all submitted materials for completeness. The Program may make such investigations (including contacting references, past clients, etc.) as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Program all such information for this purpose as the Program may request. The Program reserves the right to reject any application if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Program that the Contractor is properly qualified to carry out the contractual obligations and to complete the work contemplated therein.

Notification to Contractor – When the evaluation process is complete, the Program will inform the Contractor of qualification decision. If the Contractor is not qualified, the Program will explain the reasons for non-qualification; the Contractor may reapply at such time as it believes it has acquired the missing qualifications.

Initial Trial Job(s) – If the Program determines that a new Contractor meets all qualifications, the Contractor becomes eligible to bid. If/when the Contractor, through the standard procurement procedures (see Exhibit C), is awarded its first job, this becomes the Contractor’s trial job. The trial job must be successfully completed to the Program’s satisfaction before the Contractor is eligible to bid on future jobs. The Program may require the Contractor to complete one or more additional trial jobs in this same manner.

VI. Suspension or Removal from Roster

The Program may remove a Contractor from the Roster at its discretion, should Program needs, procedures, funding, or requirements change. Further, the Program may remove a Contractor from the Roster should the Contractor at any time be out of compliance with the requirements of the Program, the City, or any other applicable guidelines governing the work.

Such reasons for removal include, but are not limited to, the following:

- Lack of current insurance, license, registration, or other certifications specified in Exhibit B, on file with the Program
- Deficient performance in terms of quality of work, timeliness of completion, or customer service
- Any failure to meet financial obligations to Contractor’s employees, subcontractors, suppliers, the homeowner, or the City.

The Program shall determine whether a Contractor who has been removed from Roster will be allowed to re-qualify for the Roster, and if so, the conditions and timeframe for this process.



Exhibit A, Weatherization Work Specifications

A. Work Scope and Description - Each single-family weatherization job includes one or more of the following measures:

- insulating attics, walls, underfloors, heating ducts and water pipes
- air-sealing the building shell to reduce air infiltration
- sealing the air handling system (supply and return ducts and boots)
- combustion safety analysis
- making minor repairs to protect the weatherization measures installed
- installing windows and doors
- installing bathroom and kitchen fans
- installing whole house ventilation systems or dehumidifiers
- installing programmable thermostats, carbon monoxide detectors, smoke detectors

Insulation measures include high density or “dense pack” (minimum 3.5 lbs. per cubic foot), installations using blowing machines that produce a minimum of 80” of water column (w.g.) as measured with air control open, and the hose plugged.

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

In addition to the items listed, Contractors are required to arrange for specialists, such as plumbers and electricians, to perform specialty tasks. Contractors are required to provide knob and tube inspections by licensed electricians when this item is specified by the Program.

Contractors are required to self-inspect their work upon completion, including blower door and other diagnostic tests to ensure target levels are reached. All jobs must pass Program inspection before becoming eligible for payment.

Contractors are **not** responsible for furnace safety inspections and servicing or for major repairs. Furnace work is contracted through a separate furnace contract and major repairs are beyond the scope of the single-family weatherization program.

B. General Guidelines - The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to perform the work. The Contractor shall be solely responsible for all methods, techniques, safety precautions, and procedures and for coordinating all portions of the work according to the following specifications and/or procedures:

- All applicable state and local building codes. The Contractor is responsible for obtaining all required permits.

- Department of Community, Trade and Economic Development Weatherization Specifications, effective October 1, 2006 and updated periodically. All specifications are available at <http://cted.wa.gov/site/513/default.aspx>.
- Explanatory notes and specifications included as reference along with the unit price list (**Attachment 2 - Weatherization Measure Unit Prices**).
- The Work Order for the specific job, which contains specific measures and quantities, along with notes from Program staff.
- Other verbal or written instruction from Program staff during the course of the job.
- Other contractual conditions and obligations specified in the job-specific contract. See **Attachment 3: Bidding and Contracting Requirements**.

If the Contractor performs any work contrary to such laws, specifications, ordinances, rules, regulations, and procedures, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.

If during the course of the job the work provided does not comply with the laws, specifications, ordinances, rules, regulations, and procedures, the Contractor shall take such corrective action as the Program may require.

- C. Lead Safe Weatherization** - To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Weatherization on homes built prior to 1978, unless it has been determined by the Program that there is no lead present. All Contractors that work on homes for the City must be certified in Lead Safe Weatherization (LSW). Those new to the Program must be LSW certified within 6 months. Contractors need to be aware of and follow requirements of EPA and OSHA when working with homes built prior to 1978.
- D. Material Safety Data Sheets** - Contractors shall maintain Material Safety Data Sheets (MSDS) for all products used in the performance of the work in their office(s) and on all job sites. Contractors shall provide copies of the MSDS to the Program upon request.
- E. Warranty** - All work (labor and materials) shall be warranted for a period of one (1) year. Contractors shall also provide customers with any manufacturer's warranties for all products installed by the Contractor.
- F. Customer Service** - Customer service is a priority of the Program. Contractors are expected to maintain positive customer relationships at all times.
- All Contractors must insure that the Contractor's employees, subcontractors, and subcontractor's employees shall treat each customer with dignity and respect.
 - Recognizing that customers may not be knowledgeable about weatherization work, the Contractor shall ensure customers are knowledgeable about the work that will be or has been done to their home.
 - Contractors must communicate with customers regarding construction strategy and work schedule.
 - Contractors must maintain a work environment that minimizes inconvenience to the household.
 - Contractors must educate customers in how the proper use and care of the products and materials installed can help them save energy and money, the ways in which customers can maintain and extend the life of any installed products, and educate customers in the use and care of any customer adjustable products.

- Contractors must provide insulation certificates and product warranties and documentation to the household.

G. Prevailing Wage - All weatherization work performed through the Program has been determined to be “Public Work” and is subject to the payment of prevailing wages. Current prevailing wage rates can be found at <http://www.lni.wa.gov/prevailingwage>. For each project awarded, Contractors are required to file documents with the State regarding the labor categories and wages that will be paid for the work. Contractors must submit to the Program a Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid for each project. The Program will not release payment for completed projects until these documents are received.

H. Work Authorization - All work must be authorized in advance by the Program. The Program will provide the Contractor with work orders that detail measures to be installed and individual unit costs.

Any changes to the scope of work detailed in the work order must be authorized in advance by the Program. The Program shall not be responsible for any unauthorized work, nor for payment of such.

For complete details of the change order process, see **Exhibit C: Single-Family Weatherization Procurement Procedures**.

I. Inspection and Approval – The Program will inspect all completed work to determine compliance with all specifications, policies and procedures. The Program may also conduct in-progress inspections at its discretion. The Contractor may be required to attend inspections.

The Contractor must correct any completed items which do not pass inspection. Only completed work that has passed inspection will be approved for payment. For further details on payment procedures, see **Exhibit C: Single-Family Weatherization Procurement Procedures**.



Exhibit B: Single-Family Weatherization Contractor Qualifications

- A. Demonstrated Experience** - Successful past completion of weatherization work similar to that described in **Exhibit A: Weatherization Work Specifications**, including dense-pack insulating, air sealing, duct sealing, blower door and pressure diagnostic testing, installation and ducting of ventilation fans, and minor structural repairs.

Such experience will be verified by either existing successful track record of work with the Program, or by information the Contractor provides about previously completed jobs in the attached application materials. The Program reserves the right to contact the Contractor's past clients and other references provided. The Program may, at its discretion, request to visit and inspect one or more of the Contractor's previously completed jobs.

The Program will include customer service and the ability to maintain positive relationships with clients when evaluating the Contractor's experience.

- B. Certifications** – To qualify for and to remain on the Roster, the Contractor shall maintain the following certifications:

- Lead Safe Weatherization (LSW) training and certification for each crewmember.
- Building Analyst Professional Certification from the Building Performance Institute (BPI) for at least one key member of the Contractor's staff.

NOTE: In order to avoid work stoppage or interruption, Contractors with an existing successful track record with the Program will have one (1) year from the date of Roster qualification to come into compliance with the BPI certification requirement.

NOTE 2: Contractors on the Roster whose BPI certification requirement lapses due to personnel changes (e.g. BPI-certified staff member leaves the firm) will have six (6) months to come back into compliance with this requirement by certifying another staff member.

- C. Capacity** - Contractors must have the capacity to maintain production and adequate cash flow while awaiting payment. At a minimum, Contractors should be able to carry a minimum of \$50,000 worth of work with the Program beyond any work for or obligations to other entities.

The Program may, at its discretion, require the Contractor to obtain a Payment and Performance Bond for a particular job or body of work.

Contracts on individual jobs contain deadlines for completion. The Contractor's acceptance of a job indicates their ability to complete that job within the time allotted. Performance record of timely completion is a crucial factor in the Program's procurement procedures. For details, see **Exhibit C: Single-Family Weatherization Procurement Procedures**.

D. Insurance - The Contractor must procure and maintain insurance and provide proof thereof to the Program with minimum limits no less than:

- (1) General liability
 - Each occurrence - \$1,000,000 General Aggregate - \$1,000,000
- (2) Automobile liability
 - Minimum Automobile Combined Single Limit Liability Coverage - \$1,000,000 per accident
- (3) Pollution Occurrence Insurance (POI)
 - Each Occurrence - \$500,000 General Aggregate - \$500,000

The Contractor must submit Certificates of Insurance with the City of Seattle as Additional Insured for all the required insurance coverages. The Contractor shall contractually require each subcontractor to maintain the same insurance coverages.

Full details of required insurance coverages are contained in **Attachment 3: Bidding and Contracting Requirements**.

