

ATTACHMENT A

King County Housing Authority (OWNER'S) GENERAL CONDITIONS

- A. All work is to be executed in accordance with applicable building codes, as adapted by the Authority having jurisdiction and other applicable codes and in accordance with generally accepted industry standards. All products and materials are to be new and handled and applied in accordance with the manufacturer's recommendations.
- B. A responsible/qualified contractor must meet the following minimum standards:
 - a. Have had five years experience under the same name in the **Civil Sitework** contracting business, or, if less than five years, must have successfully completed at least five projects similar in scope and value.
 - b. Subcontractors shall have five years experience under the same name in the **Civil Sitework** contracting business, or, if less than five years, must have successfully completed at least five projects similar in scope and value.
 - c. Have the technical and financial resources to perform and complete the projects successfully in compliance with the drawings and specifications, terms and conditions of the contract, and actually perform a major portion of the work—at least seventy-five percent (75%) of the work.
 - d. Have a good record of past performance that includes, but is not limited to, high quality work, ability to complete projects on time, contractors integrity, compliance with public policy, financial, contractual and tax obligations, as well as Federal and State rules and regulations in performing construction projects.
- C. Contractor shall pay for and obtain all permits, licenses and inspections necessary for proper execution and completion of the work.
- D. Work shall be completed within the time period negotiated between the OWNER and the contractor.
- E. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER. If the Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the OWNER in writing. The OWNER shall make a final judgment as to the intent of Contract Documents.
- F. If Contractor performs any construction activity, and it knows or should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the cost of performance and, shall bear the cost for its correction.
- G. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the OWNER, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- H. Substitutions shall be allowed where qualities and attributes including, but not limited to, performance, weight, size, durability, visual effect, and specific features and requirements indicated are deemed equal or greater by the OWNER in the OWNER's sole discretion. All

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requests for substitutions must be made in writing to the OWNER and shall not be deemed to be approved until and unless approved in writing by the OWNER.

- I. Contractor is to protect existing structures, landscaping and other property during the course of work. Barricades and other temporary protective measures shall be employed as necessary to prevent damage to Contractor's work and to prevent damage or injury to others and their property. Any property damaged by contractor shall be repaired or replaced at Contractor's expense.
- J. Before commencing any excavation or cutting concrete, Contractor shall provide notice to the OWNER and utilities companies, and employ the services of a locator services. Any property damaged by contractor shall be repaired or replaced at Contractor's expense.
- K. All work shall be performed between the hours of 8:00a.m. to 5:00 p.m. Except emergency work all work performed outside of these hours shall be approved, in advance, by THE OWNER.
- L. Workers shall keep noise levels at a minimum and will conduct themselves in a professional manner at all times while on the property.
- M. Parking is limited and as such the on-site staff requires knowledge of all contractors' vehicle movements within the property.
- N. The Contractor shall provide an approved Statement of Intent to Pay Prevailing Wage from the WA State Department of Labor and Industries prior to beginning work. An Affidavit of Wages Paid must be submitted at the end of the contract.

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

ATTACHMENT C

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

ATTACHMENT D

FAIR HOUSING / ACCESSIBILITY NOTICE

Subject: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Purpose: The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.

Notifications: Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

To read the full text of the Notice: Go to www.KCHA.org, Notice to all Contractors, Vendors and Property KCHAs doing business with King County Housing Authority.... and click on and read - [Fair Housing /Accessibility Notice](#)

Attachment E

SECTION 00800

SPECIAL CONDITIONS

- A. The following special conditions shall apply to this project:
1. **Hazardous Materials:** No asbestos or lead base paint shall be used in any part of the work of this Contractor nor shall any be allowed to be brought on the site of the work, nor shall any products containing asbestos or lead base paint (such as primers applied by manufacturers) be allowed in any part of the work.
 2. **Safety and Occupational Health:** Contractor, in entering into a Contract for this work, agrees that he/she shall be solely responsible for conformance by those in his/her employ and by his/her subcontractors and their employees and by others directly or indirectly connected with work under his/her contract, with the requirements and regulations of the State of Washington Department of Labor and Industries, Division of Industrial Safety and Health, Chapter 296-24 WAC "General Safety and Health Standards" and other Federal and Local safety standards in performance of the construction work. The Housing Authority is not responsible for any construction accidents or health problems associated with this Contract.
 3. **Contractor's Tax Obligation:** Contractor shall pay all applicable taxes for this project. See Tax Bulletin included with bid documents. Please note: the Housing Authority does not pay tax on labor.
 4. **Quality Assurances I:** Where requirements governing any portion of the work in this Contract are stated in more than one place in these Specifications, the work requiring the more specific and/or most stringent performance quality shall govern.
 5. **Quality Assurances II:** Supervision by experienced personnel shall be required to assure installation of the specified work in accordance with manufacturer's recommendation.
 6. **Disposal of Debris:** Contractor shall keep an open file of all receipts of legal and lawful disposal of debris removed during construction under this Contract.
 7. **Guarantee:** Contractor shall submit manufacturers' guarantees of all products installed and his/her own minimum two (2) year guarantee on workmanship for installations.
 8. **Records Access:** Contractor shall allow access to their records for six (6) years from the close of the Contract.
 9. **Insurance:** Contractor shall submit insurance endorsement to the Housing Authority prior to award of contract.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Scope**: Accomplish all work described in Specifications and Drawings, for **Civil Sitework for King County Housing Authority “Owner”** properties.

