



WEATHERIZATION DEPARTMENT
700 ANDOVER PARK W – STE D • TUKWILA, WASHINGTON 98188
PHONE (206) 576-2132 FAX (206) 214-1259

INVITATION FOR BID
MECHANICAL AND ELECTRICAL
at
Sunnydale Apartments

Invitation for Bid Issued:	4/10/2023
Pre-Bid Meeting:	4/24/2023 11:00 am
Bid Due:	5/1/2023 1:00 pm

This Invitation for Bid includes the following documents:

- | | |
|---|---------------------------|
| 1. Invitation for Bid Document | |
| 2. Exhibit A. General Conditions | |
| 3. Exhibit B. Bidder's Information Sheet | Required Submittal |
| 4. Exhibit C. Form of Proposal | Required Submittal |
| 5. Exhibit D. Mechanical Specifications | Required Submittal |
| 6. Exhibit E. Non-Collusive Affidavit | Required Submittal |
| 7. Exhibit F. Equal Opportunity Clause | Required Submittal |
| 8. Exhibit G. Sample Contract Document | |
| 9. Exhibit H. Insurance Requirements | |

**Invitation for Bid
Mechanical and Electrical
at
Sunnydale Apartments**

Scope of Work: King County Housing Authority (KCHA)'s Weatherization Department is soliciting bids from qualified firms to provide and install the following items at **Sunnydale Apartments** located at **15035 8th Avenue South, Burien, WA 98148**, a property with 16 units owned by King County Housing Authority:

WORK SCOPE SUMMARY

- A. Install twenty (20), 1-ton capacity split-system ductless heat pumps (DHPs) with wall-mounted indoor head units. Existing baseboard and in-wall heaters and associated thermostats are to be removed and drywall patched and painted in these locations.
- B. Install one (1) three headed split-system ductless heat pumps (DHPs) with one (1) wall-mounted indoor head unit and two (2) floor mounted indoor head units.
- C. Install twenty-three (23) wireless, wall-mounted DHP thermostats.
- D. Install twenty-one (21) quick disconnects with built in service outlets.
- E. Install seventeen (17), through wall ERV's in living rooms of the units.
- F. Install three (3) spot energy recovery ventilators (ERVs), located in newly constructed drop-soffits in the units in basement community and laundry rooms. The firm is responsible for construction of the drop soffits and any core drilling required through block walls.
- G. Replace seventeen (17) bathroom fans with new energy star rated bathroom fans with brushless DC motors and a LED light.
- H. Remove seventeen (17) bath fan controls and replace with programmable humidistat bath fan controls.
- I. Install one (1) ERVs in the attic above the hallway, ducted with rigid 6' ducting with fire dampers at the supply and return.

Bids are requested for a base bid which is the firm's contract price for the complete scope of work as proposed and unit prices which will be used to calculate additive or deductive changes to the scope.

Work is to be performed in accordance with:

- Exhibit B: Form of Proposal
- Exhibit C: Mechanical and Electrical Specifications
- Burien, Washington Construction Codes
- Current Standard Work Specifications for Home Energy Upgrades (available at <https://sws.nrel.gov/>)

Bidder Qualifications: Bids will be accepted only from firms that:

- are appropriately licensed and/or bonded to do business in the State of Washington;
- have a state UBI number;
- have a Washington State Contractor's license for the last two (2) years under the same business name;
- have required certifications and licensing for self-performance of electrical repairs or for subcontracting electrical repairs to a properly licensed electrical contractor. All electrical connections and repairs are to be performed by individuals who, working for a licensed electrical contractor, have received appropriate electrician certifications from the Washington State Department of Labor and Industries (L & I). Electrical repairs are to be conducted under the supervision of an electrical administrator as required by L & I.
- have firm insurance coverage, as do any subcontractors the firm employs or intends to employ, as described in Exhibit E Insurance Requirements for Weatherization Contracts;
- are not debarred, suspended or otherwise ineligible to contract with KCHA;
- not in a current unresolved violation of any KCHA contract that has not been completed/closed;
- have a good record of past performance that includes, but is not limited to: high quality work, ability to complete projects on time, firm's integrity, and compliance with public policy, financial, contractual & tax obligations, as well as Federal and State rules and regulations in performing construction contracts;
- employ technicians certified by the manufacturer of the DHP equipment to install the equipment and certified as Type II technicians as required by 40 CFR Part 82, Subpart F;

State Prevailing Wage Law, Chapter 39.12 RCW: Funds for this project are subject to the State of Washington's Prevailing Wage Law. Prior to start of work, the firm must file a Statement of Intent to Pay Prevailing Wages. Upon final acceptance of the work, the firm must file an Affidavit of Wages paid. All administrative costs of compliance with the SPW Law should be included in the proposed bid prices. **Filing cost for Intents and Affidavits will not be reimbursed separately.**

Payment of Sales Tax: Provisions of state law allow sales tax exemptions for weatherization materials / tangible items installed under the Low-Income Weatherization Program (RCW 70.164). See also [WA DOR Special Notice Sales and Use Tax Exemption for the Weatherization Assistance Program](#).

Bidders are required to separate each bid price into its materials, and labor/overhead/profit components. Only the labor/overhead/profit (non-tangible items) components of each bid will be subject to sales tax.

Questions: Any questions or requests for further information or clarification must be directed to, **Jesse Bennett, JesseB@kcha.org (206) 214-1258**, Multifamily Weatherization Construction Coordinator, and CC EnergyConservation@kcha.org, no later than noon on **4/28/2023**.

Pre-Bid Meeting: A Pre-Bid Meeting will take place at **Sunnydale Apartments, 15035 8th Avenue South, Burien, WA 98148** on **4/24/2023 at 11:00 am**. Attendance at this pre-bid meeting is **Mandatory** for all potential bidders. It may be possible, at KCHA's convenience, to schedule an alternate site visit; however, attendance at a site visit that is conducted by KCHA staff is required for submitting a bid.

Submission Deadline: Bids must be received **no later than 5/1/2023 at 1:00 pm**. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time.** Submissions will be publicly opened immediately following the submission deadline.

Submission Instructions: A complete/responsive bid package will include one completed/signed:

- **Exhibit B:** Bidders Information Sheet
- **Exhibit C:** Form of Proposal
- **Exhibit D:** Mechanical Specifications
- **Exhibit E:** Non-Collusive Affidavit
- **Exhibit F:** Equal Opportunity Clause
- Proof of Certified Type II Technician
- Certificate from manufacturer showing completion of training
- Copy of Business License

All fields and questions on required forms must be fully answered and complete. Failure to do so may result in the bid being declared non-responsive. Bids that include exclusions or qualifications may be declared non-responsive.

Bids may be submitted via:

- Email with subject line “**Mechanical and Electrical for Sunnysdale Apartments**” to Jesse Bennett, Jesseb@kcha.org and cc EnergyConservation@kcha.org
 - If the email file is above 15MB in size it will be rejected by our servers. Either reduce the file size or reach out to all contacts above prior to the deadline to make alternate electronic arrangements for delivery.
- USPS Certified mail, overnight delivery service (UPS, Fed Ex, etc.), or hand delivery in a sealed envelope marked “**Mechanical and Electrical Bid for Sunnysdale Apartments**” to **King County Housing Authority, Attn: Jesse Bennett, 700 Andover Park W, Ste. D, Tukwila, WA 98188.**

Addenda: In the event that there are changes or clarifications to this Invitation for Bid, KCHA shall issue an addendum. Addenda will only be sent to those firms who have attended the Bid Walk. It is the responsibility of the Bidder to check with KCHA prior to the submittal deadline to ensure that all addenda issued by KCHA have been received.