- E. Licensing, Bonding, Registration** – As specified in the bidding and contract documentation:
- The Contractor must be licensed and bonded to do business as general contractors in the State of Washington.
 - The Contractor must have a current State unified business identifier number and a City of Seattle Business license.
 - The Contractor must not be disqualified from bidding on any public works contract.
- F. Other Contract Requirements** – The Contractor must be able to fulfill all other requirements specified in **Attachment 3: Bidding and Contracting Requirements**, including equal opportunity and non-discrimination laws and prevailing wage requirements.
- G. Access to Computer and E-mail** – In the interests of efficiency and expediency, the Program may issue bid and award notifications and other critical communications via e-mail. The Contractor shall maintain the capability to receive and respond in a timely manner.

Contractor price lists shall be maintained via electronic spreadsheet. The Contractor shall have the capability to manage, update, and submit their price list in electronic spreadsheet format.



Exhibit C: Single-Family Weatherization Procurement Procedures

- A. Overview** - Contractors apply and qualify for the HomeWise Single-Family Weatherization Contractor Roster via the procedures described in the document “Contractor Application and Qualification for Single-Family Weatherization Program.” As part of the qualification process, Contractors submit unit price lists for all measures specified.

Once a Contractor has qualified and is on the Roster, it is eligible to bid on single-family weatherization jobs. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. Bids are derived by applying the Contractors’ unit prices to the given job’s scope of work.

Bids are compared by price. Generally, the job will go to the lowest bidder. However, the Program applies other, non-price eligibility criteria specified herein to determine whether the lowest bidder is eligible to receive that job at that time. If not, the eligibility criteria are applied to the next-lowest bidder, and so on until all eligibility criteria are met. The lowest priced, eligible bidder is awarded the job.

- B. Eligibility Criteria** – In order to be eligible to be awarded a job, a bidder must meet the following non-price criteria:

- **Work Capacity:** The Contractor must be able to complete the work within the time specified. Under normal circumstances, the Contractor will have 45 calendar days from the time of the preliminary award notice to complete the work so that it is ready for final inspection and approval by the Program.
If the lowest bidder already has five (5) or more jobs currently in progress, the Program may award the job to the next lowest bidder.
- **Financial Capacity:** The Program monitors the dollar amount of work outstanding at any given time with each Contractor. The Program will not issue a Contractor additional work beyond its financial capacity, until some work currently outstanding is completed, inspected, and paid.
If the lowest bidder has \$50,000 or more work outstanding at the time of the bid, the Program may award the job to the next lowest bidder.
- **Inspection Passage Rate:** The Program tracks each Contractor’s rate of passing final inspections on jobs completed over the preceding 3 month period.
If the lowest bidder has an inspection passage rate below 90% for jobs completed over the preceding 3 month period, the Program may award the job to the next lowest bidder.
- **Job Completion Timeliness:** The Program tracks each Contractor’s record of completing jobs over the preceding 3 months within the timeline specified at the time of award.
If the Contractor has not completed at least 90% of jobs awarded within the previous 3

months within the timeline specified, the Program may award the job to the next lowest bidder.

- **Refusal of Work:** When a Contractor is preliminarily awarded a job, it has the right to refuse the work. However, the Program assumes that the reason for refusal is that the Contractor does not have the capacity to complete the work within the required timeframe.

If a Contractor refuses one job, the Program may assume that Contractor does not have capacity and may choose not to offer the next job to that Contractor.

C. Limited Public Works Bid Limiting Factors – Per Limited Public Works guidelines as set out in RCW 39.04.155, the Program reserves the right to limit bids on a given job as follows:

- May choose to solicit bids only from firms with gross annual revenues below \$250K, or to firms with gross annual revenues between \$250K and \$1 Million.
- May choose to solicit bids from three, five, or all the Contractors on the Roster (rotating through the entire Roster in an equitable manner).

D. Unit Price List Updates – The Program uses Unit Price lists provided by Contractors to calculate the Contract Award amount for each given job. The process has been designed to make efficient use of Contractor time and Program staff time. Contractors may update their price lists periodically for their own business reasons (e.g. changes in material prices, competitiveness of bids, etc.).

- Contractors wishing to submit an updated price list shall submit their new list, in its entirety, in electronic spreadsheet format, during the first five (5) calendar days of any month.
- The Program will incorporate any new price lists into the database and the new prices will be used for any bids starting on the 6th of the month (or the next business day if the 6th is a weekend or holiday).
- The Program will use the latest price list on file for each Contractor. Contractors may retain existing pricing as long as they wish and do not need to submit anything as long as their pricing remains unchanged.

E. Procurement Process – Here are the steps the Program uses to procure contracted work, from bidding and award through inspection and payment:

1. Program staff completes the audit and derives the scope of work for a job. Scope of work is entered into Program database.
2. Bid process is run in Program database, using current unit prices of each Contractor for the quantities of work in the project Scope. Program will also apply the non-price eligibility criteria described above. Program determines Contract Award Price and selects the lowest price eligible bidder.
3. Contractor with the lowest eligible bid is notified through preliminary award notice, which specifies the job location, scope of work, Contract Award price, and deadline.
4. Contractor who receives the preliminary award notice contacts the Program within three (3) business days of receipt of the preliminary award notice, to confirm its acceptance of the job or to refuse the job. This is accomplished by signing and returning the preliminary award notice with the required information filled in.

- a. The Contractor may contact the Program with questions about the job.
 - b. The Contractor may visually inspect the job location by doing a “drive by” of the site.
 - c. The Contractor may request a full inspection/walk through of the job location. In this case, the Program will notify the homeowner and the Contractor can then arrange the site visit directly with the homeowner.
 - d. If the Contractor refuses the job, the Program will send a preliminary award notice to the next lowest eligible bidder, and that Contractor begins at step #4.
 - e. Non-response by the Contractor within the timeframe allowed is considered equivalent to refusal of the job.
5. Once the Contractor accepts the job by signing and returning the preliminary award notice, the Program issues a Notice to Proceed. The Contractor then arranges the work with the homeowner.
 6. During the course of the job, the Program may do an “in-progress” inspection of the work to ensure it is being carried out according to specifications. The Program will arrange such inspections with the Contractor, and normally the Contractor’s presence is required.
 7. The Contractor completes the work within the timeframe specified (normally 45 calendar days), and notifies the Program when the work is ready for final inspection.
 8. Program staff inspects the work.
 - a. If all work passes inspection, Program staff approves the job for payment.
 - b. If work does not pass inspection, Program staff specifies additional work to be done to bring the work up to specifications. The Contractor has five (5) business days to make the necessary modifications and arrange for re-inspection.
 9. The Contractor submits its invoice for payment.
 - a. The scope of work showing the measures and prices (including change order items—see below) must be submitted along with the Contractor’s invoice, and the amounts must match.
 - b. Along with the invoice, the Contractor submits other documentation required by the Program (Contractor’s Warranty, Certificate of Insulation, Lien Release, etc.).
 10. The City shall pay approved invoices for work that has passed inspection within 30 days of receipt.

NOTE: The Program must receive the Contractor’s Prevailing Wage documents before releasing final payment.

F. Change Orders – Due to the nature of the work, there may be cases where changes to the scope of work are necessary during the course of a job. Typical causes of such change orders include:

- Items that could not have been assessed accurately by the Contractor or Program staff until walls were opened up, access areas added, wiring exposed, etc.
- Items that the client refuses part way through the job.

These items are handled through change orders, according to the following procedures:

- Change orders must be authorized by the Program in advance. Authorization can be initiated verbally (e.g. over the phone) but must ultimately be in writing and signed off by Contractor and Program staff.
- Change orders must be comprised of measures on the unit price list, and will be paid at the same rates as the Contractor’s unit prices.

- *Exception:* If repairs are required beyond the normal installation of items on the unit price list, they are to be completed on a time and materials basis. See Attachment 2: Weatherization Measure Price List and explanatory notes therein for details about which labor rates apply.
- Because Contractors may be changing their unit prices during the course of the job (e.g. if the job starts in one month and continues into the next), pricing on change orders is handled as follows:
 - *Deletions* of items in part or whole that existed in the original scope of work will be made using the unit prices at the time of the bid.
 - *Additions* of items that did not appear on the original scope of work, or additional quantities of existing items, will be made using the unit prices at the time the change order is approved.
- In the event of a change order, the Program will send out a revised scope of work showing all additions and deletions, including quantities and prices. The Contractor will include this revised scope of work along with its final invoice, and all totals must match.

G. Liquidated Damages for Failed Inspections, Late Job Completion – The Program incurs costs for repeat inspections and job delays. Therefore, the Program may deduct the following from Contractor invoices:

- **\$100** for each failed inspection. If the work fails again at re-inspection, the Program reserves the right to call on another Contractor to correct the defects, and not pay the original Contractor for the measures that did not pass inspection.
- **\$100 per business day** that the work is not completed by the deadline specified, unless it is for reasons beyond the Contractor's control (e.g. client non-responsiveness or non-cooperation). The Contractor must notify the Program in advance of any conditions preventing timely completion of the work.



Attachment 1: Contractor Information Form

General Information

FIRM NAME

BUSINESS ADDRESS

BUSINESS PHONE NUMBER FAX NUMBER

CELLULAR PHONE NUMBER PAGER NUMBER

FEDERAL TAX ID NUMBER

This firm is a: Corporation Partnership Sole Proprietorship

State Certified Women or Minority Owned Firm? Yes No

If Yes, Certification Number:

Names and address of all principals, partners, officers, etc.:

Name Address

Name Address

Name Address

How long has your organization been in business as a contractor? No. Years

How many years has your organization been a weatherization contractor? No. Years

Business License No. State Registration No.

Type of Business License

Insurance and Bonding

Liability & Property Damage Insurance Co.

Amt. \$ Policy No. Expiration Date

Agent: Phone No.

Address:

Automobile Insurance Co.

Amt. \$ Policy No. Expiration Date

Agent: Phone No.

Address:

Pollution Occurrence Insurance Co.