NOTE: See "Form of Proposal" in the bid documents for scope of work

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- | | | |
|----|--------------------------------------|---------------|
| 1. | Special Conditions | Section 00800 |
| 2. | Applicable Codes and Standards | Section 01080 |
| 3. | Submittals | Section 01300 |
| 4. | Special Controls | Section 01560 |
| 5. | Project Administration and Close-out | Section 01700 |

1.03 CONTRACTOR'S DUTIES

1. Except as specifically noted, provide and/or pay for:
 - a. Labor, materials and equipment
 - b. Tools, construction equipment and machinery
 - c. All facilities and services necessary for proper execution and completion of work
 - d. Inspections
 - e. Perform inspection as required and stipulated in “PROJECT ADMINISTRATION AND CLOSE-OUT”
2. Pay legally-required sales, consumer, use and other similar taxes to proper authority as required by law. All these taxes should be included in the bid prices.
3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
 - a. All applicable fees and expenses.
 - b. Government fees.
 - c. Utility hook-up fees.
 - d. All other applicable fees and expenses.
4. Give required notices: Provide minimum 72 hours notice to Housing Authority prior to scheduled start of work on any building.
 - a. All required notices must be given to the KCHA Property Manager.

5. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
6. Promptly submit written notice to Owner of any observed variance in contract documents from legal requirements.
7. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.
8. Provide at his/her own expense, temporary cover over exposed areas when work is not in progress.
9. Be solely responsible for costs of repairs to a condition unacceptable to the Owner of any damage to Owner's property caused in the performance of the work during the duration of this contract.
10. Be responsible for all clean-up:
 - a. All dangerous debris, including that containing nails, is to be removed from all foot and car traffic areas at end of each working day.
11. Contractor shall visit sites to check and field verify all measurements before bidding on the work, ordering materials for the work or performing any part of the work. (Quantities and sizes stated in these Specifications and Drawings are either approximate or in need of verification.)
12. Be familiar with the grounds and local conditions affecting cost of work.
13. To best of his/her ability and to the extent that conditions allow, complete the work for one grounds area before proceeding to another grounds area.
14. All Change Order requests must be in written Housing Authority format and must be approved first prior to the start of work.

PART 2 - PRODUCTS**2.01 CONDITIONS OF PROPOSAL:**

- A. In submitting the bid, it is understood by the contractors that the Owner reserves the right to choose bid options (base bid/alternate bid or a combination of both), to award the contract to one contractor or a number of contractors based on bid prices, contractor qualifications, and other factors that serve the best interest of the Owner. Also the Owner reserves the right to reject/cancel all or any part of the work, or request the contractor to perform the proposed work in different phases based on budget conditions.

2.02 CONTRACTOR USE OF PREMISES

Confine operations at site to areas permitted by:

- * Law
 - * Ordinances
 - * Permits
 - * Contract Documents
 - * Agreements with Owner
- A. If no work limits are indicated, confine all construction operations within the limits of the site in areas designated by Owner.
- B. Abide by all laws, ordinances, permits and the Contract Documents.
- C. Do not unreasonably encumber site with materials or equipment. Specifically store materials not to be used during any current day in covered bays located in enclosed maintenance shop compound or parked along street curbs or elsewhere permitted by the Owner. Secured storage overnight required for all materials, equipment. Keep dumpsters covered overnight.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of the Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Do not load structure with weight that will endanger structure.

2.03 CONTRACTOR HOURS OF OPERATION

Contractor and subcontractors who contract to do the work may begin work no earlier than 8:00 A.M., and must cease work not later than 5:00 P.M., on any given day. No work is permitted on Saturday or Sunday unless performing emergency response/repairs or with approved advanced notice by the Owner.

PART 3 - EXECUTION**3.01 GENERAL**

The General Contractor shall perform the work as described in this Section of the Specifications and in accordance with a construction schedule submitted under Section 01300, SUBMITTALS. He/she shall coordinate his/her work with that of subcontractors, suppliers, manufacturers, government agencies, Owner's forces and all others concerned with the work so as to meet all requirements of law and these specifications for this project.

3.02 TIME OF COMPLETION

See "Form of Proposal" in the Bid Documents.