Duration: Once a contract has been awarded and executed by the selected bidder and KCHA, a written notice to proceed will be issued. All work must be completed within ninety (90) calendar days, or the date specified within the issued contract, from the date of the Notice to Proceed.

Rights Reserved by KCHA: KCHA reserves the right to waive any irregularities or informalities in the Invitation for Bid and to reject any and/or all responses. Bidders shall acquire no right and KCHA shall incur no obligations prior to the execution of a written contract.

Payment Requirements: Bidders should be aware that KCHA will only make payments on the contract issued under this Invitation for Bid after the work being billed has been completed such that it passes final inspection by KCHA. No advance payments will be made to the Bidder, who must have the capacity to meet all expenses in advance of payments by KCHA. KCHA will not pay interest to the Bidder for accounts where retainage funds are maintained by KCHA. The Bidder agrees to waive any other options and has made allowances for this waiver.

Retainage: KCHA shall retain 5% of the amount of each per building payment until release by Washington State Employment Security Department, Washington State Department of Revenue and Washington State Department of Labor & Industries.

Payment and Performance Bond: The winning firm will be required to provide a payment and performance bond equal to one hundred percent (100%) of the contract price. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government as listed in U.S. Treasury Circular Number 570. For contracts of less than \$150,000.00 RCW 39.08.010 (4) allows at the public entity’s option, the retention of 10% of the contract amount rather than a Performance Bond. However, KCHA will require a Performance Bond in all situations. All cost from the Performance and Payment Bond is the responsibility of the bidder, and shall be included in the bid price.

Public Records: Bid documents are considered public records, subject to inspection upon written request per RCW 42.56. All information submitted to KCHA will become public records. Please do not submit information confidential and/or proprietary to your firm.

Independent Contractor Status: The firm is an independent contractor and is not an employee, partner, joint venture or officer with KCHA. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the firm. The firm covenants and warrants that the firm shall pay when due all of the firm’s costs and expenses arising from the relationship described herein including without limitation all required payments of estimated tax, income tax, social security taxes, state and local taxes, state disability insurance tax or premiums, unemployment insurance taxes and penalties or interest thereon, and the firm shall indemnify and hold the KCHA harmless from any costs or liability, including reasonable attorney fees, resulting from the firm’s breach hereunder.

Safety: Firm must follow Firm's written Safety Plan, including mask requirements while working inside resident units/homes.

Subcontractors: If the Bidder will require the use of subcontractors to provide any of the proposed services, the contractor must so indicate in Exhibit A, Bidder's Information Sheet. Please note that the use of subcontractors requires a written contract between the Bidder and the subcontractor for the proposed project that contains all of the provisions of the contract between the Bidder and KCHA.

Bid Evaluation Criteria: The low bid, for purposes of award, shall be the lowest responsive bid from a qualified responsible bidder offering the low aggregate amount for the base bid, plus additive or deductive bid alternates selected by KCHA. KCHA reserves the right to contact references and investigate past performance and qualifications of the Bidder, subcontractor(s), and project team members. Poor reference(s) may be justification to determine that a Bidder is not responsible. If the lowest bidder is determined to be not responsible, KCHA will issue in writing the specific reasons for this determination. The bidder may appeal this decision in writing within two business days. The appeal may include additional information not included in the original bid documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

Award of Contract: Contract award will be contingent on the Bidder's ability to secure payment & performance bonding as required, and insurance as described in the Insurance Requirement for Weatherization Contracts. Required performance and payment bonding and insurance certificates & endorsements shall be submitted to KCHA within 14 days of contract award. A Notice to Proceed shall not be issued until after their receipt.

EXHIBIT A
GENERAL CONDITIONS

PART 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

- A. "Contract Documents" means the Instructions to Bidders, Specifications, Plans, General Conditions, Contractor Certification of Prevailing Wage Responsibilities, Prevailing Wage Rates, Bid Form, Contract Form, other Special Forms, Drawings and Specifications, and all Addenda and modifications thereof.
- B. "Contract Sum" is the total amount payable by King County Housing Authority to Contractor for performance of the Work in accordance with the Contract Documents.
- C. "Day" means calendar day, unless otherwise specified.
- D. "Contract Time" is the number of consecutive Days allotted in the Contract Documents for achieving completion of the Work.
- E. "Notice to Proceed" means a notice from King County Housing Authority to Contractor that defines the date on which the Contract Time begins to run.
- F. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.
- G. "Final Acceptance" means the acceptance by King County Housing Authority that the Contractor has completed the requirements of the Contract Documents.
- H. "Liquidated Damages" means the amount prescribed in the Contract Documents to be deducted from any payments due or to become due Contractor, for each day's delay in completion of the Work beyond the time allowed in the Contract Documents as stated in the Notice to Proceed, plus any extensions of such time.
- I. "Owner" means King County Housing Authority.
- J. "Property Manager" means the property management company, its officers and employees.
- K. "Contracting Officer" means the person delegated the authority by King County Housing Authority to enter into, and/or terminate this Contract. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer.
- L. "Manager" means the person who is an authorized agent of the King County Housing Authority to administer the Contract. John Ricci is the person.
- M. "Contractor" means the person or other entity entering into the Contract with King County Housing Authority to perform all of the services or work required under the Contract.
- N. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a Subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime Contract or a subcontract.
- O. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

GENERAL CONDITIONS

1.2 EXECUTION AND INTENT

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Contract Documents.
- B. All work is to be executed in accordance with the Building Codes, as adopted by the Authority Having Jurisdiction, and other applicable codes and generally accepted industry standards. All products and materials are to be new and handled and applied in accordance with the manufacturer's recommendations.
- C. Contractor makes the following representations to King County Housing Authority:
 - 1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents.
 - 2. Contractor has carefully reviewed the Contract Documents, had an opportunity to visit and examine the Project site, has become familiar with the local conditions in which the Work is to be performed, and has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, permits, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.
- D. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

GENERAL CONDITIONS

1.3 INSURANCE AND BONDS

- A. The firm awarded the contract shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the firm, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the firm. By requiring the insurance below, KCHA makes no statement or representation that such coverages and limits are independently adequate for the firm's business operations. The responding firm is encouraged to contact their insurance representative to establish such adequacy.

Minimum Scope of Insurance

Shall be at least as broad as:

- Insurance Services Office (ISO) covering: Commercial General Liability written on an "occurrence" basis.
- Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
- Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
- Contractor's Pollution Liability with coverage at least three (3) years after the completion of the work.

Minimum Coverage:

Shall be at least as broad as:

General Liability (CGL):	\$ 1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and products/completed operations with no less than a \$2,000,000 aggregate limit
Automobile Liability:	\$ 1,000,000.00 per accident for bodily injury/property damage.
Washington Stop Gap:	\$ 1,000,000.00 per accident for bodily injury, sickness, or disease.
Contractor's Pollution Legal Liability	\$ 1,000,000.00 per claim applicable to the work performed covering pollution and/or asbestos liability with a \$2,000,000 aggregate limit.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the firm shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

1. The CGL Automobile, and Contractor's Pollution Liability policies shall contain, or be endorsed to contain, a provision naming the state of Washington, Authority (KCHA), and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the firm.
2. The firm's insurance coverage shall be primary insurance as respects the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by the Authority (KCHA), its officers, officials, employees, agents, partners, or volunteers shall be excess of the firm's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after **thirty (30) days** [Ten days (10) for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

GENERAL CONDITIONS

5. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Firms must provide written verification of their insurer's rating.
6. **Verification of Coverage:** The firm shall furnish the Authority (KCHA) with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority (KCHA) before firm commences delivery or products or services. The Authority (KCHA) reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. **Subcontractors:** Any subcontractor shall include the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The firm shall be responsible for subcontractors complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverage for subcontractors shall be subject to all of the requirements stated herein.
8. **Pollution Coverage:** If the services involve lead-based paint or asbestos identification/remediation, the firm's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the firm's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

1.4 VERIFICATION OF COVERAGE

- A. Contractor shall furnish the Owner with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences in sufficient time to permit contractor to remedy any deficiencies. The Owner reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage required by these specifications at any time.