Amt. \$ Policy No. Expiration Date

Agent: Phone No.

Address:

Name of Bonding Co. Amt. \$

Agent: Phone No.

Address:

- Proof of insurance in the amounts specified in this document and related Attachments and Exhibits is required.
- Additionally, the Program may, at its discretion, require a Payment and Performance bond on any job or group of jobs. Contractor must have the capability to obtain such a bond if required, in an amount of at least \$30,000.

Attach Proof of Insurance documents.

Attach a copy of: Contractor's Registration, Business License, Corporation License and State Tax Certification.

References

Bank Reference(s):

Name Address Phone

Name Address Phone

Supplier References:

Name Address Phone

Name Address Phone

Name Address Phone

Attach a statement from your banker or accountant detailing your firm's capacity to maintain production and an adequate cash flow while awaiting payment. At a minimum, your statement should detail your firm's capability

to carry an **additional** \$50,000 worth of work for the Program beyond any work performed for any other agencies or utilities.

Description of Experience

On separate paper, please respond to the following questions about your company’s experience and capabilities:

1. Describe your strategy for providing weatherization services noted in this documentation. What tasks do you intend to have your own crews perform, and what tasks do you plan to subcontract. Note any limitations of your company to provide these services.
2. List all relevant certifications (including dates) that your company has, including the required Lead Safe Weatherization and Building Performance Institute certifications.
3. Describe your company’s experience:
 - Working with lead paint in accordance with Lead Safe Weatherization practices
 - Using the blower door to perform pressure diagnostics and air sealing
 - Installing insulation, including experience and equipment for installing high density insulation
 - Combustion safety testing
4. Describe your company’s current capacity to perform single-family weatherization jobs as described in this documentation. Approximately how many jobs can your company complete in a month? What capabilities do you have to scale up to handle more jobs if necessary?

Attach a copy of each relevant certification your company has (BPI, LSW, etc.)

Past Completed Weatherization Jobs

Please include information about three single-family weatherization jobs your company has done in the past.

(1) Customer Phone No.

Address

May we contact the client?

What specifications were followed? Approx. \$ Amt.

Funding Agency (if any)

Agency Contact Name Phone No.

May we contact the Agency?

Description of Weatherization work

(2) Customer Phone No.
Address

May we contact the client?

What specifications were followed? Approx. \$ Amt.

Funding Agency (if any)

Agency Contact Name Phone No.

May we contact the Agency?

Description of Weatherization work

(3) Customer Phone No.
Address

May we contact the client?

What specifications were followed? Approx. \$ Amt.

Funding Agency (if any)

Agency Contact Name Phone No.

May we contact the Agency?

Description of Weatherization work



Attachment 2: Weatherization Measure Unit Price List

Materials shall be installed in accordance with the specifications and policies outlined in this document and in **Exhibit A: Weatherization Work Specifications**.

Contractors must be able to provide all measures - labor and materials - specified in the Weatherization Measure Unit Price list in accordance with all applicable Federal, State, County and local standards and specifications.

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

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

Applicants must indicate a price for each item on the list. If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

The prices submitted should be set at a rate which allows the Contractor to install all measures to meet Federal, State, County and local standards and specifications regardless of the techniques or methods used.

For items that are identified as "dense pack", the material specified for normal applications is cellulose. Other materials may be substituted on a case by case basis with the Program's prior approval. As a guideline, to best assure "dense pack" insulation (minimum 3.5 lbs. per cubic foot), insulation blowing machines must produce a minimum of 80" of water column (w.g.) as measured with air control open, and the hose plugged.

A warranty must be provided on materials and labor for a period of one (1) year from the date of the Program's acceptance of the work (the work has passed inspection).

All weatherization measures not specified on the attached Price Component will be negotiated with the contractor on a job by job basis (e.g. time and materials) or prices will be requested through a supplemental bid. The Program reserves the right to delete any such measure if the price is deemed to be inappropriate.

A series of notes that provide additional information about individual measures or groupings of measures follows the Weatherization Measure Unit Price List. Please refer to these notes prior to providing any prices for weatherization measures.



Unit Price List

Note: The list below is for your reference. Actual price lists to be used in bidding must be submitted electronically in Excel spreadsheet format. The Program will send the Excel file for Contractors to complete via email.

Following the unit price list, see explanatory notes which offer further detail on the specifications for selected measures.

CATEGORY	#	Cat#	MEASURE	UNIT	UNIT PRICE
A. INFILTRATION	A1	Wx	Air infiltration reduction, Baseline to 150% BAS	per 100CFM50	_____
	A2	Wx	Air infiltration reduction, 150% BAS to 100% BAS	per 100CFM50	_____
	A3	Wx	Air infiltration reduction, Less than 100% BAS	per 100CFM50	_____
	A4	Wx	Duct sealing	per s.f. home	_____
	A5	Wx	Door weatherstrip kit	each	_____
	A6	Wx	Door sweep	each	_____
	A7	Repair	Retractable closure	each	_____
	A8	Repair	Door shoe	each	_____
	A9	Repair	Threshold	each	_____
	A10	Repair	Exhaust fan damper	each	_____
	A11	Repair	Dryer duct system: metal	each	_____
	A12	Repair	Extra dryer ducting (over 6'): 26 gauge metal	per ft	_____
	A13	Repair	Dryer hood	each	_____
	A14	Wx	Roof top chimney damper	each	_____
B. DOORS	B1	Repair	Solid core door blank (standard sizes)	each	_____
	B2	Repair	Prehung metal insulated door	each	_____
	B3	H&S	Add for Lead Based Paint	each	_____
	B4	Repair	Prehung fiberglass insulated door	each	_____
	B5	Repair	Striker plate	each	_____
	B6	Repair	Entry lockset	each	_____
	B7	Repair	Entry deadbolt	each	_____

	B8	Repair	Self-closing hinges - set of two	each	_____
	B9	Repair	Undercut Interior Door	each	_____
	B10	Repair	Door Lite	each	_____
<u>C. WINDOWS - REGLAZING</u>	C1	Repair	Double strength glass (minimum charge is for 8 sq. ft.)	per sq ft	_____
	C2	Repair	Raw insulated glass (minimum charge is for 8 sq. ft.)	per sq ft	_____
	C3	Repair	Plate glass (minimum charge is for 8 sq. ft.)	per sq ft	_____
	C4	Repair	Tempered glass: additional charge (minimum charge is for 8 sq. ft.)	per sq ft	_____
	C5	Repair	Re-putty existing glass	per ln ft	_____
<u>D. WINDOWS - REPLACEMENT*</u>	D1	Repair	Minimum charge for <u>one replacement window</u> : openable, up to 16 sq ft	per window	_____
	D2	Repair	Minimum charge for <u>one replacement window</u> : non-openable, up to 16 sq ft	per window	_____
	D3	Repair	Replacement windows: openable, up to 30 sq ft per work order	per sq ft	_____
	D4	Repair	Replacement windows: non-openable, up to 30 sq ft per work order	per sq ft	_____
	D5	Repair	Replacement windows: openable, 31 to 200 sq ft per work order	per sq ft	_____
	D6	Repair	Replacement windows: non-openable, 31 to 200 sq ft per work order	per sq ft	_____
	D7	Repair	Replacement windows: openable, 200 to 1,000 sq ft per work order	per sq ft	_____
	D8	Repair	Replacement windows: non-openable, 200 to 1,000 sq ft per work order	per sq ft	_____
	D9	Repair	Insulated sliding glass door replacement - 5 ft	each	_____
	D10	Repair	Insulated sliding glass door replacement - 6 ft	each	_____
	D11	Repair	Insulated sliding glass door replacement - 8 ft	each	_____
	D12	Repair	Add-on for tempered glass (windows only)	per sq ft	_____
	D13	Repair	<u>Add-on for Sound Glass</u>	per sq ft	_____
	D14	H&S	Add for Lead Safe Wx	per sq ft	_____
<u>E. INSULATION - ATTIC</u>	E1	Wx	R-11 on ceiling: cellulose, loose fill	per sq ft	_____
	E2	Wx	Additional insulation per R, cellulose, loose fill	R/sq ft	_____

	E3	Wx	Attic w/floor: fill cavity - additional charge	per sq ft	_____
	E4	Wx	R-13 in 2 x 4 knee walls: fiberglass batts	per sq ft	_____
	E5	Wx	R-21 in 2 x 6 knee walls: fiberglass batts	per sq ft	_____
	E6	Wx	R-11, 11/2" rigid foam board in knee walls	per sq ft	_____
	E7	Wx	R-15, 2" rigid foam board in knee walls	per sq ft	_____
	E8	Wx	R-13 between exposed rafters: fiberglass batts	per sq ft	_____
	E9	Wx	R-21 between exposed rafters: fiberglass batts	per sq ft	_____
	E10	Wx	R-11, 11/2" rigid foam board between exposed rafters	per sq ft	_____
	E11	Wx	R-15, 2" rigid foam board between exposed rafters	per sq ft	_____
	E12	Wx	Sloped or flat 2" x 4" rafters: fill cavity, high density cellulose, blown	per sq ft	_____
	E13	Wx	Sloped or flat 2" x 6" rafters: fill cavity, high density cellulose, blown	per sq ft	_____
	E14	Repair	Flame spread barrier (minimum flame spread rating of 25)	per sq ft	_____
F. ACCESS & VENTILATION - ATTIC	F1	Wx	Insulation and weatherstripping for existing attic access	each	_____
	F2	Repair	Pull-down cover for existing attic ladder	each	_____
	F3	Repair	Add energy efficient attic ladder	each	_____
	F4	Repair	Add energy efficient ceiling access	each	_____
	F5	Repair	Add energy efficient kneewall access	each	_____
	F6	Repair	New attic-to-attic access	each	_____
	F7	Repair	Passive ventilation: roof, gable end, birdblock, soffit	net free inch	_____
G. INSULATION - WALLS *	G1	Wx	2"x4" walls: <u>remove siding</u> , high density cellulose, blown	per sq ft	_____
	G2	Wx	2"x6" walls: <u>remove siding</u> , high density cellulose, blown	per sq ft	_____
	G3	H&S	Add for Lead Based Paint	per sq ft	_____
	G4	Wx	2"x4" walls: <u>drill siding</u> , high density cellulose, blown	per sq ft	_____
	G5	Wx	2"x6" walls: <u>drill siding</u> , high density cellulose, blown	per sq ft	_____
	G6	Wx	Non-high density delete charge	per sq ft	_____
	G7	Wx	2"x4" walls: <u>inside drill</u> , high density cellulose, blown	per sq ft	_____
	G8	Wx	2"x6" walls: <u>inside drill</u> , high density cellulose, blown	per sq ft	_____