END OF SECTION

SECTION 01080

APPLICABLE CODES AND STANDARDS

PART 1 - GENERAL

1.01 SCOPE:

- A. Wherever possible throughout the Contract documents, the codes ordinances, regulations and industry standards that govern the work have been noted. The applicable codes, ordinances, regulations and standards are recapitulated in this Section of the Specifications as a guide to the Contractor. Unless otherwise noted, all editions are the latest edition current and in force at the time of the date of the drawings and specifications.
- B. Related Work Described Elsewhere:
 - 1. Contractual Requirements for Compliance: General Conditions
 - 2. Technical and Non-Technical Requirements for Compliance

PART 2 - PRODUCTS

2.01 CODES, ORDINANCES, REGULATIONS AND STANDARDS

Codes in effect and regulatory agencies for the work include but are not limited to the following. It shall be the responsibility of the Contractor to ascertain and comply with any pertinent regulations or offices other than those listed:

Local Building Department
Office of the State Fire Marshall
Office of the State Department of Health
Office of the State Electrical Inspector
Office of the Department of Labor and Industries
Local Building Code
Uniform Building Code
Local Zoning Code
National Fire Protection Association Codes (inclusive as applicable)
National Fire Protection Association Pamphlet No. 70, National Electrical Code
Uniform Plumbing Code
Washington Industrial Safety and Health Act (WISHA)
Uniform Mechanical Code
National Electric Code
Safety Code for Elevators and Escalators (ANSI/ASME A17.1)
ADA Code 4.10 Elevators
Uniform Federal Accessibility Standards

2.02 **ASSOCIATIONS AND STANDARDS**

ANSI: American National Standards Institute
1430 Broadway, New York, NY 10018
(formerly ASA, the USASI)

APA: American Plywood Association
Tacoma, Washington

ASTM: American Society for Testing & Materials
1916 Race Street
Philadelphia, PA 19103

NFPA: National Fire Protection Association
60 Batterymarch Street
Boston, MA 02110

UBC: Uniform Codes of International Conference of Building Officials,
Uniform Building Codes
5360 S. Workman Mill Road
Whittier, CA 90601

UPC:* Uniform Plumbing Codes

UMC:* Uniform Mechanical Codes

UL: Underwriters Laboratories
207 East Olive Street
Chicago, IL 60611

WALP: Washington Association of Landscape Professionals

* Names and addresses of other organizations appear in the Technical Section where their products are specified, or are listed in Sweet's Architectural File.

PART 3 - EXECUTION

3.03 **COMPLIANCE**

The Contractor shall ascertain and comply with all codes, ordinances, regulations, and industry standards as shown on the drawings and as specified herein and/or as required by the public authorities that govern the work.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SCOPE

A. Work Included

1. Construction Schedules
2. Schedule of Values, Certificates, Warranties
3. Shop Drawings, Product Data and Samples
4. Government Forms/Documents

B. Work Described Elsewhere

- | | |
|---|---|
| 1. Contractual Requirements
for Submittals | General Conditions |
| 2. Individual Submittals Required | Pertinent Sections of these
Specifications |
| 3. Specific Submittal Requirements | Section 01700 |

1.02 SUBMITTAL HANDLING

All submittals shall be in strict accordance with provisions of this Section. All submittals shall be forwarded to the Project Manager assigned to the Contract.

1.03 RESPONSIBILITIES

No portion of the work requiring submission under this Section shall be commenced until the Project Manager has reviewed and approved the submittal. All such work shall be accomplished in accordance with approved submittals.

PART 2 - PRODUCTS

2.01 CONSTRUCTION REPAIR SCHEDULE

A. General:

The contractor shall prepare, in a simplified form, a project schedule illustrating the contractor's proposed plan for meeting the completion date. The schedule shall include proposed hours at the contract pricing.

2.02 **APPLICATION AND CERTIFICATION FOR PAYMENT- NOT APPLICABLE FOR THIS SECTION**

A. **General:**

1. Prepare an Application and Certificate of Payment, AIA Document G702 & G703 (provided at Preconstruction conference).
2. Itemize a separate line item for the work required by each Section of these Specifications.

2.03 **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

A. **General:**

Advanced submittal of shop drawings, products data and samples, certificates and warranties shall be required of the contractor. This is to insure that specified products are furnished and installed in accordance with the design intent and to avoid delays caused by delivery of the non-conforming or unapproved products to the job site.

B. **Shop Drawings**

1. Shop drawings are drawings, diagrams, schedules and other data prepared by the contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portions of the work.
2. Use scale sufficiently large to show all pertinent features of item and its methods of connection to the work.

C. **Product Data:**

1. Product data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the contractor to illustrate a material, product or system for some portion of the work.
2. Clearly mark each copy of submittal to identify pertinent material, products or models. Indicate required dimensions, performance characteristics and capacities of significance to design intent.

D. **Samples:**

1. Samples are physical examples which illustrate materials, equipment or workmanship, and serve to establish standards by which completed work will be judged.
2. Provide samples of sufficient size and quantity to clearly illustrate all characteristics of item to be furnished.

E. Certificates and Warranties:

1. Certificates and warranties shall be actual documents of the manufacturer, of legible quality, and represent various standards of products required based on independently tested results shown and legal limitations of manufacturer's backing of its product.

PART 3 - EXECUTION**3.01 IDENTIFICATION OF SUBMITTALS**

Completely identify each submittal and resubmittal by at least the following information:

- A. Name and address of the submitted, plus name and telephone number of individual who may be contacted for further information.
- B. Project title.
- C. Drawings, schedule and detail number, and specifications section number to which submittal applies.
- D. Whether submittal is an original or a resubmittal.