1.5 SUBCONTRACTORS

- A. Contractor shall include all Subcontractors as insureds under its policies or shall obtain separate certificates for each Subcontractor before Subcontractors' work begins. Contractor shall be responsible for subcontractor complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Contractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

1.6 PAYMENT AND PERFORMANCE BONDS

- A. Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and taxes imposed by law, shall be furnished for the Work, and shall be in a form acceptable to the Owner. For bids under \$150,000, a contractor may elect to have 5% retainage in lieu of a payment and performance bond. However, KCHA will require a Performance Bond in all situations. All cost from the Performance and Payment Bond is the responsibility of the bidder, and shall be included in the bid price.

GENERAL CONDITIONS

PART 2 - PERFORMANCE

2.1 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, and shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- B. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Owner may, by Notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- C. The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12% of the total amount of work to be performed under the contract.
- D. Work Hours: The Contractor's allowable hours of operation shall be limited to those hours between 8:00 A.M. and 5:00 P.M. Monday to Friday excluding public holidays, unless an alternate schedule is agreed upon by King County Housing Authority.

2.2 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and coordinate inspections necessary for proper execution and completion of the Work. Prior to final payment, the approved, signed permits shall be delivered to Owner.

2.3 PREVAILING WAGES

- A. Statutes of the State of Washington RCW 39.12 as amended shall apply to this contract. Requirements, in brief, are stated below:
 - 1. There shall be paid each laborer or mechanic of the Contractor or sub-Contractor engaged in work on the project under this contract in the trade or occupation listed in the schedule of Wage Rates, as determined by the Department of Labor and Industries, not less than the hourly wage rate listed therein, regardless of any contractual relationship which may be alleged to exist between the Contractor and any sub-contractor and such laborers and mechanics.
 - 2. The "prevailing rate or wage" include health and welfare fund contributions and other fringe benefits. Prevailing wages shall be paid based on the residential wage rates in effect as of March 2021 as determined by the Department of Labor and Industries (L&I).
- B. Before commencing the Work, Contractor shall file a statement of "Intent to Pay Prevailing Wages."
- C. After completion of the Work, Contractor shall file an "Affidavit of Wages Paid."

GENERAL CONDITIONS

2.4 EQUAL EMPLOYMENT OPPORTUNITY

A. During performance of the Work:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, the presence of any physical, sensory, or mental disability, sexual orientation, Vietnam-era veteran status, disabled veteran status or political affiliation, nor commit any unfair practices as defined in RCW 49.60.
2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, of any physical, sensory, or mental disability, sexual orientation, Vietnam-era veteran status, disabled veteran status, or political affiliation.
3. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders in regard to Equal Employment Opportunity including but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall include the terms of this Clause in every subcontract so that such term shall be binding on each Subcontractor.
4. Non-Discrimination R.C.W. 49.60: These special requirements establish minimum requirements for affirmative action and are intended to define and implement the basic discrimination provisions of these specifications. Failure to comply with these requirements may constitute grounds for application of contract default.

2.5 SAFETY PRECAUTIONS

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.

GENERAL CONDITIONS

5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner to prescribe safety conditions relating to employees, public, or agents of the Contractors.
 - B. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
 - C. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored on the Project site.
 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
 - D. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
 - E. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
 - F. No duty of safety by Owner: Nothing provided in this section shall be construed as imposing any duty upon Owner with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

2.6 INDEPENDENT CONTRACTOR

- A. The Contractor and Owner agree the Contractor is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create a relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded Owner employees by virtue of the services provided under this Contract. The Owner shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employees of the Contractor.

GENERAL CONDITIONS

2.7 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site.
- C. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Final Acceptance, and shall repair or replace without cost to Owner any damage or loss that may occur.

2.8 PRIOR NOTICE OF EXCAVATION

- A. Prior to any excavation Contractor shall engage a locate service for all underground facilities or utilities. Contractor shall pay all fees for locator services and pay for all damages caused by excavation.

2.9 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are concealed physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give Notice to Owner. Conditions shall not be disturbed prior to such notice.

2.10 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing conditions, including soils, structures, equipment, improvements, utilities, and vegetation at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents, any defects of equipment, material, workmanship or design furnished by the Contractor, or failure by Contractor or subcontractor at any tier to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the Specifications.

2.11 MATERIAL AND EQUIPMENT

- A. 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 Owner, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- B. Substitutions shall be considered where qualities and attributes including, but not limited to, cost, performance, weight, size, durability, visual effect, and specific features and requirements indicated are deemed equal or better by the Owner at the Owner's sole discretion. All requests for substitutions shall be made in writing to Owner and shall not be deemed to be approved unless approved in writing by Owner.

GENERAL CONDITIONS

2.12 CORRECTION OF NONCONFORMING WORK

- A. Contractor shall promptly correct Work found by King County Housing Authority not to conform to the requirements of the Contract Documents, whether observed before or after Final Acceptance.
- B. If Contractor fails to correct nonconforming Work, King County Housing Authority may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

2.13 CLEAN UP

- A. Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

2.14 SUBCONTRACTORS AND SUPPLIERS

- A. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified.
- B. By appropriate written agreement, Contractor shall require each Subcontractor to be bound to Contractor by terms of those Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. It is the Contractor's responsibility to pay its Subcontractors and material suppliers on a timely basis. The Owner reserves the right to withhold a portion of the Contractor's payment if the Contractor fails to make timely payments to the Subcontractors and material suppliers.
- E. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Subcontractor; or any persons other than Owner and Contractor.
- F. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or by any state, territory, or municipality.

GENERAL CONDITIONS

2.15 INDEMNIFICATION

- A. The firm hereby agrees to indemnify, defend, and hold harmless the Authority (KCHA), and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively (“Indemnities”), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney’s fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting on the firm’s behalf in connection with this Contract or its performance of this Contract.
- B. PROVIDED, however, that the firm will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the firm or the firm’s agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the firm’s negligence or the negligence of its agents, employees.
- C. FURTHERMORE, the firm acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the firm’s immunity under Washington’s Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.
- D. The firm hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming the King County Housing Authority (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the firm.

2.16 PROHIBITION AGAINST LIENS

- A. The Contractor is prohibited from placing a lien on the Owner’s property. This prohibition shall apply to all subcontractors of any tier and all materials suppliers, in accordance with RCW 35.82.190.

2.17 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. The liquidated damage amounts set forth will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from any payments to the Contractor.
 - 2. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.

2.18 WAIVER AND SEVERABILITY

- A. The failure or delay of either party to insist on performance of any provision of the Contract, or to exercise any right or remedy available under the Contract, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Waiver or breach of any provision of the Contract shall not be construed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract, unless the Contract is modified pursuant to the Clause entitled “Contract Modifications” herein.

