

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.	21422
	Amendment No.	1
The HON Company LLC 600 East 2 nd Street Muscatine, IA 52761	Effective Date	05.15.2023

FIRST AMENDMENT
TO
PARTICIPATING ADDENDUM FOR NASPO MASTER AGREEMENT MA3970
STATEWIDE CONTRACT NO. 21422
OFFICE FURNITURE AND RELATED SERVICES

This First Amendment (“Amendment”) to Participating Addendum No. 21422 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and The HON Company LLC, an Iowa LLC (“Contractor”) and is dated as of May 15, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Participating Addendum pertaining to NASPO Master Agreement No. 21422 for Office Furniture and Related Services dated effective as of May 5, 2023 (“Participating Addendum”).
- B. Pursuant to the terms and conditions of the Participating Addendum, State has authorized specified eligible purchasers to contract with Contractor to obtain the goods/services set forth in the above-referenced NASPO Master Agreement. Depending upon the Contractor, the eligible purchaser, and/or the particular work performed by Contractor (or its subcontractors) to provide such goods/services, such work may be subject to the State of Washington’s statutory requirement to pay prevailing wages. *See* RCW 39.12; *see also*, WAC 296-127.
- C. The Parties now desire to amend the Participating Addendum to address prevailing wages.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Participating Addendum as follows:

- 1. PREVAILING WAGES. The Participating Addendum is amended to add the following new section:

9. PREVAILING WAGES.

9.1. CONTRACTOR OBLIGATION. Notwithstanding any provision to the contrary, prior to providing any goods/services (“work”) pursuant to the above-

referenced NASPO Master Agreement, Contractor shall confirm whether such work is subject to the State of Washington's requirement to pay prevailing wages (RCW 39.12) as set by the Department of Labor and Industries (LNI). Further, Contractor agrees to follow all the prevailing wage requirements set by Department of Labor and Industries (LNI) if required. Contractor understands and acknowledges that, unless exempt, Washington's Prevailing Wage on Public Works Act (RCW 39.12) requires contractors (including any subcontractors) to pay all workers employed in the performance of any part of such work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

9.2. CONTRACTOR REQUIREMENTS IF WORK IS NOT EXEMPT FROM PREVAILING WAGES. Unless exempt, Contractor shall comply with the following for any work performed pursuant to the above-referenced NASPO Master Agreement, as authorized by the Participating Addendums.

(a) WAGE RATES. Contractor (including its subcontractors) shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers, workers, or mechanics who perform any work, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

(b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under the above-referenced NASPO Master Agreement, as authorized by the Participating Addendum, Contractor (and its subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.

(c) INVOICES & PARTICIPATING ADDENDUM PAYMENTS. Contractor understands and agrees that each invoice for payment for work submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. For work, copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of

Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.

- (d) AFFIDAVIT OF WAGES PAID. Upon completion of work under the above-referenced NASPO Master Agreement, as authorized by the Participating Addendum, Contractor (and its subcontractors) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor and/or subcontractors for Work on the submittal of such Affidavit of Wages Paid.
 - (e) LABOR & INDUSTRIES FEES. Contractor or subcontractor(s) shall pay to the Washington State Department of Labor and Industries any applicable fees for any Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
 - (f) PAYROLL RECORDS. Contractor or subcontractor(s) shall retain payroll records pertaining to work performed under the above-referenced NASPO Master Agreement, as authorized by the Participating Addendum, for three (3) years following expiration or termination of applicable Purchase Order and, upon request, provide certified copies of such payroll records to Enterprise Services.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Participating Addendum is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Participating Addendum or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**THE HON COMPANY LLC,
AN IOWA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Eric Schroeder*
Eric Schroeder (Jun 14, 2023 09:36 CDT)

By: *Nick Ioanna*

Name: Eric Schroeder

Name: Nicholas Ioanna

Title: Vice President, Finance

Title: Procurement Supervisor

Date: 06/14/2023

Date: 6/14/23










21422 AMD1

Final Audit Report

2023-06-14

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