3.03 TIMING OF SUBMITTALS**A. Shop Drawings, Product Data, Samples, Certificates & Warranties:**

Review, approve and submit far enough in advance of the scheduled dates of installation and in such sequence as to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. Allow at least two full weeks for Project Manager's review following his receipt of the submittal.

- B. **Delays:** Cost of delays occasioned by tardiness of submittals may be back charged as necessary and shall not be borne by Owner.

3.04 NUMBER OF SUBMITTALS REQUIRED

Unless otherwise directed, a minimum of two (2) copies of each type of submittal is required for use by the Project Manager. The contractor shall determine how many additional copies are required for his/her, or subcontractor's use.

3.05 SUBMITTAL SCHEDULE

The list of submittals identified in this Section includes, but does not necessarily delimit, submittals required by the various sections of these specifications.

END OF SECTION

SECTION 01560

SPECIAL CONTROLS

PART 1 - General

1.01 SCOPE

A. Work Included:

- Noise Control
- Dust Control
- Pollution Control
- Clean Up
- Safety and Occupational Health

PART 2 - PRODUCTS

2.01 NOISE CONTROL

Hold noise generated by construction and other associated activities to an absolute minimum. No noise shall be generated before 8:00 A.M. or after 5:00 P.M.

2.02 DUST CONTROL

No visible airborne dust due to contractor's activities will be allowed.

Contractor shall immediately sprinkle for dust control when dust is generated.

Contractor shall keep material particles to an absolute minimum by containment of particles at discharge source.

Contractor is liable for any contemporaneous or subsequent damages caused by dust generated by his activities.

2.03 POLLUTION CONTROL

Comply with all applicable pollution control regulations and ordinances, and best safety practices.

2.04 PROTECTION OF EXISTING PROPERTY

Contractor shall take all necessary steps including adherence to all applicable codes, regulations and best safety standards to ensure the safety of all residents, KCHA staff and visitors. Contractor shall ensure all existing and surrounding properties do not incur damage as a result of work performed in accordance with this Contract. Also see Section 01010, "Summary of Work."

2.05 PATCHING OF WORK

Contractor shall do all work required to repair any damages as a result of Contractor's work under this contract. Contractor shall replace all damaged work to match existing condition in timely fashion.

2.06 CLEAN – UP**General:**

The Contractor and each subcontractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At completion of the work, Contractor shall remove all waste materials and rubbish from and about the Project as well as all Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to enforce clean-up procedures, the Owner may undertake the clean-up directly or through Contractor(s), and the cost thereof shall be the responsibility of the Contractor.

2.05 SAFETY AND OCCUPATIONAL HEALTH

Contractor, in entering into a Contract for this work, shall be solely liable for conformance with the requirements and regulations of the State of Washington Department of Labor and Industries, whether such conformance is satisfied by those in the employ of the Contractor, its subcontractors and their employees, and any party acting on its behalf.

PART 3 - EXECUTION**3.01 GENERAL**

Contractor shall maintain special controls over the life of the project and pay all costs associated with the execution of the provisions of this Section.

END OF SECTION

SECTION 01700
PROJECT ADMINISTRATION AND CLOSE-OUT

PART 1 - GENERAL

1.01 **SCOPE**

- A. **Work Included:**
- | | |
|--------------------------------------|--|
| - Project Administration & Close-out | - Bid Procedure |
| - Project Record Documents | - Insurance Requirements |
| - Preconstruction Procedure | - Instructions to Bidders/
Bidding Instructions |
| - Special Conditions | - Section 00800 |
| - Summary of Work | - Section 01010 |
| - Applicable Cods & Standards | - Section 1080 |
| - Special Controls | - Section 01560 |

PART 2 - PROCEDURES AND DOCUMENTS

2.01 **BID PROCEDURE AND DOCUMENTS**

- A. **General:**
Only complete bid documents received by the time set forth in the Invitation to Bid, will be accepted. A bid shall be considered complete only if it contains the forms and documents listed in part 2.01, D below, properly completed and signed and enclosed with the Bid.
- B. **Bid Date:**
See Invitation to Bid
- C. **Bid Address/Phone:**
King County Housing Authority/206-574-1220
600 Andover Park West
Seattle, WA 98188
Attention: Matt Peterson
- D. **Bid Documents/Submittals:**
1. **Bidder's Information:** With an original signature. Forms included.
 2. **Form of Proposal:** With an original signature. Forms included.
 3. **Non-Collusive Affidavit:** With an original signature. Form included.
 4. **Equal Opportunity Clause:** With an original signature. Form included.

2.02 **PRECONSTRUCTION PROCEDURE**

A. **General:**

The preconstruction period is the term between the submittal of the Bid and the beginning of construction.