GENERAL CONDITIONS

- B. If any provision of the Contract is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

PART 3 - PAYMENTS AND COMPLETION

3.1 CONTRACT SUM

- A. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.
- B. Provisions of state law (RCW 70.164) allow a sales tax exemption for weatherization materials installed under the Low-Income Weatherization Program, as outlined in the Washington State Department of Revenue Special Notice: Sales and Use Tax Exemption for the Weatherization Assistance Program. Tangible personal property that becomes a permanent part of a qualifying residence under the weatherization program is eligible for the exemption from sales tax and use tax. Examples of qualifying weatherization materials include, but are not limited to the following: insulation and sealants; parts for air infiltration; heating and cooling equipment; supplies used to seal and repair ducts. Charges for labor and services used to install these materials continue to be subject to sales tax and use tax. The retail sales tax does not apply to the gross contract price.
- C. Prime and subcontractors are required to pay retail sales tax upon all purchases of materials, including prefabricated and precast items, equipment, leases or rentals of tools, consumables, and other tangible personal property which is installed, applied, attached, or otherwise incorporated in their work.

3.2 APPLICATION FOR PAYMENT

- A. Respondents should be aware that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed and passed inspection. No advance payments will be made to the awarded Firm, who must have the capacity to meet all expenses in advance of payments by KCHA.
- B. Invoicing shall be on a building by building basis.
- C. King County Housing Authority shall retain 5% of the amount of each progress payment until release by Washington State Employment Security Department and Washington State Department of Revenue and Department of Labor & Industries.
- D. Upon completion of work items, the Firm shall submit to KCHA:
 1. The Firm's invoice listing all completed work items and separating cost for materials from labor for each item;
 2. Copies of permits, if appropriate, indicating the approval of the code enforcement jurisdiction; and,
 3. the Contractor Warranty and Release of Liens.
 4. Intents and Affidavits of wages paid

GENERAL CONDITIONS

All submittals shall identify the property owner and building address, and note the project completion date. Upon receipt thereof, KCHA shall inspect and either approve the Work or notify the Firm of corrections required. Once the Work is accepted by KCHA and all required payroll documentation has been submitted and approved, KCHA will authorize payment of The Firm's invoice. Payments shall be issued by KCHA.

Interim or final payment may be withheld due to:

- unsatisfactory prosecution of the work by the Firm;
- defective work not remedied;
- claims filed against KCHA, Owner or the property;
- failure of the Firm to make required payments to subcontractors or for labor, materials or equipment or
- failure of the Firm to submit required payroll documentation.

The Firm shall charge Washington State Sales Tax only on the labor portion of the costs but not on materials per the Buyers' Retail Sales Tax Exemption Certificate

Waivers of Lien: With each Application for Payment, submit conditional waivers of lien from every entity who is lawfully entitled to file a lien arising out of the Contract and related to the Work covered by the payment.

- E. Approved payments shall be mailed to the Contractor within 30 days.

3.3 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents.
- B. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in 0.

PART 4 - CHANGES

4.1 CHANGE IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in 0 and 4.3.
- B. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval.

GENERAL CONDITIONS

4.2 CHANGE IN THE CONTRACT SUM

- A. Change Order Pricing - Fixed Price: When the fixed price or time and materials method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets with documentation in a form approved by Owner.
 2. Any request for adjustment of Contract Sum shall include only the following items:
 3. Labor calculated at the prevailing wage for the relevant job classification marked up by no more than 35% to cover the costs of payroll taxes, Workman's Compensation Insurance, etc.
 4. Actual costs for materials marked up by no more than 25% to cover the costs of use taxes, warehousing, transportation, etc.
 5. Profit and Overhead at no more than 14%
 - a. Insurance or Bond Premium: The costs of any change or additional premium of Contractor's liability insurance and public works bond arising directly from the changed Work. The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated.
- B. Change Order Pricing - Unit Prices
1. Work on a unit-price basis as stated in the Specifications and at the price submitted in the Bid Form.
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement verified by Owner.

4.3 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall immediately notify Owner, and shall include any request for a change in the Contract Time in its Change Order proposal.

GENERAL CONDITIONS

PART 5 - CLAIMS AND DISPUTE RESOLUTION

5.1 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, Contractor's only remedy shall be to file a Claim with Owner within 30 Days from Owner's final offer.
- B. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented.
- C. After Contractor has submitted a fully-documented Claim, Owner shall respond, in writing, to Contractor with a decision within 30 Days from the date the Claim is received.
- D. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim.
- E. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

5.2 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 5.1C, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
 - 1. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service.
- B. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

5.3 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
 - 1. In support of Owner audit of any Claim, Contractor shall promptly make available to Owner all records relating to the Work.

GENERAL CONDITIONS

PART 6 - TERMINATION OF THE WORK

6.1 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon a written Notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors, suppliers, or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 6.2B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. Contractor shall also be liable for liquidated damages until such reasonable time as may be required for Completion. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in 6.1A exist, then such termination shall be deemed a termination for convenience pursuant to 0.

GENERAL CONDITIONS

6.2 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon Notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a Notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Stop performing Work on the date and as specified in the notice of termination;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

PART 7 - MISCELLANEOUS PROVISIONS

7.1 RECORDS KEEPING AND REPORTING

- A. The Contractor shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by the Owner to ensure proper accounting for all funds contributed by the Owner to the performance of this Contract and compliance with this Contract.
- B. The Owner shall maintain these records for a period of six (6) years after termination or the contract.

7.2 AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the Owner or any other government agency so authorized by law during the performance of this Contract. The Owner shall have the right to an annual audit of the Contractor's financial statement and condition.

7.3 ORGANIZATION 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 the Contractor's organizational, financial, contractual or other interests are such that:
 - 1. Award of the Contract may result in an unfair competitive advantage; or
 - 2. The Contractor's objectivity in performing the Contract work may be impaired.
- B. The Contractor agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they 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 Owner may, however, terminate the Contract if it deems the action to be in the best interest of the Owner.
- 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 Owner may terminate the Contract for default.

GENERAL CONDITIONS

- D. The provisions of this Clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

7.4 INTERESTS OF MEMBERS OF CONGRESS

- A. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

7.5 INTERESTS OF MEMBERS, OFFICERS, COMMISSIONERS AND EMPLOYEES, OR FORMER MEMBERS, OFFICERS AND EMPLOYEES

- A. No member, officer, or employee of the King County Housing Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Owner was activated, and no other public official or 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.

**EXHIBIT B
BIDDER'S INFORMATION SHEET**

BASIC INFORMATION

Name of Firm (Company) _____

Business Address _____

Business Phone Number _____ Cell Phone Number _____

Email Address _____

Federal Tax ID Number _____

State UBI Number _____

Business Names and UBI #s used by Bidder in the past 5 years if different than above

This firm is a: Corporation ____ Partnership ____ Sole Proprietorship ____ LLC ____

Women or Minority Owned Firm? Yes No

How long has your organization been in business as a contractor? _____ years

How many years has your organization worked with weatherization programs? ____ Years

STAFF CONTACT INFORMATION

Project Manager _____ Phone Number _____

Email _____

Signing Authority for Contract Documents _____

Title of Signer _____ Email _____

Will contract documents require review before signing? Yes No

Contract Reviewer _____ Title _____

Email _____ Phone _____

Invoice Representative (Staff submitting invoices for payment) _____

Email _____ Phone _____

Note: All contracts will be routed directly to the signing authority and reviewers will not receive assigning authority in DocuSign.

LICENSES (Please attach copies)

Business License No. _____ Type of Business License _____

Are you licensed to do business in all of King County outside of Seattle? Yes No

If no, for what areas/cities are you licensed? _____

Washington State Contractor's License Number _____ Expiration Date _____

Other License Information (List other licenses, with expiration dates, that you hold that are necessary for the proposed work)

EMPLOYEES

Names and addresses of all owners, principals, partners, officers, etc.:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Number of regular full-time employees other than owner(s) _____

Do you anticipate hiring additional staff to work on this project? ____ If yes, how many? _____

SUBCONTRACTORS

Please list the subcontractors you intend to use in the performance of this work, along with the approximate % of the work that they will perform.