*ADDED	G9	Wx	2"x4" walls: open, R-13 fiberglass batts	per sq ft	_____
*ADDED	G10	Wx	2"x6" walls: open, R-21 fiberglass batts	per sq ft	_____
	G11	Wx	Ladder time, over 12' additional charge	per sq ft	_____
<u>H. INSULATION - FLOORS *</u>	H1	Wx	R-13: fiberglass batts	per sq ft	_____
	H2	Wx	R-21: fiberglass batts	per sq ft	_____
	H3	Wx	R-25: fiberglass batts	per sq ft	_____
	H4	Wx	R-30: fiberglass batts	per sq ft	_____
	H5	Wx	Additional charge for irregular joist spacing	per sq ft	_____
	H6	Wx	Additional charge for low clearance in crawl space (under 24")	per sq ft	_____
	H7	Wx	Additional charge for lath support for insulation	per sq ft	_____
	H8	Repair	Support <u>existing</u> underfloor insulation	per sq ft	_____
<u>I. ACCESS, VENTILATION & VAPOR BARRIER - CRAWL SPACE*</u>	I1	Repair	New access w/door and latch: finished (no vents)	each	_____
	I2	Repair	New access (doghouse) over crawl access well: up to 4' x 4', roofed, handles (no vents)	each	_____
	I3	Repair	Vent in rim joist or skirting	net free inch	_____
	I4	Repair	Vent in 6" concrete wall	net free inch	_____
	I5	Repair	Rescreen existing vent	net free inch	_____
	I6	Repair	Vent well: mechanically fastened to building	each	_____
	I7	Repair	Ground cover: 6 mil polyethylene, black	per sq ft	_____
<u>J. INSULATION - OTHER ENCLOSED CAVITIES</u>	J1	Wx	Rim and band joists: fill cavity, high density cellulose, blown	per ln ft	_____
	J2	Wx	Cantilever floor, garage ceiling, floored attic, etc.: fill cavity, high density cellulose, blown	per sq ft/inch	_____
	J3	Repair	Protect material with exterior plywood: additional charge	per sq ft	_____
	J4	Repair	Protect material with flame spread barrier (minimum flame spread rating of 25)	per sq ft	_____
	J5	Wx	Atypical spaces (rakes, soffits, previously insulated walls): high	per 30 lb bag	_____

			density cellulose, blown, time and material – use Skilled Labor Rate (see O-1)		
	<i>J6</i>	Wx	2 part foam, min 1 inch thickness	per sq ft	_____
<u>K. INSULATION - HOT WATER TANK, WATER PIPES, MISCELLANEOUS</u>	<i>K1</i>	Wx	Hot water tank wrap	each	_____
	<i>K2</i>	Wx	Pipes at water tank - 5 feet of both lines	each	_____
	<i>K3</i>	Wx	Water pipes: minimum R-3, pre-formed foam or fiberglass batts, surface area	per ln ft	_____
	<i>K4</i>	Wx	Hydronic pipes: R-11 fiberglass batts, surface area	per ln ft	_____
<u>L. INSULATION - HVAC DUCTS *</u>	<i>L1</i>	Wx	Add R-11: fiberglass batts to existing flex duct	per ln ft	_____
	<i>L2</i>	Wx	R-11: with vinyl facing, surface area	per ln ft	_____
	<i>L3</i>	Wx	R-19: with vinyl facing, surface area	per ln ft	_____
<u>M. SAFETY</u>	<i>M1</i>	H&S	Combustion Safety Testing	each	_____
	<i>M2</i>	H&S	Carbon monoxide detector	each	_____
	<i>M3</i>	H&S	Smoke detector	each	_____
<u>N. GENERAL/REPAIRS *</u>	<i>N1</i>	Repair	Skilled labor rate	per hour	_____
	<i>N2</i>	Repair	Unskilled labor rate	per hour	_____
	<i>N3</i>	Repair	Plumber rate	per hour	_____
	<i>N4</i>	Repair	Electrician rate	per hour	_____
	<i>N5</i>	H&S	Certificate charge - knob and tube	each	_____
	<i>N6</i>	Repair	Replace furnace T-stat, low voltage, programmable	each	_____
	<i>N7</i>	Repair	Replace electric baseboard T-stat, line voltage, digital	each	_____
	<i>N8</i>	Repair	Dehumidifier, 30 pt./day	each	_____
	<i>N9</i>	Repair	Sump pump--replace existing	each	_____
	<i>N10</i>	Repair	Gutters/Downspouts	per ln ft	_____
	<i>N11</i>	Repair	Downspout Elbows	each	_____
	<i>N12</i>	Repair	Splash blocks	each	_____
<u>O. MECHANICAL</u>	<i>O1</i>	Repair	Vent bathroom exhaust fan to outside	each	_____

<u>VENTILATION</u>					
	<i>O2</i>	Repair	Rebuild exhaust fan: motor, blades, damper	each	_____
	<i>O3</i>	H&S	Bathroom exhaust fan: ceiling or wall mount, damper vented to outside	each	_____
	<i>O4</i>	H&S	Bathroom exhaust fan: ceiling or wall mount, damper, utilize existing venting	each	_____
	<i>O5</i>	H&S	Bathroom exhaust fan: ceiling, light (compact fluorescent) damper, vented to outside	each	_____
	<i>O6</i>	H&S	Bathroom exhaust fan: ceiling, light(compact fluorescent) damper, utilize existing venting	each	_____
	<i>O7</i>	H&S	Bathroom exhaust fan: ceiling, light (compact fluorescent), heat lamp, damper, vented to outside	each	_____
	<i>O8</i>	H&S	Bathroom exhaust fan: ceiling, light (compact fluorescent), heat lamp, damper, utilize existing venting	each	_____
	<i>O9</i>	H&S	Bathroom exhaust fan timer, 24 hour cycle for whole house	each	_____
	<i>O10</i>	H&S	60 minute crank timer	each	_____
	<i>O11</i>	Repair	Vent kitchen range hood or ceiling exhaust fan to outside	each	_____
	<i>O12</i>	H&S	Kitchen range hood: light, damper, min 2 speed, vented to outside	each	_____
	<i>O13</i>	H&S	Kitchen range hood: light, damper, min 2 speed, utilize existing venting	each	_____
	<i>O14</i>	H&S	Kitchen exhaust fan: ceiling or wall mount, damper, vented to outside	each	_____
	<i>O15</i>	H&S	Bathroom exhaust fan: ceiling, damper, variable speed with high/low delay timer, motion sensor, constant CFM output, .3 sones, vented to outside	each	_____
	<i>O16</i>	H&S	Bathroom exhaust fan: ceiling, damper, variable speed with high/low delay timer, motion sensor, constant CFM output, .3 sones, utilize existing venting	each	_____
	<i>O17</i>	H&S	Mobile home kitchen sidewall exhaust fan for mobile home: replacement of existing	each	_____
	<i>O18</i>	H&S	Mobile home exhaust fan: ceiling, damper, vented to outside	each	_____

	<i>O19</i>	H&S	Mobile home exhaust fan timer for mobile home exhaust fan, 24 hour cycle	each	_____
P. <u>MOBILE HOMES</u>*	<i>P1</i>	Wx	Roof insulation: minimum R-9 foam board	per sq ft	_____
	<i>P2</i>	Repair	New roof system: single-ply membrane (e.g. EPDM)	per sq ft	_____
	<i>P3</i>	Repair	New roof system: metal	per sq ft	_____
	<i>P4</i>	Repair	Aluminum gutters and downspouts	per ln ft	_____
	<i>P5</i>	Wx	Attic insulation in enclosed attic: fiberglass, loose-fill, blown, fill cavity through exterior	per sq ft	_____
	<i>P6</i>	Wx	Underfloor insulation: fiberglass, loose fill, blown, fill cavity	per sq ft	_____
	<i>P7</i>	Repair	Replacement cross over duct: 10"-14" diameter, galv. metal, insulated with R-19 fiberglass batts	each	_____
	<i>P8</i>	Wx	Duct sealing: for both single wide and double wide mobiles	per home	_____
	<i>P9</i>	Repair	Entry door: foam core	each	_____



A. INFILTRATION (*Weatherization Specs: Sections 5 & 13; and attached Air & Duct Sealing*)

- A1, 2, & 3.* Perform blower door guided air sealing in accordance with the Washington State Weatherization Specifications. Include pressure diagnostic testing and pressure balancing as appropriate. Provide prices for CFM50 reduction from (1) baseline CFM50 to 150% BAS, (2) 150% BAS to 100% BAS and (3) 100% BAS to CFM50 levels under the Building Airflow Standard (this degree of air sealing primarily occurs in multi-family buildings). Weatherization Baseline CFM50 is defined as the starting point for targeted air sealing. It follows any repairs that have a significant impact on the initial CFM50 value. Prices include all labor and material necessary to reduce air leakage.
- A4.* Duct Sealing to be performed with a blower door, manometer and pressure pan or foam block. Seal ducts, boots, and plenums, as necessary with mastic to reach target pressure pan numbers. All ducts to be sealed to 1pa.
- A5.* Includes removal of existing weatherstripping and installation of kit with metal supporting system. Acceptable types include Quolon, Thermal Brush and vinyl bulb. Foam tape is not acceptable.
- A14.* Lymanance or equal chimney top damper.
- A11.* Dryer duct includes up to 6 feet of smooth metal ducting and a hood with a flapper damper, exiting outside the footprint of the home and away from walking surfaces. Duct runs to be as short as practical.