B. **Preconstruction Documents/Submittals:**

1. **General Contractor's License:** Provide photocopies of State General Contractor's License on 8 1/2" X 11" sheets
2. **Insurance** shall show all insurance coverages required by these Specifications and shall name the Owner- King County Housing Authority as a co-insured (see insurance information). Submittal is a prerequisite to KCHA's signature on Contract.
3. **List of Subcontractors:** List shall include full company name, address, phone number and name of principal of each and every subcontractor to be used by General Contractor. List shall also indicate portion of the work to be executed by each Subcontractor. Submit list at Pre-Construction Conference.
4. **Construction Schedule:** See Section 01010, "Summary of Work".
5. **Intent to Pay Prevailing Wages and Affidavit of Prevailing Wages Paid:** If required, Contractor will submit, at his/her own expense, the Intent to Pay Prevailing Wages form prior to first contract payment and the Affidavit of Prevailing Wages Paid form prior to release of retainage.

2.03 **FINAL COMPLETION PROCEDURE**

The final completion identifies the sequential steps which must be taken by the Contractor to close out the Project. See further Part 3.02, this Section of the Specifications.

PART 3 - EXECUTION

3.01 **PRECONSTRUCTION PROCEDURE**

A. **Preconstruction Conference:**

Prior to the beginning of construction, the Owner, King County Housing Authority personnel will schedule a meeting with the Contractor, all Subcontractors and other interested parties to discuss project procedures and requirements.

3.02 **FINAL COMPLETION PROCEDURE**

A. **Inspections:**

1. **General:** At any stage of the work, the Owner reserves the right to reject any portion of the work performed thus far when it falls below established standards. Before further progress in affected area, Contractor will make required changes at no extra contract cost. See Section 01010, "SUMMARY OF WORK" for further general inspection requirements.

2. **Punch List Inspection:** Inspection will be made by the Owner's representative accompanied by the Contractor or his/her representative. This inspection will be made when the Contractor notifies the Owner representative that he/she is ready.
3. **Final Inspection:** To be done when Contractor notifies the Owner's representative that all punch list Items have been corrected.

END OF SECTION

Maintenance Wage Rate Determination		U.S. Department of Housing and Urban Development Office of Labor Relations			
Agency Name: King County Housing Authority 600 Andover Park W. Tukwila, WA 98188 (Sedro Woolley, King County HA)		LR 2000 Agency ID No: WA23-ALL		Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance	
		Effective Date: November 1, 2019		Expiration Date: October 31, 2020	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>					
/S/ Eugene Hairston, SLRS HUD Labor Relations (Name, Title, Signature)			Revised 6.22.2020 Date		
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	
Carpenter		\$32.02		\$10.49	
Plumber/Cement Mason - Finisher		\$32.02		\$10.49	
Electrician		\$32.02		\$10.49	
Refrigeration Mechanic		\$32.02		\$10.49	
Painter		\$27.06		\$8.85	
Drywall		\$27.06		\$8.85	
Glazier		\$27.06		\$8.85	
Roofer		\$27.06		\$8.85	
Backhoe Operator		\$27.06		\$8.85	
Paving Machine Operator - Self Propelled		\$27.06		\$8.85	
Soft Floor Layer		\$25.27		\$8.27	
Concrete Saw Operator		\$25.27		\$8.27	
Motor Grader		\$25.27		\$8.27	
Truck Driver all yardage		\$25.27		\$8.27	
Pipefitter		\$25.27		\$8.27	
Laborer		\$25.27		\$8.27	
Tree Trimer/Tree Climber		\$19.78		\$6.30	
HVAC/Furnace Mechanic		\$32.02		\$10.40	
Elevator Mechanic		\$55.86		\$39.76	
Pressure Washer		\$19.78		\$6.30	
Asphalt Painter		\$27.06		\$8.85	
Low Voltage Technician		\$32.02		\$10.49	
Paver/Roller/(Sakai Roller)		\$27.06		\$8.85	
Screedman		\$27.06		\$8.85	
Asphalt Raker		\$25.27		\$8.27	
				<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) <div style="border-bottom: 1px solid black; width: 100px; margin-left: auto;"></div> LR Staff Initial	
				FOR HUD USE ONLY	
				LR2000:	

[Log in:](#)
[Log out:](#)

"General Decision Number: WA20210091 04/02/2021

Superseded General Decision Number: WA20200091

State: Washington

Construction Type: Residential

County: King County in Washington.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/29/2021
2	04/02/2021

BRWA0001-018 06/01/2017

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 39.46	16.15
BRICKLAYER.....	\$ 39.46	16.15

ELEV0019-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.73	36.365+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

LAB00238-001 06/01/2019

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 28.21	13.00

LAB00242-001 06/01/2019

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 40.36	11.94

PAIN0005-011 07/01/2013

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only).....	\$ 33.88	15.77

PAIN0188-006 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 34.80	13.56

PLAS0528-003 06/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.80	18.54

SFWA0699-001 04/01/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.71	24.78

SHEE0066-049 06/01/2019

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 56.09	28.02

TEAM0690-010 01/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 3.....	\$ 28.16	17.40
GROUP 4.....	\$ 28.49	17.40
GROUP 5.....	\$ 28.60	17.40
GROUP 6.....	\$ 28.76	17.40
GROUP 7.....	\$ 29.30	17.40
GROUP 8.....	\$ 29.62	17.40