Name of Subcontractor % of work

Name of Subcontractor % of work

Name of Subcontractor % of work

BIDDER'S EXPERIENCE

List projects successfully supervised and completed by your company installing mechanical work including ductless heat pumps at apartment buildings in the last 3 years.

- 1. Name of Project _____ Completion Date _____
Duration _____ Amount of Contract _____
Owner's Name _____ Project Address _____
Contact Person _____ Phone Number _____
- 2. Name of Project _____ Completion Date _____
Duration _____ Amount of Contract _____
Owner's Name _____ Project Address _____
Contact Person _____ Phone Number _____
- 3. Name of Project _____ Completion Date _____
Duration _____ Amount of Contract _____
Owner's Name _____ Project Address _____
Contact Person _____ Phone Number _____

INSURANCE

Proof of insurance is required prior to the execution of a contract. KCHA will request proof of insurance from the winning bidder.

Liability & Property Damage Insurance Co. _____
Amt. \$ _____ Policy No. _____ Expiration Date _____
Agent _____ Phone No. _____
Address _____

Automobile Insurance Co. _____
Amt. \$ _____ Policy No. _____ Expiration Date _____
Agent _____ Phone No. _____
Address _____

REFERENCES

Bank Reference(s):

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Supplier Reference(s):

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

For a project in which the total amount of all work orders issued to a contractor is \$100,000 or more, the contractor will be required to post a performance bond for that project.

Name of Bonding Co. _____

Agent _____ Phone No. _____

Address _____

BIDDER’S HISTORY

Has Bidder ever been found guilty of violating any State or Federal employment laws? _____

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? _____

Has any lien, claim and/or adverse legal action related to construction been rendered against Bidder in the past 5 years? (i.e. open claims, lawsuits, warrants, judgments including but not limited to those that would show on the L&I website) _____

Has Bidder or any of its employees filed any claims with Washington State Worker’s Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? _____

If yes to any of the above, give details & attach additional pages as necessary _____

CERTIFICATION

In signing below, the Bidder agrees to all terms and conditions of King County Housing Authority's Invitation for Bid Mechanical Work at Sunnydale Apartments. The Bidder hereby certifies that the information contained in this Bidder's Information Sheet is accurate, complete and current. Further, the Bidder states that they are a

_____ (partner or officer) of the firm that is making the attached response.

Signature of Legal Authority _____

Title _____ Date _____

**EXHIBIT C
FORM OF PROPOSAL**

**Mechanical & Electrical
Sunnydale Apartments**

The undersigned having familiarized themselves with the specifications, site conditions, all related documents, and having field verified all measurements contained in the Mechanical Work Specifications as prepared by the King County Housing Authority, proposes to furnish labor, materials and necessary equipment to perform mechanical work at **Sunnydale Apartments, 15035 8th Ave South, Burien, WA 98168**. Each bidder must provide a base bid which is the firm's contract price for the complete scope of work as proposed and additive alternates which may be selected along with the base bid. Unit prices are also requested, which will be used to calculate additive or deductive changes to the scope.

Combined Base Bid for Units & Common Area Bid below Materials (\$ _____)
.....Permits, Bonds, Labor, Overhead & Profit (\$ _____)
SALES TAX _____% (on Permits Bonds, Labor, Overhead & Profit) (\$ _____)
Total for Units and Common Area Bid (includes all items below) (\$ _____)

APARTMENT UNIT PRICING

Unit Price per Split System DHP (\$ _____)
Unit Price per Wireless DHP Thermostat (\$ _____)
Unit Price per Through Wall ERV/HRV (\$ _____)
Unit Price per Bathroom Fan (\$ _____)
Unit Price per Bathroom Fan Control (\$ _____)
TOTAL COST PER UNIT (\$ _____)
X 17 Units (\$ _____)

(Total Cost per Unit multiplied by 17 must equal Total Base Bid)

COMMON AREA UNIT PRICING

Unit Price per 3 Headed Split System DHP (\$ _____)
Unit Price per Split System DHP (\$ _____)
Unit Price per Wireless DHP Thermostat (\$ _____)
Unit Price per ducted ERV with fire dampers (\$ _____)
Unit Price per ERV in Drop Soffit (\$ _____)
Common consists of one (1) 3 headed Split System, Three (3) single head split systems, one (1) ducted ERV, and four (4) ERV's in drop soffits.
TOTAL FOR COMMON AREA (\$ _____)

**EXHIBIT C
FORM OF PROPOSAL**

EQUIPMENT

Provide the manufacturer and model: Split-System DHP

Provide the manufacturer and model: Wireless DHP Thermostat

Provide the manufacturer and model: Through Wall ERV

Provide the manufacturer and model: Bathroom Fan

Provide the manufacturer and model: Bathroom Fan Control

Provide the manufacturer and model: 3 Headed Split-System DHP

Provide the manufacturer and model: Ducted ERV

Provide the manufacturer and model: Fire Damper

Provide the manufacturer and model: ERV for Drop Soffit

Provide the manufacturer and model: Quick Disconnect with service outlet

ADDENDA _____

Acknowledge receipt of any addenda by inserting the number(s) above

The undersigned hereby agrees that this proposal shall be a valid and firm offer for a period of sixty (60) calendar days from the date of Bid Opening.

Submitted on the _____ day of _____ Year _____

Signature of Bidder

Printed Name of Bidder

Name of Firm _____

EXHIBIT D
MECHANICAL SPECIFICATIONS

1. WORK SCOPE SUMMARY

- A. Install twenty (20), 1-ton capacity split-system ductless heat pumps (DHPs) with wall-mounted indoor head units. Existing baseboard and in-wall heaters and associated thermostats are to be removed and drywall patched and painted in these locations.
- B. Install one (1) three headed split-system ductless heat pumps (DHPs) with one (1) wall-mounted indoor head unit and two (2) floor mounted indoor head units.
- C. Install twenty-three (23) wireless, wall-mounted DHP thermostats.
- D. Install twenty-one (21) quick disconnects with built in service outlets.
- E. Install seventeen (17), through wall ERV's in living rooms of the units.
- F. Install three (3) spot energy recovery ventilators (ERVs), located in newly constructed drop-soffits in the units in basement community and laundry rooms. The firm is responsible for construction of the drop soffits and any core drilling required through block walls.
- G. Replace seventeen (17) bathroom fans with new energy star rated bathroom fans with brushless DC motors and a LED light.
- H. Remove seventeen (17) bath fan controls and replace with programmable humidistat bath fan controls.
- I. Install one (1) ERVs in the attic above the hallway, ducted with rigid 6' ducting with fire dampers at the supply and return.

2. GENERAL REQUIREMENTS

- A. Schedule – All work needs to be coordinated with the siding contractor selected to place blocking for all penetrations into the building as there is an envelope upgrade taking place. Additional coordination with both the KCHA Weatherization and KCHA Capital Construction departments will be required. A project schedule must be developed prior to the start of construction and weekly meetings will be held to monitor progress against the schedule.
- B. Invoices – The firm will be required to invoice for work on a building by building basis rather than requesting payment based on a schedule of values. That means this project consisting of one building must have work completed and pass any inspection from KCHA as well as the authority having jurisdiction for the work completed.
- C. Training – The Firm shall be responsible for the technical competence and qualifications of his or her salespeople, installers, and service technicians. At least one technician

working on the job site must have received certified installation training from the manufacturer of the installed DHP equipment and be certified as a Type II technician as required by 40 CFR Part 82, Subpart F.