B. DOORS (*Weatherization Specs: Section 18*)

- B1.* New paneled door to be steel-clad R-7 or better thermal rating (high density polyurethane insulation). Include peephole and lock reinforcement (12" wood lock block or suitable insert). Door to be hung with three brass or brushed aluminum finished 4" butt hinges. Typically these doors are installed on single family homes; where applicable, may be installed on mobile homes.
- B2.* New paneled door to be pre-hung steel-clad with R-7 or better thermal rating (high density polyurethane insulation). Frame to be primed solid wood with matching brick mold. Caulking, weather-stripping and threshold to meet *Weatherization Specs* and Puget Sound Energy specifications. Include peephole and lock reinforcement (12" wood lock block or suitable insert). Door to be hung with three brass or brushed aluminum finished 4" butt hinges. Ensure that threshold has support to prevent deflection.
- B6.* Entry lockset to be American National Standards Institute (ANSI) Grade 2 or better (Schlage A10S or equal). Lockset and deadbolt to be keyed alike.
- B7.* Entry deadbolt to be ANSI Grade 2 or better (Schlage B460 or equal). Lockset and deadbolt to be keyed alike.
- B8.* Minimum of two self-closing hinges to be installed for door between house and garage.

B10. Door Lite to be Low E, insulated “safety laminated” or “tempered safety” glass. Window size must not compromise security or integrity of door construction.

C. **REGLAZE WINDOW** (*Weatherization Specs: Section 17*)

CI, 2, & 3. Price per square foot assumes a minimum charge for all reglazed windows. The minimum, regardless of how small the window may be, is to equal the charge for eight square feet of glass.

D. **REPLACEMENT WINDOWS** (*Weatherization Specs: Section 17*)

Window installations to comply with local building codes and manufacturer’s instructions. Windows to have a U factor rating of .35 or less and an air leakage rating of less than 0.3 cfm/sq ft. Windows to be rated by the National Fenestration Rating Council and bear a label that indicates the testing values. Windows to comply with AAMA/NWWDA 101.I.S.2-97 and carry a label indicating a minimum structural performance rating of R20 (3 PSF). Newly installed windows must pass ASTM E 331 Standard test Method for Water Penetration of Exterior Windows.

Include tempered glass where required. Where frame vents are required (air inlets), installation must comply with Home Ventilating Institute requirements. Screens to be included for all vented windows.

Weatherization firms are responsible for verifying all measurements. All newly installed wood must be primed or sealed.

Window installations to be integrated into the building existing water drainage system. Building paper, flashing, sill pans, self adhesive tapes to be utilized to assure the integrity of water drainage. Replacement window *nail flanges to remain intact* (unless prior approval from Program is obtained for removal of flanges) and the new window to be reincorporated into the building assembly. Sliding glass doors to be installed such that the decking assembly is incorporated within the water drainage assembly.

Where noted, Lead Safe Weatherization practices must be utilized to reduce hazards associated with lead based paint. Window installation to include all necessary trim and sealant for both the interior and exterior. All newly installed wood must be primed or sealed.

Replacement windows for homes located near Sea-Tac Airport may require a permit with the local jurisdiction. If applicable, contractor to comply with Sound Transmission Coefficient requirements and obtain city permit. Provide add-on price for Sound Glass.

Mobile Homes: Replacement window *nail flanges to remain intact* (unless prior approval from Program is obtained for removal of flanges). The nail-flange at header of the rough opening is to be installed behind the mobile home siding, or an approved head flashing must be installed. Both jamb flanges and sill flange to be installed with butyl-tape between the siding and the window-flange. Window flanges to be fastened from the outside with oval-head stainless steel fasteners. Where necessary, use PVC for interior trim; pre-primed tight knot 1X4 wood trim boards or cedar boards for exterior trim.

The window and wall construction of *manufactured homes* is similar to that in single family construction. Therefore, replacement windows for manufactured homes should follow the specifications and pricing noted for single family homes.

D1 & D2. Provide minimum charge for installing one window. Assume the window is 16 sq ft or less. Applies to both openable and non-openable windows.

D5, D6, D7, & D8. Provide prices per square foot for window orders that total the two categories noted (Up to 200 sq ft and 200 to 1000 sq ft). These categories represent the total area of windows ordered per building work order. Applies to both openable and non-openable windows.

D13. For Sound Glass, comply with the default guideline of STC 35.

E. INSULATION – ATTIC (*Weatherization Specs: Section 6*)

Attic insulation in a site-built house includes any necessary baffling and damming to contain materials and the air sealing of all bypasses.

E3. Additional charge is for drilling through attic floor. The charge for the insulation is already noted in the other items in the category.

E6, 7, 10 & 11. Rigid foam insulation to be HCFC free “Green” roof board insulation (e.g. polyisocyanurate). It is in compliance with US EPA requirement (January 1, 2003) to eliminate production of HCFC 141b. Compressive strength: 25 pounds per square inch.

F. ACCESS & VENILATION - ATTIC (*Weatherization Specs: Section 6*)

F3, F4, & F5. Prefabricated attic access to contain sturdy, compact housing (roughly 2’x4’, continuous soft weatherstrip, finished solid door panel, and molding or self-trimming flange). Refer to the following website for clarification of one prefabricated option:
www.conservationtechnology.com

G. INSULATION - WALLS (*Weatherization Specs: Section 7*)

High density (dense pack) insulation is defined as follows:

- Material: cellulose only.
- Insulation to be applied using fill tube method where practical.
- Insulation installed from exterior or interior.
- Insulation installed at 3.5 to 4 lbs per cubic foot density.
- Insulation blowing machine to be tested for performance at minimum 80” WC at date of installation. This measurement to be recorded on the insulation certification.
- All exterior wall cavities to be insulated.
- Drilled hole size to be 2 1/2”.
- After installation, all holes to be filled to match existing surface texture or siding reapplied.
- Primer to be applied to bare wood, stucco or other new surfaces installed as patch for drilled holes.

H. INSULATION - FLOORS (*Weatherization Specs: Section 8*)

After sealing all floor penetrations (e.g. plumbing, electrical, ducts, boots, etc.), fill joist cavity with fiberglass batts to the depth of joists.

H5. This additional charge only applies where insulation batts must be cut in order to properly fit them within irregular joist spacing. The charge is limited to the area (square footage) affected, not necessarily the complete floor area.

H6. This additional charge applies where clearance (measured from the bottom of floor joists to the ground) is less than 24". The charge is limited to the area (square footage) affected, not necessarily the complete floor area.

I. ACCESS, VENTILATION & VAPOR BARRIER – CRAWL SPACE (*Weatherization Specs: Section 8*)

Vent screens to be expanded metal. Applies to items *I3* through *I6*.

J. INSULATION - OTHER ENCLOSED CAVITIES (*Weatherization Specs: Sections 6 & 8*)

J5. These unusual volume spaces are to be dense packed on a time (Air Sealing Rate) and material (price per bag of cellulose) basis.

K. HOT WATER TANK, WATER PIPES, MISCELLANEOUS (*Weatherization Specs: Sections 15, 16 & 26*)

K4. Hydronic pipes to be insulated as follows: minimum R-3.6 for pipes of one inch or less diameter; R-5.4 for diameters greater than one inch.

L. INSULATION - HVAC DUCTS (*Weatherization Specs: Section 13*)

Insulation of ducts on site built homes includes sealing all joints with mastic.

For simplicity in pricing this item, all ducts are assumed to be 8" diameter (which equals two square feet of surface area per lineal foot). This assumed duct size should reasonably reflect the total surface area of all ducts, including those with diameters of six inches or greater.

M. SAFETY (*Weatherization Specs: Sections 3, 19 & 20*)

M1. Provide price for testing *per home*, regardless of number of tests necessary at a particular site. Fully completed Combustion Safety Test Reports for each test of an appliance must be submitted to Program.

M2. CO detector to be battery operated and contain a visual alarm at 10 parts per million (ppm) and an audio alarm at 25 ppm, 35 ppm, 50 ppm and 70 ppm. Exception: hardwire new detector if existing detector is hardwired.

M3. Detector to be battery powered (10 year lithium battery) with dual ionization sensor, false alarm control and five year warranty. Exception: hardwire new detector if existing detector is hardwired.

N. GENERAL/REPAIRS

Time and material activities. If repairs are required beyond the normal installation of the above items, they are to be completed on a time and material basis. The labor rates in this category are to be used only for those activities that are not part of the various items noted elsewhere in this unit price list (for which individual charges are already noted).

When these activities are called for, firms shall furnish the labor, equipment and materials to execute the needed repair. All debris to be hauled away and properly disposed. Materials furnished by firms shall be new and of the best quality and the labor shall be performed by qualified workers in accordance with usual and customary standards and practices of the trade.

Invoices must note materials used, number of man-hours worked and itemize the costs of each.

The hourly rates (*N1* to *N4*) apply to trades employed by the weatherization firm. It is presumed that the skilled labor and the unskilled labor rates apply to the contractor's crew. Skilled labor includes those activities that require specialized training and/or certifications, e.g. air sealing, carpentry and the use of Lead Safe Weatherization (LSW) practices.

The electrician rate and the plumber rate apply to those situations where the weatherization contractor employs certified and licensed subcontractors.