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump

(over 12 yds. to & including 20 yds.)
 GROUP 6: Trucks, side, end, bottom and articulated end dump
 (over 20 yds. to & including 40 yds.)
 GROUP 7: Truck, side, end, bottom and articulated end dump
 (over 40 yds. to & including 100 yds.)
 GROUP 8: Trucks, side, end, bottom and articulated end dump
 (over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT cerfification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

 SUWA2011-011 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 24.57	4.86
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 24.59	0.00
ELECTRICIAN.....	\$ 35.14	11.18
LABORER: Common or General.....	\$ 18.41	3.20
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 32.74	15.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.53	0.00
OPERATOR: Bulldozer.....	\$ 29.63	0.00
OPERATOR: Concrete Pump.....	\$ 33.57	15.15
PAINTER (Brush, Roller, and Spray).....	\$ 20.82	7.44
PLUMBER.....	\$ 32.25	7.97
ROOFER.....	\$ 23.12	2.90
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.67	13.78

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

FORM OF NON-COLLUSIVE AFFIDAVIT

My commission expires _____, 20____

ATTACHMENT I

EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1. above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____ Title: _____

Date: _____

ATTACHMENT J

King County Housing Authority (KCHA) – Contracted Civil Site Work

Labor Rates -

Laborer	.....	\$ _____
Finisher	.....	\$ _____
Pressure Washer	.....	\$ _____
Operator	.....	\$ _____
Plumber	.....	\$ _____
Truck Driver (<i>all yardage</i>)	.....	\$ _____
Foreman w/ Truck & Small Tools	.....	\$ _____

For any additional labor crafts, not listed above, please submit on an additional Rate/Price Sheet.

Equipment Charges -

*See attached Pricing Sheet**

Additional Costs & Fees –

Private Locate Service	.....	\$ _____
Out of County Surcharge	.....	\$ _____
Emergency Service	..... \$ _____ per	_____
After-Hours Site Visit	..... \$ _____ per	_____
Hydro Seeding	..... \$ _____ per	_____
Disposal, Asphalt/Concrete	..... \$ _____ per	TON
Disposal, Clean Materials	..... \$ _____ per	TON
Disposal, Storm System Waste	..... \$ _____ per	TON
Disposal, Contaminated Waste	..... \$ _____ per	TON
Permit Fee(s) as needed	.....	(Varied per job)
Material cost(s)	<i>Varied per job and no greater than 14% mark-up of wholesale costs*</i>	

Please provide a list of typical charges, fees or services which may be assessed and not included in the list above.

***NOTE: All receipts for any rentals or materials are required to be submitted for compliance.**

King County Housing Authority (KCHA) - Civil Work Pricing SheetEquipment

Description	Rate	
Mainline paver 8-15'	HR	\$
Mainline paver 10-17'	HR	\$
Commercial paver 8-15'	HR	\$
Cart path/trench over 5-8'	HR	\$
Tack distributor, 250 gal	HR	\$
Asphalt milling machine/road profiler	HR	\$
Asphalt roller 1 ton	HR	\$
Asphalt roller 4-7 ton	HR	\$
Asphalt roller 11 ton	HR	\$
Sealcoat buggy, 300 gal	HR	\$
Sealcoat spray rig, 500 gal	HR	\$
Walk-behind paint striper	HR	\$
Saw cutter	HR	\$
Concrete/asphalt walk-behind saw	HR	\$
Extruder curber	HR	\$
Walk-behind trencher, 18"	HR	\$
Walk-behind trencher, 48"	HR	\$
Mini excavator	HR	\$
Excavator, John Deere 160 (or equivalent)	HR	\$
Excavator, John Deere 200 (or equivalent)	HR	\$
Loader backhoe	HR	\$
Motor grader	HR	\$
Skid steer loader	HR	\$
Grade Roller, DynaPac (or equivalent)	HR	\$
Dozer, John Deere 450 (or equivalent)	HR	\$
Dozer, John Deere 650 (or equivalent)	HR	\$
Hoe-pac	DAY	\$
Walk behind fan blower	DAY	\$
Tow behind air compressor w/jackhammer	DAY	\$
Tow behind crack-fill melting kettle w/wand	DAY	\$

(Continued on next page)

King County Housing Authority (KCHA) - Civil Work Pricing Sheet

Materials

Description	Rate	
Asphalt sealer (a-100 sealcoat)	<i>GAL</i>	\$
Asphalt joint/crack sealant	<i>GAL</i>	\$
Striping traffic paint	<i>GAL</i>	\$
Thermoplastic pavement markings	<i>LF</i>	\$
1-1/4" minus crushed surfacing base coat	<i>TON</i>	\$
5/8 11 minus crushed surfacing top course	<i>TON</i>	\$
1.5-3" drain rock	<i>TON</i>	\$
4-8" quarry spalls	<i>TON</i>	\$
Pit Run (clean, compactable fill)	<i>TON</i>	\$
Topsoil 3-way mix	<i>CY</i>	\$
Extruded concrete curb mix	<i>CY</i>	\$
Sidewalk/CIP curb mix	<i>CY</i>	\$
Asphalt mix	<i>TON</i>	\$