- D. Electrical – All electrical connections and repairs are to be performed by individuals who, working for a licensed electrical contractor, have received appropriate electrician certifications from the Washington State Department of Labor and Industries (L&I). Electrical repairs are to be conducted under the supervision of an electrical administrator. L&I provides both electrician and administrator certifications for various levels of electrical work. The Firm is responsible for obtaining required certifications and licensing for self-performance of electrical repairs or for subcontracting electrical repairs to a properly licensed electrical contractor.
- E. Instruction – The Firm shall arrange for the manufacturer to instruct maintenance staff in proper operation and maintenance of the DHP systems, demonstrate filter replacement/cleaning and demonstrate the operation of indoor DHP thermostat controls and indicator lights. The Firm shall provide the Weatherization Department with the manufacturer's owner's manual. The manufacturers shall explain to the building owner the different operating modes of the ERV and heat pump system (e.g. heating, cooling, defrost). All this information shall be provided by KCHA in the owner's manual given to the building owner.
- F. Code Compliance – The Firm shall pursue compliance with federal, state, and local building and environmental codes for the installation of this product. Follow manufacturer's installation instructions and specifications. The following specifications are not intended to replace manufacturer's specifications.
- G. Permits – The Firm shall be responsible for all permits required by State and local ordinances for the installation of the heat pump system and mechanical work. The Firm shall provide the building owner and KCHA with copies of all permits related to the work.

3. NEW EQUIPMENT REQUIREMENTS

A. Single Head Split-System Ductless Heat Pumps (DHPs):

- i. Equipment shall have an inverter-driven, variable-speed compressor, a variable-speed outdoor fan, and a multi-speed or variable-speed indoor blower unit.
- ii. Equipment shall be manufactured by a company listed in the Air Conditioning, Heating and Refrigeration Institute (AHRI) Unitary Directory. Acceptable quality level: Mitsubishi indoor unit MSZ-GL12NA-U1 and outdoor unit MUZ-GE12NA-U1, or approved equal. Approved equal must have a minimum rated capacity of 12,000 BTU/hr cooling capacity, and 14,000 BTU/hr heating capacity at 47° F.
- iii. Equipment shall be from a manufacturer with a significant market presence, inventory and parts distribution centers located in the Pacific Northwest.

- iv. Warranty – Heat pump equipment shall be warranted by the manufacturer against defects in labor for one year, the DHP parts for a minimum of five years from the date of start-up of the equipment. In addition, the compressor shall be warranted by the manufacturer against defects in material and workmanship for a minimum of seven years from the date of start-up. This warranty should not be considered to cover equipment failure caused by failure to perform normal maintenance, abuse or external causes beyond the control of the Firm. A Statement of Warranty must accompany your invoice and must be provided to the building owner.
- v. Heat pump equipment shall meet the performance, safety, and rating requirements as given in the latest revision of AHRI Standard 240. Units shall be listed by Underwriters' Laboratories or equivalent and shall display the AHRI symbol of certification. The DHP equipment shall be listed by model number on the most current Bonneville Power Administration's Qualified Products List. Last accessed from <http://www.bpa.gov/EE/Sectors/Residential/Pages/Ductless-Heat-Pumps.aspx> on October 2, 2015. The ductless heat pump equipment shall be rated with an HSPF of 10 or greater.
- vi. DHP indoor units shall come with air filters installed from the factory.
- vii. DHP line Hides shall be weather resistant, and UV stabilized.
- viii. DHP field-supplied refrigerant piping shall be clean, dehydrated, sealed and seamless copper tubing or the manufacturer's pre-charged tubing.
- ix. Ten (10) extra interior filters shall be supplied to the property management/maintenance staff.

B. Triple Headed Split-System Ductless Heat Pumps (DHPs):

- i. Equipment shall have an inverter-driven, variable-speed compressor, a variable-speed outdoor fan, and a multi-speed or variable-speed indoor blower unit.
- ii. Equipment shall be manufactured by a company listed in the Air Conditioning, Heating and Refrigeration Institute (AHRI) Unitary Directory. Acceptable quality level: Mitsubishi indoor unit MSZ-GL12NA-U1 (wall mounted), and MFZ-KJ12NA-U1 (two floor mounted units) and outdoor unit MXZ-3C30NA3-U1, or approved equal. Approved equal must have a minimum rated capacity of 28,400 BTU/hr cooling capacity, and 28,600 BTU/hr heating capacity at 47° F.

- iii. Equipment shall be from a manufacturer with a significant market presence, inventory and parts distribution centers located in the Pacific Northwest.
 - iv. Warranty – Heat pump equipment shall be warranted by the manufacturer against defects in labor for one year, the DHP parts for a minimum of five years from the date of start-up of the equipment. In addition, the compressor shall be warranted by the manufacturer against defects in material and workmanship for a minimum of seven years from the date of start-up. This warranty should not be considered to cover equipment failure caused by failure to perform normal maintenance, abuse or external causes beyond the control of the Firm. A Statement of Warranty must accompany your invoice and must be provided to the building owner.
 - v. Heat pump equipment shall meet the performance, safety, and rating requirements as given in the latest revision of AHRI Standard 240. Units shall be listed by Underwriters' Laboratories or equivalent and shall display the AHRI symbol of certification. The DHP equipment shall be listed by model number on the most current Bonneville Power Administration's Qualified Products List. Last accessed from <http://www.bpa.gov/EE/Sectors/Residential/Pages/Ductless-Heat-Pumps.aspx> on October 2, 2015. The ductless heat pump equipment shall be rated with an HSPF of 10 or greater.
 - vi. DHP indoor units shall come with air filters installed from the factory.
 - vii. DHP line Hides shall be weather resistant, and UV stabilized.
 - viii. DHP field-supplied refrigerant piping shall be clean, dehydrated, sealed and seamless copper tubing or the manufacturer's pre-charged tubing.
 - ix. Three (3) extra interior filters shall be supplied to the property management/maintenance staff.
- B. Wireless Wall-Mounted Thermostats: Thermostats shall be capable of programming upper and lower temperatures in heating and cooling modes, limiting full functionality of the DHP, and allow for daily and weekly program schedules. Thermostats in common area must be installed with a lockable cover to prevent tampering. Acceptable quality level: Mitsubishi MHK2 remote controller or approved equal
- C. Through Wall ERV: Minimum characteristics: Able to move up 59 cfm at under 1 Sone and up to 96% Heat Recovery Efficiency, uses low energy EC Fans and has MERV8 air

intake filter and a MERV14 supply air filter. Acceptable quality level: VentsUS Freshbox 100 WiFi ERV or approved equal.

- D. Spot Energy Recovery Ventilators: Minimum characteristics: 120V, 60HZ, UL listed and HVI certified at 0.10" w.g. for 40 CFM at 0.8 sonas rating, two speed, optional setting for 20 cfm, and 4" ducting to outside. Acceptable quality level: Panasonic Whisper Comfort FV-04VE or approved equal.

- E. Drop-Soffit Construction: Drop soffits shall be constructed in all units. Assemblies housing spot ERVs do not require access to the associated ductwork. Assemblies housing ducted ERVs must be able to accommodate access to the ERV service panels and all associated ductwork. They shall be constructed of dimensional lumber and be covered by ½" finished drywall or melamine sheeting. All drop-soffit and ERV installations must maintain appropriate fire barriers and ratings, as determined by local code.