All electrical repairs are to be performed by individuals who, working for a licensed electrical contractor, have received appropriate electrician certifications from the Washington State Department of Labor and Industries (L&I). Electrical repairs are to be conducted under the supervision of an electrical administrator. L&I provides both electrician and administrator certifications for various levels of electrical work. Firms are responsible for obtaining required certifications and licensing for self performance of electrical repairs or for subcontracting electrical repairs to a properly licensed electrical contractor.

N5. Certificate charge includes electrician labor costs for completing the knob and tube inspection.

O. MECHANICAL VENTILATION (*Weatherization Specs: Section 10*)

O1 & 11:

- Ducting connections to be securely fastened mechanically using #8 plated sheet metal screws or equivalent, 3 screws per joint and sealed with mastic. Ductwork to be rigid metal 30 gauge, 4" in diameter, smooth wall only. Roof-caps to include hood and damper. Roof-caps to be metal or plastic for bathroom and area fans and to be metal for kitchen fans.

O3-08:

- The following specifications for exhaust fans, typically located in bathrooms, also apply to fans located in other rooms of the home, with the exception of the kitchen. These fans may be used for spot and/or whole house ventilation.
- Where a new exhaust fan replaces an existing fan in the same location, existing wiring is to be utilized to the extent possible.
- New exhaust fan to be located in the ceiling or wall, with controls installed in a wall junction box combined with the switch for the existing light.
- Where the ceiling or wall surface area has been cut or opened to permit completion of this work, repair and patching is required. Finish surface to match existing and to be primed with latex base primer. Finish to be an airtight barrier at the ceiling/wall plane.
- Minimum exhaust fan characteristics: 120V, 60HZ, UL listed and HVI certified at 0.10" Wg for 90 CFM at 0.7 sone rating. Acceptable quality level: Panasonic FV-08Q2. Substitutions must be pre-approved in writing by KCHA.

- For low headroom situation (e.g. mobile homes), acceptable quality level: Tamarack fan (Mainstream-MHV, 115 VAC, 45 to 96 CFM, .5 to 2 sones); or Panasonic FV-08WQ1 (wall fan). Substitutions must be pre-approved in writing by KCHA.
- Ducting connections to be securely fastened mechanically using #8 plated sheet metal screws or equivalent, 3 screws per joint and sealed with mastic. Ductwork to be rigid metal 30 gauge, 4" in diameter, smooth wall only.
- Roof-caps to include hood and damper. Roof-caps to be metal or plastic for bathroom and area fans and to be metal for kitchen fans. Wall-caps to include hood and damper, and to have 1/4" mesh installed to prevent animal intrusion.

O9:

- Timers/controls to be located in existing wall box. A new matching face plate to cover the new timer and existing light/heat switches. In general the timer is to be set to run from 6:00 AM to 9:00 AM, 4:00 PM to 7:00 PM and Midnight to 2:00 AM - for a total of 8 hours operation in every 24 hour period.
- Minimum characteristics: 120V, 60HZ UL listed, electronic 7day/24 hour timer with 7 daily events; capable of handling 1 HP output; to include battery back-up. Acceptable quality level: AUBE TI033A. Substitutions must be pre-approved in writing by the Program.
- Timers/control characteristics for the Tamarack fan: 120V, 60HZ UL listed, electronic 24 hour timer, 0-60 minutes interval per hour, 0-60 % speed reduction + manual override (boost) button, capable of handling 180 VA motor, control to have a battery back-up. Acceptable quality level: AIRETRACK TM. Substitutions must be pre-approved in writing by the Program.

O11-14:

- Kitchen range hood or ceiling exhaust fan to be generic, medium range quality, have a metal mesh filter, HVI certified for kitchen use and rated to deliver 100 CFM at .10 inches of water gauge. All internal parts to be metal in order to withstand a grease fire. To include an on-off switch and light on the hood.
- Mobile home range hood to be rated for use in mobile homes.
- Ducting connections to be securely fastened mechanically using #8 plated sheet metal screws or equivalent, 3 screws per joint and sealed with mastic. Kitchen range hood ducting to be rigid metal 26 gauge, 6" or 7" diameter (as specified by range hood manufacturer) and smooth wall.
- Roof-caps to be metal and hooded with a damper. Wall-caps to be hooded, with no damper, and the cap to have 1/4" mesh installed to prevent animal intrusion.

O17:

- Replace existing sidewall exhaust fan with mobile home approved unit. Metal sleeve through the wall, chain operated on-off switch, all moving parts weather protected, outside door insulated, UL listed. Acceptable quality level: Philips Ventline or approved equal.

P. MOBILE HOMES (*Weatherization Specs: Section 26*)

"Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. The following items are specific to mobile homes. Other items on Exhibit A also apply to mobile homes where appropriate.

- P1.* Rigid foam insulation to be installed in accordance with attached Mobile Home Roof and Insulation Specifications. Use self-expanding foam to seal any gaps between foam boards. Insulation to cover complete roof. Install sufficient foam board R-value so that the total R-value of the ceiling cavity and exterior roof is as close to R-30 as practical at the edge of the roof.

P2 & P3. Roofing products utilized and installation techniques to be in accordance with manufacturer's instructions and Washington State Department of Labor and Industries (L&I) requirements. Materials to meet ASTM (American Society for Testing Materials) standards. Firm to have available on site the manufacturer's MTS Sheets and installation instructions as well as any ICBO approvals. Install appropriate flashing for awnings where gutters do not fit.

Ethylene Propylene Diene Monomer (EPDM) single-ply membrane to be minimum 45 mils (.045").

Manufacturer to warrant the roof material for a period of not less than twelve years. Firm to warrant labor for a period of not less than five years. Both warranties to be transferable to subsequent homeowners. Firm to initiate manufacturer's warranty and assure homeowner is in receipt of warranty at job completion.

Alteration Permit with L&I required. Evidence of approved permit to be submitted with invoice. Firm responsible for establishing with L&I the process for obtaining Alteration Permit.

- P4.* Install 5" continuous aluminum gutters and 2"x3" aluminum downspouts. Connect downspouts to existing drainage system or, where no system exists, divert drainage away from building.
- P5.* This item is specifically for the attic cavity of the typical mobile home (metal roof covering a truss system). For manufactured homes with roof framing similar to standard single family homes (typically roofed with composition shingles), install loose-fill fiberglass insulation and follow pricing noted above in Section D: Insulation - Attic.
- P9.* New entry doors. Two alternatives: (1) 1-3/8" thick door; to conform to SDI 100-1985; foam core; aluminum door to be thermally broken. (2) 1-3/4" thick door; metal, fiberglass or vinyl clad; foam core; maximum U value of 0.19 (R-5.26); metal door to be thermally broken; door tested in accordance with ASTM C236-87, ISDSI-107 or AAMA 1503.1-88, AAMA 1504-88.



Attachment 3: Bidding and Contractual Requirements

The Contractor agrees to the following requirements concerning bidding and contracting with the Program. Contracts are awarded on a per job basis, and all awards of work are subject to the provisions below.

This document must be completed, signed, and returned by the Contractor along with the other application materials.

Bidding Requirements

1. BIDDING ELIGIBILITY REQUIREMENTS

In order to be eligible to bid on HomeWise Single-Family Weatherization jobs, the Bidder must meet the following responsibility criteria to be considered a responsible Bidder. The Bidder must:

1. at the time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
2. have a current State unified business identifier number and a City of Seattle business license;
3. have industrial insurance coverage for the Bidders employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
4. not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065; and
5. be qualified on the HomeWise Single-Family Weatherization Roster.

Additionally, the Bidder must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in items (1) through (4) above, and possess an electrical Contractor license, if required by Chapter 19.28 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works Contract and subcontract of every tier.

2. SCOPE OF WORK

The Scope of Work for each HomeWise Single-Family Weatherization job shall consist of the measures, units, and accompanying notes provided for the job at the time of preliminary award notice.

All work is subject to the terms and conditions in the HomeWise Contractor Application and Qualification for Single-Family Weatherization Program documents and exhibits, including this document.

3. DECLARATION

The Bidder declares, under penalty of perjury under the Laws of the State of Washington, as follows:

- A.** Bid: I agree to perform the Work in compliance with the HomeWise Contractor Application and Qualification for Single-Family Weatherization Program documents and exhibits, including this document, for the prices stated on the preliminary award notice.

Quote Form

- B. Non Collusion:** I 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 the preparation and submission of a bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.
- C.** I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not disqualified or otherwise debarred from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- D. Responsible Bidder Requirements:** My bid acknowledges that I am in compliance with all of the responsible bidder requirements under RCW 39.04.350, including: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3). I will provide proof of these requirements if requested.
- E. Small Business Certification:** Upon request, I will provide the City a copy of my most recent federal tax return to verify my gross annual revenue information prior to Contract award. (Limited Public Works contracting rules allow for bidding to be limited to firms with annual gross revenues under \$250,000, or under \$1,000,000).

BUSINESS NAME OF BIDDER:				
BUSINESS ADDRESS:				
	Street or PO Box	City	State	Zip
CONTACT INFO:				
	Telephone	Fax	E-mail Primary Contact	
STATE OF WA UBI #			STATE OF WA CONTRACTOR REGISTRATION #:	
EMPLOYMENT SECURITY DEPT. #:			CITY OF SEATTLE BUSINESS LICENSE #:	
ADDENDA ACKNOWLEDGEMENT:				

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

City, State executed	Printed Name and Title
Date	Signature

Contract Requirements

Contracts for each weatherization job awarded are entered into upon execution by the CITY between the **City of Seattle, Washington (“OWNER”)** and the Contractor (**“CONTRACTOR”**).

1. WORK BY CONTRACTOR

The CONTRACTOR shall perform the work described in the contract which include the CONTRACTOR’S Bid, Plans, Specifications and any other related Contract documents which are attached hereto and incorporated herein.