Supplies

Description	Rate	
Portable light tower	<i>DAY</i>	\$
Tow behind arrow board	<i>DAY</i>	\$
Barricades or cones	<i>HR</i>	\$
Geotextile fabric	<i>SY</i>	\$
Silt fence	<i>LF</i>	\$
Electrical conduit	<i>LF</i>	\$
Storm/Sanitary sewer pipe 4-8"	<i>LF</i>	\$
Storm/Sewer pipe 8-12"	<i>LF</i>	\$
Schedule 40 pvc irrigation pipe	<i>LF</i>	\$
Straw Bale/wattle	<i>EA</i>	\$
Precast concrete wheelstop	<i>EA</i>	\$
Cast iron manhole cover	<i>EA</i>	\$
Cast iron basin frame/grate	<i>EA</i>	\$
Cast iron sewer clean out casting	<i>EA</i>	\$
Catch basin inlet filter	<i>EA</i>	\$
Catch basin Type 1	<i>EA</i>	\$

(Continued on next page)

King County Housing Authority (KCHA) - Civil Work Pricing Sheet

Vehicles

Description	Rate
Super solo dump	HR
5 Yard Solo Dump Truck	HR
10 Yard Solo Dump Truck	HR
Dump w/transfer trailer 10 yard	HR
Dump w/pup trailer 10 yard	HR
Water truck 2000 gal	HR
Sealcoat tanker truck, 2500 gal	HR
Vacuum street sweeper truck	HR
Vacuum excavator (vactor) truck	HR

\$
\$
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\$

Type

Additional Item Description(s)	Rate

\$
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\$

- If additional space is needed, please submit additional Rate Sheet(s) for any common equipment/item
- Include the type of item being added (Equipment/Materials/Supplies/Vehicle), in space provided to the left
- For rates that are time-based, list these either by day and/or hour depending on the product*
- All other rates, please have them listed by their respective field (EA, Gal, TON, etc.)

***NOTE: All receipts for any rentals or materials are required to be submitted for compliance.**

ATTACHMENT K

REQUEST FOR PROPOSALS CIVIL SITEWORK – TASK ORDER CONTRACT

RETURN WITH PROPOSAL

BIDDER QUALIFICATION AND SUBCONTRACTOR'S LIST

NAME OF BIDDER (COMPANY): _____

ADDRESS: _____

BUSINESS TYPE: _____

NO. OF YEARS IN BUSINESS: _____ BUSINESS LICENSE NO.: _____

FEDERAL ID #: _____ CURRENT UBI #: _____

EMPLOYMENT SECURITY ACCOUNT #: _____

STATE EXCISE TAX REGISTRATION #: _____

OWNERS OF COMPANY (<u>Must</u> list all owners. Attach additional pages as necessary.):	OWNER'S SOCIAL SECURITY NUMBER

YEARS EXPERIENCE PERFORMING SPECIFIC TASKS AS STATED IN BID DOCUMENTS: _____

NO. OF WORKERS IN YOUR COMPANY: _____

INDICATE CLEARLY THE KIND OF WORK YOUR COMPANY WILL ACTUALLY PERFORM IN
THIS PROJECT:

APPROXIMATE % OF WORK YOUR COMPANY WILL ACTUALLY PERFORM: _____

DO YOU INTEND TO USE SUBCONTRACTOR(S) IN THIS PROJECT? YES () NO () (If yes, you
must show the name of the subcontractors.)

Subcontractors Name	Address	Phone Number	Trade	Years in Business
1.				
2.				
3.				
4.				

ATTACHMENT K

BIDDER'S EXPERIENCE

Projects successfully managed, supervised and completed by your company for work specified in bid documents. Attach additional pages as necessary.

Name of Project	Completion Date	Duration (Months)	Nature of Work	Amount of Contract
1.				
2.				
3.				
4.				
5.				
OWNER'S Name (of project listed above)	Project Address		Contact Person	Phone Number
1.				
2.				
3.				
4.				
5.				

ATTACHMENT L

REQUEST FOR PROPOSALS CIVIL SITEWORK – TASK ORDER CONTRACT

RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION

Under penalties of perjury, I/We hereby certify that (please circle):

1. **I/We** certify that we **have/have not** participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if we have, we **have/have not** filed all reports due. If we have not, we will file same within the next _____ days.
2. **I/We** certify that the number shown on this form is my/our correct taxpayer identification number (or **I/we am/are** waiting for a number to be issued to **me/us**), **and**
3. **I/We further** certify that **I/we** are not subject to backup withholding because; **(a)** I/we are exempt from backup withholding, or **(b)** I/we have not been notified by the Internal Revenue Service that I/we are subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me/us that I/we are no longer subject to backup withholding.
(NOTE: You must cross out item # 3., if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting of interest or dividends on your tax return.)

_____, who is _____ of our company has been designated as the responsible official to be sure required reports are submitted, and record keeping complies with all the applicable regulations.

_____, Title: _____ Date: _____
(Signature of responsible official)

The bidder hereby certifies that the information contained in this Bidder's Information is accurate, complete and current.