- F. Ducted Energy Recovery Ventilators: Minimum characteristics: 120V, 60 Hz, DC or ECM motor-driven, selectable supply and exhaust flow rates up to 100 CFM, selectable min/hr run-time, Energy Star Rated, HVI Certified. Acceptable quality level: Panasonic FV-10VE1 or approved equal.

- G. Bath Fan Humidistat Switch: 120V, 60Hz humidistat switch with integrated adjustable automatic run programming. WhisperControl FV-WCCS1-(W/A) or approved equal. Face plates and new switches to match color of existing devices in installation location.

4. Installation Requirements

A. Split-System Ductless Heat Pumps (DHPs)

- i. General placements of indoor and outdoor units will be reviewed at the bid walkthrough. After identification of a winning bidder an additional site visit to develop a more detailed plan on an apartment-by-apartment basis will need to be scheduled. Final locations for outdoor units, line-sets and indoor head placement are required for the following:
 - 1) Location of the outdoor unit, and any landscaping that may need to be relocated.
 - 2) Placement of line-set penetrations to connect to the indoor head unit.
 - 3) Placement of electrical penetrations and service disconnects.

- ii. Access – Equipment shall be installed and plumbed to allow easy service access and adequate working space for servicing any component without removal of piping or other permanently installed fixtures. Components that require frequent attention, such as filters, shall be located in easily accessible areas.

- iii. Electric Wiring – All field wiring, line and low voltage, shall comply with the manufacturer’s recommendations, the National Electrical Code and all applicable local codes and ordinances.
- iv. DHP indoor units shall be located in the main living area on the wall and located for best air circulation. Interior units shall be installed level and located high on the wall per manufacturer’s instructions.
- v. Outdoor units shall be mounted on exterior walls at a maximum height of eight feet from the ground to for servicing. The mounting, location, height, and position of the outdoor units shall be as consistent as possible throughout the property. The outdoor units shall be mounted on model-specific brackets equipped with vibration dampers, secured to strut channel. The strut channel should be properly secured through the cladding to structural framing members of the wall (studs). Silicon or an approved sealant must be used where fasteners penetrate the cladding to maintain a weathertight assembly. Units also can be installed on the appropriate pad after dirt work to level the ground has been completed. The service disconnect shall be mounted in a consistent location adjacent to the outdoor unit, and firmly secured to the building exterior, with fastener penetrations being sealed with silicone sealant.
Outdoor units shall be located to avoid restrictions in the outdoor airstream, and per the location layout at the end of this specification. Defrost melt shall not drain onto areas where ice formation may create a hazard (walkways etc.). Outdoor units must be installed level.
- vi. Refrigerant Tubing shall be installed to manufacturer’s specifications. To maintain oil return to the compressor and avoid inefficiency and capacity loss, refrigeration piping or refrigeration line set shall be sized and installed in accordance with the manufacturer’s instructions and recommendations. Piping between the two sections of split units shall not exceed the manufacturer’s maximum recommended length, horizontally or vertically, and shall be run parallel to building lines and in a straight and workmanlike manner to prevent oil traps.
- vii. Refrigerant Charge – Technician shall follow manufacturer’s guidelines when charging a new system and make any needed adjustments for non-standard line set lengths using a programmable refrigerant charging scale.
- viii. Electric Wiring – Wiring shall be encased in commercial grade flexible metal conduit. Acceptable conduit: Anaconda Sealite, type UA, liquid tight flexible metal conduit, or approved equal. All field wiring, line and low voltage, shall comply with the manufacturer’s recommendations, the National Electrical Code and all applicable local codes and ordinances. Special care shall be taken to assure communication between indoor and outdoor units is not compromised.
- ix. All interior wiring shall run inside the line hide, or inside the wall.
- x. Exterior Line hides are allowed in this installation, but outdoor units are located to minimize line hides.

- xi. Support – Refrigerant piping shall be properly supported in accordance with manufacturer’s specifications, AHRI and IMC (International Mechanical Code).
- xii. Condensate Drain – Line shall slope downhill to allow for gravity flow of condensate into Firm provided condensate drain lines that terminate on Firm provided splash blocks. Condensate lines shall not be placed in existing downspouts. Splash blocks shall be made of concrete and placed to drain away from the building. Ground below the splash block shall be prepared, if necessary, for long term service of the drainage.
- xiii. DHP Penetrations – Refrigerant piping and electrical runs passing through openings in the exterior of the building structure shall be installed on cedar mounting blocks, and properly flashed to maintain a weathertight assembly. All penetrations in the envelope of the building shall be as small as possible, with no more than ¼” gap around the piping, and properly sealed with an isolative sealant. Penetration must be made through blocking that is placed in coordination with the capital construction envelope upgrade.
- xiv. DHP Insulation – Refrigerant lines shall be insulated with a minimum of ½” thick continuous closed-cell foam rubber. Insulation must cover entire line set length. Where refrigeration line sets run on the exterior of the buildings they shall have a rigid line hide weatherproof covering.
- xv. DHP Leak Testing, Evacuation and Charging – Factory as well as field-fabricated joints shall be checked, and any leaks found shall be repaired. Evacuation and charging shall be done in accordance with the manufacturer’s instructions and recommendations.
- xvi. DHP Line Hides shall be installed per manufacturer’s instructions including:
 - 1) Perfectly vertical and nearly horizontal runs that adhere to 90 degree turn
 - 2) Include covers and base.
 - 3) Cut with hacksaw and filed to smooth edges.
 - 4) Include saddle bands
 - 5) Secured with stainless steel screws.
- xvii. DHP System Check Sheet – It is mandatory that the installer fill out a ductless heat pump system check sheet for each ductless heat pump that is installed. The manufactures sheet is acceptable.

B. Three Headed Split-System Ductless Heat Pumps (DHPs)

- vi. General placements of indoor and outdoor units will be reviewed at the bid walkthrough. After identification of a winning bidder an additional site visit to develop a more detailed plan on an apartment-by-apartment basis will need to be scheduled. Final locations for outdoor units, line-sets and indoor head placement are required for the following:
 - 4) Location of the outdoor unit, and any landscaping that may need to be relocated.
 - 5) Placement of line-set penetrations to connect to the indoor head unit.

- 6) Placement of electrical penetrations and service disconnects.
- vii. Access – Equipment shall be installed and plumbed to allow easy service access and adequate working space for servicing any component without removal of piping or other permanently installed fixtures. Components that require frequent attention, such as filters, shall be located in easily accessible areas.
 - viii. Electric Wiring – All field wiring, line and low voltage, shall comply with the manufacturer’s recommendations, the National Electrical Code and all applicable local codes and ordinances.
 - ix. DHP indoor units shall be located in the hall ways on the wall on the 1st floor and the upper two floors should be the floor mounted units. Interior units shall be installed level and per manufacturer’s instructions.
 - v. Outdoor units shall be mounted on exterior walls at a maximum height of eight feet from the ground to for servicing. The mounting, location, height, and position of the outdoor units shall be as consistent as possible throughout the property. The outdoor units shall be mounted on model-specific brackets equipped with vibration dampers, secured to strut channel. The strut channel should be properly secured through the cladding to structural framing members of the wall (studs). Silicon or an approved sealant must be used where fasteners penetrate the cladding to maintain a weathertight assembly. Units also can be installed on the appropriate pad after dirt work to level the ground has been completed. The service disconnect shall be mounted in a consistent location adjacent to the outdoor unit, and firmly secured to the building exterior, with fastener penetrations being sealed with silicone sealant.
Outdoor units shall be located to avoid restrictions in the outdoor airstream, and per the location layout at the end of this specification. Defrost melt shall not drain onto areas where ice formation may create a hazard (walkways etc.). Outdoor units must be installed level.
 - xviii. Refrigerant Tubing shall be installed to manufacturer’s specifications. To maintain oil return to the compressor and avoid inefficiency and capacity loss, refrigeration piping or refrigeration line set shall be sized and installed in accordance with the manufacturer’s instructions and recommendations. Piping between the two sections of split units shall not exceed the manufacturer’s maximum recommended length, horizontally or vertically, and shall be run parallel to building lines and in a straight and workmanlike manner to prevent oil traps.
 - xix. Refrigerant Charge – Technician shall follow manufacturer’s guidelines when charging a new system and make any needed adjustments for non-standard line set lengths using a programmable refrigerant charging scale.
 - xx. Electric Wiring – Wiring shall be encased in commercial grade flexible metal conduit. Acceptable conduit: Anaconda Sealite, type UA, liquid tight flexible metal conduit, or approved equal. All field wiring, line and low voltage, shall