2. NOTICE TO PROCEED/TIME OF COMPLETION

- A. No work is to be performed prior to issuance of Notice to Proceed by the OWNER.
- B. All work under each Contract is to be completed by the date specified in the preliminary award notice.

3. PAYMENT

- A. The OWNER shall pay the CONTRACTOR for the work performed under each Contract Award as follows:

Unit Prices set forth in CONTRACTOR’S Bid.

The CONTRACTOR shall do all work and furnish all labor, tools, materials, equipment to complete the work.

The CONTRACTOR shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work.

- B. The CONTRACTOR shall maintain time and expense records, which may be requested by the OWNER. The CONTRACTOR shall submit invoices to the OWNER for payment for work performed. All invoices must reference the job number and shall be in a format acceptable to the OWNER.
- C. The OWNER shall pay all CONTRACTOR invoices within thirty (30) days of receipt of an approved invoice. Payment for work performed shall not be evidence of acceptable performance or an admission by the OWNER that any work has been satisfactorily completed.
- D. All records and accounts pertaining to each Contract shall be available for inspection upon request by the OWNER for a period of six (6) years after final payment.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the CONTRACTOR shall correct or modify the work to comply with the requirements of the Contract at the Contractor’s sole expense, and without delaying the time of completion. The OWNER shall have the right to withhold payment for such work until it meets the requirements of the Contract documents.

4. RESPONSIBILITY OF THE CONTRACTOR

- A. Safety. The CONTRACTOR shall take all necessary precautions for the safety of all persons on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The CONTRACTOR shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards. The CONTRACTOR is responsible for complying with Section 1-07.23 PUBLIC CONVENIENCE AND SAFETY of the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction (available at http://www.seattle.gov/util/Engineering/Standard_Plans_&_Specs/index.asp)
- B. Correction of Defects. CONTRACTOR shall be responsible for correcting all defects in workmanship or materials discovered within one (1) year after acceptance of this work. If corrections are required, CONTRACTOR is responsible for defects in workmanship and materials for one year after acceptance of those corrections. Within seven (7) days of receiving notice, the CONTRACTOR shall start work to remedy such defects and complete work within a reasonable time. In emergencies where damage may result from

Limited Public Works Contract

delay or where loss of service may result, the OWNER may choose to complete such corrections by contract or any other means. The costs associated with completing this work and any damages resulting from the defects shall be borne by the CONTRACTOR.

- C. Warranty. The CONTRACTOR shall be liable for any costs, losses, expenses, damages including consequential damages suffered by the OWNER resulting from defects in the CONTRACTOR'S work including, but not limited to, cost of materials and labor expended by the OWNER in making emergency repairs and cost of engineering, inspection and supervision by the OWNER.
- D. Nondiscrimination and Affirmative Efforts. The CONTRACTOR agrees not to discriminate against any employee or applicant or any other persons in the performance of the Contract because of race, religion, sex, creed, color, national origin, ancestry, marital status, gender identity, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or other circumstances as may be defined by federal, state or local law or ordinance. The Owner will not enter into contracts with Contractors that do not agree to use Affirmative Efforts to employ women and minority group members as required under SMC 20.42 or who violate any provisions of that chapter. The Contractor shall comply with the provisions of RCW 35.22.650. The Contractor shall comply with the City's Fair Contracting Practices Ordinances law (SMC Ch. 14.10 as amended), which prohibits discrimination in contracting practices.
- E. Employment. The CONTRACTOR, while engaged in the performance of any work or services required under each Contract, shall not be considered an employee of the OWNER. Any and all claims that may arise under the Workers Compensation Act and any and all claims made by a third party as a consequence of any act or omission on the part of the CONTRACTOR while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the OWNER.

5. COMPLIANCE WITH LAWS

- A. The CONTRACTOR shall comply with all federal, state and local laws and regulations applicable to the work to be completed under each Contract.
- B. Any violation of the provisions of this section shall be considered a violation of a material provision of the Contract and shall be grounds for rescission, termination, or suspension of the Contract by the OWNER, in whole or in part, and may result in ineligibility for further work for the OWNER.
- C. Equal Employment Opportunity. The Contractor, by executing each Contract, is affirming that the Contractor complies with all applicable federal, state, and local non-discrimination laws, including but not limited to Chapter 14.04 SMC, Chapter 14.10 SMC, and Chapter 20.42 SMC.
- D. Women and Minority Business Enterprises Non-Discrimination Requirements. The Contractor shall comply with the provisions of RCW 35.22.650 as follows:

“Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.”

“As used in this section, the term ‘minority business’ means a business at least 51% of which is owned by minority group members. Minority group members include but are not limited to blacks, women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics.”

6. TERMINATION OF CONTRACT

- A. The OWNER may terminate the Contract for default and take possession of the premises and all materials thereon and finish the work by whatever methods it may choose, by giving ten (10) days written notice to the CONTRACTOR, upon the occurrence of any one or more of the events hereafter specified:

Limited Public Works Contract

1. The CONTRACTOR makes a general assignment for the benefit of its creditors, or a receiver is appointed as a result of the insolvency of the CONTRACTOR.
 2. The CONTRACTOR refuses or fails to complete the work required herein.
 3. The CONTRACTOR fails to make prompt payment to subcontractors for material or labor.
 4. The CONTRACTOR fails to comply with any applicable federal, state, or local law or regulation.
 5. The CONTRACTOR fails to comply with instructions of the Project Manager, or breaches a material provision of the Contract.
- B. In the event the Contract is terminated by the OWNER for default, the CONTRACTOR shall not be entitled to receive any further amounts under the Contract for work that has not been accepted as of the date of termination. The CONTRACTOR shall bear all costs and liabilities incurred by the OWNER and caused by, or relating to, the Contractor's breach, including, but not limited to, increased costs in completing the work.
- C. Termination for Public Convenience. The OWNER may terminate the Contract in whole or in part if the OWNER determines that termination is in the best interests of the OWNER.

7. OWNERSHIP OF DOCUMENTS

- A. Upon completion or termination of the Contract, all finished or unfinished documents or other materials prepared by the CONTRACTOR pursuant to the Contract shall become the sole physical and intellectual property of the OWNER, and shall be promptly forwarded to the OWNER.
- B. Any records, reports, information, data, or other documents or materials provided to or prepared or assembled by the CONTRACTOR under each Contract will be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval of the OWNER or by court order.

8. CLAIMS

Any claim against the OWNER for damages, expenses, costs or extras arising out of the performance of the Contract must be made in writing to the OWNER within thirty (30) days after the discovery of such damage, expense, cost, or extra, and in no event later than the time of making application to the OWNER for final payment. The CONTRACTOR, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. CONTRACT MANAGEMENT

The Office of Housing shall have primary responsibility for the OWNER under the Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices under each Contract.

10. INDEMNIFICATION AND INSURANCE

See Attachment A.

11. PREVAILING WAGES

The Contract is subject to the prevailing wage requirements of Chapter 39.12 RCW (as amended). NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THE Contract SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any payment under the Contract, the OWNER must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the CONTRACTOR'S responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The CONTRACTOR shall be responsible for all filing fees. Each invoice shall include a signed statement that

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prevailing wages have been paid by the CONTRACTOR and all subcontractors. Following the final acceptance of services rendered, the CONTRACTOR shall submit an "Affidavit of Wages Paid" to the Program.

12. CONTRACT DOCUMENTS AND MODIFICATION

This document, together with the Attachments and/or addenda, along with each Contract Award, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument properly signed by both parties hereto.

13. LIQUIDATED DAMAGES (9-17-08)

Liquidated Damages in the amount of **\$100** per day have been agreed upon to provide compensation for damages resulting from failure to complete the Contract on time. Such obligation shall not be construed as a penalty.

The Contractor:

1. Shall pay Liquidated Damages for delay or for overruns in the Contract Time set forth in Notice to Proceed; and

Liquidated Damages will not be assessed for any day for which an extension of time is granted. No deduction or payment of such damages for delay will release the Contractor, in any degree, from further obligations and liabilities to complete the entire Contract.

14. PAYMENT AND PERFORMANCE BOND (08-18-08)

The Payment and Performance Bond requirement is waived for each project unless otherwise specified by the Owner.

15. RETAINAGE (6-9-08)

Retainage withholding requirements of RCW Ch. 60.28 do not apply to this project.

16. COMPLETION

The Contractor must perform all the obligations under the Contract before the Completion Date can be established. The following must occur before the Completion Date can be established, and the final Contract price calculated:

1. The physical Work on the Project site must be complete; and
2. The Contractor must furnish all documentation required by the Contract or required by law, necessary to allow the Owner to certify the Contract as complete.

The Contractor agrees that establishment of the Completion Date shall not relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim of loss resulting from the failure of the Contractor, a Subcontractor of any tier, or any other person who provides labor, Supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

18. GENERAL PROVISIONS

- A. Governing Law; Forum. The Agreement will be governed by the laws of Washington. The CONTRACTOR irrevocably consents to the exclusive personal jurisdiction and venue of the Superior Court of King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned court.

Limited Public Works Contract

- B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The OWNER and the CONTRACTOR agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and effect of the invalid or unenforceable provision.
- C. Non-waiver. Any failure by the OWNER to enforce strict performance of any provision of the Agreement will not constitute a waiver of the OWNER'S right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the CONTRACTOR arising under the Agreement may be assigned without the OWNER'S prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in the Quote Form.

In witness whereof, the parties have executed this Agreement and it shall become effective upon execution by the OWNER.

CONTRACTOR:

CITY OF SEATTLE:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Indemnification and Insurance
1-07.18 INSURANCE

1-07.18(1) COVERAGES AND LIMITS

The insurance shall provide the minimum coverages and limits of liability set forth below. Providing coverage for these stated minimum limits of liability shall not relieve the Contractor, any subcontractor of any tier or any of their respective insurers from liability for claims in excess of such limits. If Work is subcontracted, applicable minimum coverages and limits of liability may be evidenced by any subcontractor provided that such insurance fully meets the applicable requirements set forth herein.