BY: _____ NAME: _____
(Signature) (Print)

TITLE: _____ DATE: _____



ATTACHMENT M

**SECTION 3 – BUSINESS CERTIFICATION
RETURN FORM SINGLE SIDED**

THIS FORM MUST BE SIGNED AND RETURNED

Project Name: Civil Sitework – Task Order Contract

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

Contact Email: _____

Type of Trade or Business: _____

Current Number of Regular, Full Time Employees (Puget Sound Region): _____

1. Have over **75 percent** of the labor hours performed for your business over the prior three-month period been performed by Section 3 workers?

Yes

No

If “yes” is checked, submit the section 3 Individual Certification form(s) for all the regular, full time employees (Puget Sound Region).

2. Is your company a HUD YouthBuild Program?

Yes

No

If “yes” is checked, please provide supporting documentation.

3. Is **51% or more** of your business owned and controlled by low- or very low-income persons (persons who earn 80% or less of the median income level for the past 12 months - see attached income guidelines)?

Yes

No

If “yes” is checked, submit either the section 3 Individual Certification form(s) or the Section 3 Subcontractor Business Work Plan form.

4. Does your business provide economic opportunities for KCHA residents at the site(s) where the work will take place?

Yes

No

If “yes” is checked, please provide supporting documentation.

5. Does your business provide economic opportunities for residents of other KCHA developments or Section-8 assisted housing managed by KCHA?

Yes

No

If “yes” is checked, please provide supporting documentation.

6. Does your business provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound Region)?

Yes

No

If “yes” is checked, please provide supporting documentation.



ATTACHMENT M

I certify, under penalty of perjury, that my company Is Is Not a Section 3 Business.

I further certify that, **if my company is awarded the bid, and needs to hire additional employees for the project**, we will carry out Section 3 hiring, training and subcontracting requirements to the best of our ability.

Signature _____	Name _____
Title _____	Date _____
Phone Number _____	Email Address _____

If you have more specific questions about Section 3 requirements, contact Andrew Zimmerman by email at andrewz@kcha.org or by phone at 206-574-1217.

SECTION 3 – 2021 INCOME GUIDELINES

Location	Bremerton Silverdale (Kitsap County)		Seattle, Bellevue Everett (King/Snohomish Counties)		Tacoma (Pierce County)		Sedro Woolley (Skagit County)	
Income Limit 1 Person	Very low income	≤\$32,950	Very low income	≤\$40,500	Very low income	≤\$31,800	Very low income	≤\$28,850
	Low income	\$32,951 to \$52,750	Low income	\$40,501 to \$63,350	Low income	\$31,801 to \$50,900	Low income	\$28,851 to \$46,100



ATTACHMENT M

**SECTION 3 – SUBCONTRACTOR WORK PLAN
RETURN FORM SINGLE SIDED**

RETURN THIS FORM WITH THE BID **IF:**
CLAIMING **YES** TO QUESTION **4** or **5** on the SECTION 3 BUSINESS CERTIFICATION FORM

Project Name: Civil Sitework – Task Order Contract

Company Name: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

SECTION 3 BUSINESS CONCERN			SUBCONTRACTED TASK(S)	SUBCONTRACT AMOUNT	% OF OVERALL CONTRACT
1.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
2.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
3.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
4.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				

TOTAL CONTRACT VALUE: _____ TOTAL SUBCONTRACT VALUE: _____

PERCENTAGE OF TOTAL BID: _____

For a list of Section 3 Certified Businesses, please go to:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) as implemented by HUD under 24 CFR Part 75 (collectively, the “Section 3 Regulations”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants.
- B.
- C. The parties to this contract agree to comply with Section 3 Regulations. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Section 3 Regulations.
- D.
- E. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- F.
- G. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3 Regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 Regulations.
- H.
- I. The Contractor will certify that any vacant employment positions, including training positions, that are filled; (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.
- J.
- K. Noncompliance with HUD's Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. Section 3 Employment and Training. Without limiting Contractor’s obligation to comply with Section 3 Regulations, the Contractor specifically agrees to use best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:
1. To residents of the KCHA development where the work is being performed;
 2. To residents of other KCHA developments or for residents of Section 8–assisted housing managed by KCHA;
 3. To participants in YouthBuild programs; and
 4. To low- and very low-income persons residing within the Puget Sound Region.



ATTACHMENT M

- M. Section 3 Contracting. Without limiting Contractor's obligation to comply with Section 3 Regulations, Contractor specifically agrees to use best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
1. To Section 3 business concerns that provide economic opportunities for KCHA residents of the development where the work is being performed;
 2. To Section 3 business concerns that provide economic opportunities for KCHA residents of other KCHA developments or Section-8 assisted housing managed by KCHA;
 3. To YouthBuild programs; and
 4. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Puget Sound Region.

Certification of Payments to Influence Federal Transactions

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE WAGE PAYMENT STATUTES

The Bidder hereby certifies that, within the three year period immediately preceding the bid solicitation date of _____, that the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the WA State Department of Labor & Industries or through a civil judgement entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed name

Title

Date

City

State

Check one:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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