1-07.18(1)A Commercial General Liability (CGL) insurance

CGL insurance shall include coverage for:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual
5. Independent Contractors
6. Stop Gap (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy)
7. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent
8. Blasting (if explosives are used in the performance of the Work)

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage (CSL) except \$1,000,000 each Offense Personal/Advertising Injury and \$1,000,000 each Accident/ Disease - Policy Limit/ Disease - each Employee Stop Gap or Employers Liability.

1-07.18(1)B Automobile Liability Insurance

Automobile Liability for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$1,000,000 CSL. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

1-07.18(1)C State of Washington Statutory Workers' Compensation Insurance

The Contractor shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

1-07.18(1)D Contractor's Pollution Liability Insurance

The Contractor shall provide a Pollution Liability policy for claims, including investigation, defense, or settlement costs and expenses that involve bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically injured) covering:

1. Pollution conditions caused or made worse by the Contractor, including clean-up costs for a newly caused condition or a historical condition that is made worse.
2. The vicarious liability of subcontractors of any tier.

Such Pollution Liability insurance shall provide a minimum limit of liability of \$500,000 each claim with a minimum aggregate of \$500,000 dedicated to the Project.

1-07.18(2) GENERAL REQUIREMENTS (DO NOT APPLY TO STATE OF WASHINGTON STATUTORY WORKERS' COMPENSATION INSURANCE)

1. The Contractor shall (1) not begin Work until certification of insurance as required in section 1-07.18(4) has been delivered to and approved by the Owner, and (2) keep required insurance in force at all times during the term of the Contract. The term "insurance" herein shall include but not be limited to self-insurance, alternative risk transfer techniques, capital market solutions or any other form of risk financing.

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2. Each insurer must either be (1) authorized to do business in the state of Washington and maintain A.M. Best's ratings of A-: VII or higher, or (2) procured as surplus lines under the provisions of chapter 48.15 RCW ("Unauthorized Insurers"), except as may otherwise be approved by the Owner.
3. The City of Seattle shall be included as an additional insured for primary and non-contributory basis as respects insurance coverages specified in sections 1-07.18(1)A (CGL insurance) and 1-07.18(1)B (Automobile Liability insurance). As respects CGL insurance, and Contractor's Pollution Liability Insurance (if required), such additional insured status shall (1) be evidenced by an ISO endorsement form CG 20 10 or equivalent endorsement or blanket additional insured language, (2) be primary and non-contributory as respects the Owner's insurance, and (3) contain a "cross liability" provision. ISO endorsement form CG 20 12 or equivalent endorsement or blanket additional insured language limiting additional insured status to governmental permitting shall not satisfy the requirements of this paragraph.
4. Written notice of cancellation must be actually delivered or mailed to the Owner not less than thirty (30) days prior to the effective date of any cancellation except for cancellation for nonpayment of premium, which notice shall be not less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW) 48.18.290 ("Cancellation by insurer."). Notice under this paragraph shall be sent by mail to the City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124, by fax to (206) 470-1270 or as an e-mail attachment to RiskManagement@Seattle.Gov.
5. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five (5) business days notice to the Contractor to correct the breach, may immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
6. Any self-insured retention (S.I.R.) in excess of \$25,000 that is not "fronted" by an insurer must be disclosed and is subject to the Owner's approval. Upon request by the Owner, the Contractor shall (1) furnish financial information that the Owner may reasonably require to assess the Contractor's risk bearing capacity, and (2) provide a written statement that the Contractor will defend and indemnify the Owner against any claim within the Contractor's S.I.R. at least to the same extent that coverage would be afforded to the Owner under the relevant insurance policy(ies) meeting the requirements stated herein. The cost of any payments for defense and indemnity falling within the S.I.R. shall be the responsibility of the Contractor.
7. The Contractor and/or any subcontractor of any tier shall comply with all of a railroad's risk management requirements (including purchasing Railroad Protective Liability Insurance) before performing construction services work adjacent to or upon a railway's right of way and/or property.
8. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(3) SUBCONTRACTOR INSURANCE

Contractor shall contractually require that each subcontractor of every tier maintain at a minimum the insurance coverages specified in sections 1-07.18(1)A (CGL insurance) and 1-07.18(1)B (Automobile Liability insurance) and include the City of Seattle as an additional insured for primary and non-contributory limits of liability. As respects CGL insurance, and Contractor's Pollution Liability Insurance (if required), such additional insured status shall (1) be evidenced by an ISO endorsement form CG 20 10 or equivalent endorsement or blanket additional insured language, (2) be primary and non-contributory as respects the Owner's insurance, and (3) contain a "cross liability" provision. ISO endorsement form CG 20 12 or equivalent endorsement or blanket additional insured language limiting additional insured status to governmental permitting shall not satisfy the requirements of this paragraph. Upon request of the Owner, the Contractor shall cause evidence of such insurance to be provided to the Owner as specified in section 1.07.18(5).

1-07.18(4) NO LIMITATION OF LIABILITY; ADDITIONAL INSURED

The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Contractor, that of any subcontractor of any tier or of any of their respective insurers. Any provision in any Contractor or subcontractor insurance policy that limits available limits of liability to those specified in a written agreement or contract shall not apply and all insurance policies, with the exception of Professional Liability and Workers Compensation, shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Contractor or subcontractor, whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Contractor are greater than those required by this Contract, and regardless of whether the certification of insurance provided by a subcontractor of any tier pursuant to section 1-07.18(3) specifies lower minimum limits than those specified for or maintained by the Contractor.

1-07.18(5) EVIDENCE OF INSURANCE (DOES NOT APPLY TO STATE OF WASHINGTON STATUTORY WORKERS' COMPENSATION)

The Contractor shall deliver to the Owner certification of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certification of insurance must include the following:

1. An ACORD certificate or equivalent form fully disclosing all coverages and limits of liability maintained.
2. A copy of the additional insured endorsement or blanket additional insured language to the Commercial General Liability and (if required) Pollution Liability insurance documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability and (if required) Products and Completed Operations Additional Insured; A statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.
3. Any other policy language or endorsements that documents compliance with the requirements herein.
4. Should any insurance policy neither be issued nor delivered to the named insured Contractor at the time it delivers the signed Contract for the work, the Contractor shall deliver and maintain on file with the City binders of insurance evidencing compliance with the requirements herein. As soon as practicable after delivery of the policy(ies), the Contractor shall deliver the certification specified in paragraphs 2., 3. and 4. above.

At any time upon the Owner's request, the Contractor shall forward to the Owner a true and certified copy of any insurance policy(s).

1-07.18(6) RESERVED

1-07.18(7) RESERVED

1-07.18(8) INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the Owner and its officers, employees and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense on account of injury to or death of any and all persons, or on account of property damage of any kind, whether tangible or intangible, or loss of use resulting therefrom arising out of or in any manner connected with the Work performed under this Contract, or caused or occasioned by reason of the presence of the property, or an officer, employee or agent of either the Contractor or a Subcontractor upon or in proximity to the property of the Owner, at any time before the Completion Date.

If the claim, suit, or action for injuries, death, or damage is caused by or results from the concurrent negligence of (a) the Contractor or its officer, agent, or employee and (b) the Owner or its officer, agent or employee, these indemnity provisions shall be valid and enforceable only to the extent of the Contractor's negligence.

The Contractor shall also indemnify, defend, and save harmless any county, city or district and the officers and employees of said county, city or district connected with the Work within the limits of which county, city or district the Work is being performed hereunder all in the same manner and to the same extent as provided above for the protection of the Owner and the Owner's officers, employees and agents provided that no retention of money due the Contractor will be made by the Owner except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city or district.

Limited Public Works Contract

The Contractor hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Project from any cause, and hereby waives all claims against the Owner. The Contractor further waives, pursuant to negotiations with the Owner, and with respect to the Owner only, its immunity under RCW Title 51, Industrial Insurance.

1-07.18(9) WORKER'S BENEFITS

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the Owner may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

For work on or adjacent to water, the Contractor shall make the determination as to whether workers are to be covered under the Longshoremen's and Harbor Worker's Compensation Act administered by the U.S. Department of Labor, or the State Industrial Insurance coverage administered by the Washington State Department of Labor and Industries, or both coverages.

The Contractor shall include in the Bid, all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. The "Request for Release" form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.





City of Seattle
 Office of Housing
 Gregory J. Nickels, Mayor
 Adrienne E. Quinn, Director



John L. Flynn
 HomeWise Program Manager

Attachment 4: Contractor Application Face Sheet

Applicant Organization:

Address:

Telephone #:

Contact Person:

Title: Telephone #:

Employer E.I.N. Number:

In signing below, the Applicant agrees to all terms and conditions of the **HOMEWISE SINGLE-FAMILY WEATHERIZATION PROGRAM CONTRACTOR APPLICATION AND QUALIFICATION PROCEDURES** and all associated Attachments and Exhibits, which are part of this application package.

Further, the Applicant states that he/she is (a partner or officer of the firm of, etc.) the party making the application, that such application is genuine and not collusive or sham: that said Applicant has not colluded, conspired, connived or agreed, directly or indirectly, with any applicant or person, to put in a sham proposal or to refrain from applying, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price of affiant or of any other Applicant, or to fix any overhead, profit or cost element of said proposed price or of that or any other Applicant, or to secure any advantage against the City of Seattle, or any person interested in the proposed contract: and that all statements in said application are true.

Signature of Legal Authority: _____

Title: Date:

SUBSCRIBED and SWORN to before me
 this ____ day of _____, 20__.

 Notary Public

My commission expires _____