- comply with the manufacturer's recommendations, the National Electrical Code and all applicable local codes and ordinances. Special care shall be taken to assure communication between indoor and outdoor units is not compromised.
- xxi. All interior wiring shall run inside the line hide, or inside the wall.
 - xxii. Exterior Line hides are allowed in this installation, but outdoor units are located to minimize line hides.
 - xxiii. Support – Refrigerant piping shall be properly supported in accordance with manufacturer's specifications, AHRI and IMC (International Mechanical Code).
 - xxiv. Condensate Drain – Line shall slope downhill to allow for gravity flow of condensate into Firm provided condensate drain lines that terminate on Firm provided splash blocks. Condensate lines shall not be placed in existing downspouts. Splash blocks shall be made of concrete and placed to drain away from the building. Ground below the splash block shall be prepared, if necessary, for long term service of the drainage.
 - xxv. DHP Penetrations – Refrigerant piping and electrical runs passing through openings in the exterior of the building structure shall be installed on cedar mounting blocks, and properly flashed to maintain a weathertight assembly. All penetrations in the envelope of the building shall be as small as possible, with no more than ¼" gap around the piping, and properly sealed with an isolative sealant. Penetration must be made through blocking that is placed in coordination with the capital construction envelope upgrade.
 - xxvi. DHP Insulation – Refrigerant lines shall be insulated with a minimum of ½" thick continuous closed-cell foam rubber. Insulation must cover entire line set length. Where refrigeration line sets run on the exterior of the buildings they shall have a rigid line hide weatherproof covering.
 - xxvii. DHP Leak Testing, Evacuation and Charging – Factory as well as field-fabricated joints shall be checked, and any leaks found shall be repaired. Evacuation and charging shall be done in accordance with the manufacturer's instructions and recommendations.
 - xxviii. DHP Line Hides shall be installed per manufacturer's instructions including:
 - 6) Perfectly vertical and nearly horizontal runs that adhere to 90 degree turn
 - 7) Include covers and base.
 - 8) Cut with hacksaw and filed to smooth edges.
 - 9) Include saddle bands
 - 10) Secured with stainless steel screws.
 - xxix. DHP System Check Sheet – It is mandatory that the installer fill out a ductless heat pump system check sheet for each ductless heat pump that is installed. The manufactures sheet is acceptable.

C. Wireless Wall-Mounted DHP Thermostats

- i. Thermostats are to be mechanically secured to the wall with fasteners, per manufacturer's instructions at a height of 60 inches, with the exception of handicap assessable units where the height should be 48 inches. They shall be programmed to King County Housing Authority's determined set points and limits in order to be considered completed. Tamper proof covers required in common areas.

A. Through Wall Energy Recovery Ventilation Units

- i. Shall be installed in the living room in the same wall cavity as an electrical power source. A factory plate or mounting board will need to be installed on the studs and the ERV mounted to the plate or mounting board. Power is to be run inside the wall cavity and get power from an existing outlet or the electrical panel. Remotes for the units will be saved and given to the building owner. Blocking for vinyl siding must be installed on the exterior wall and the factory wall cap must be used. Electric Wiring – All field wiring, line and low voltage, shall comply with the manufacturer's recommendations, the National Electrical Code and all applicable local codes and ordinances, including adding an arc fault breaker required when extending a circuit.

D. Spot Energy Recovery Ventilators (ERVs)

- i. New spot energy recovery ventilators are to be installed in each of the basement common area units. Penetrations through dwelling-unit walls or ceilings must maintain the applicable fire barrier ratings as required by local code. Duct terminations shall be through the wall, with a minimum of 3 ft between the intakes and exhaust wall cap locations if ducted separately. Exhaust wall caps shall be equipped with a bug screen and backdraft damper, and intake wall caps shall be equipped with a bug screen and no backdraft damper. ERVs are allowed to be ducted to the exterior with a single, hemispherical exhaust vent and dual-function wall cap. Core drilling may be required for the basement units. Acceptable product level: Panasonic FV-WC04VE1.
- ii. Wiring will be installed in accordance with original equipment manufacturer specifications, and local and national electrical and mechanical codes.
- iii. ERVs will be securely mounted in accordance with manufacturer specifications.
- iv. ERV's will be oriented so the equivalent length of the duct run is as short as possible; calculate "equivalent length" in accordance with ANSI/ACCA Manual D – 2009 (Residential Duct Systems).
- v. Collar will be at least the same diameter as the exhaust fan outlet; if collar is larger than exhaust fan outlet, a rigid metal transition will be used.

- vi. Fitting will be appropriate for regional weather conditions and installation location on house so as not to be rendered inoperable.
- vii. Ducts will be connected to applicable registers or grilles, collector box, HRV or ERV, intake fitting, and termination fitting. Ducts will be connected and sealed as follows:
- viii. Metal-to-metal or metal-to-PVC will be fastened with a minimum of three equally spaced screws.
- ix. Flexible duct-to-metal or flexible duct-to-PVC will be fastened with tie bands using a tie band tensioning tool.
- x. Flexible duct between tie band and end of metal or PVC ducts will be fastened with screws in place.
- xi. PVC-to-PVC materials will be fastened with approved PVC cement
- xii. Other specialized duct fittings will be fastened in accordance with manufacturer specifications.
- xiii. In addition to mechanical fasteners, duct connections will be sealed with UL 181B or 181B-M listed material
- xiv. Ducts installed outside of the thermal envelope must be insulated to a minimum of R-8 or equivalent to local codes.
- xv. The building owner's maintenance staff will be educated on how and when to change filter and clean drain pan, if applicable, according to manufacturer specifications.
- xvi. Energy Recovery Ventilation Units will be installed in the living room in the same wall cavity as an electrical outlet if possible. The units must be installed to manufacturer's specifications and the center of the 6 11/16" wall penetration must be a minimum 20" from operable windows. Electrical connections are to be run inside the wall cavity or drop-soffit assembly. Remote controls for the units (if equipped with one) shall be saved and given to the building owner.
- xvii. Electric Wiring – All field wiring, line and low voltage, shall comply with the manufacturer's recommendations, the National Electrical Code and all applicable local codes and ordinances.

E. Drop Soffit Construction

- i. Drop Soffits must be constructed of dimensional 2" thick nominal structural lumber, and be large enough to accommodate all supply and exhaust duct runs. An integrated access panel must be included for access to the ducted ERV and removal of its cover for servicing and maintenance. All lumber should be attached to structural members of the ceiling above, and properly anchored to support the weight of it itself and all associated components. All exposed framing is to be covered with ½" finished drywall that is textured and painted to match ceiling.

F. Ducted Energy Recovery Ventilators (ERVs)

- i. New ducted ERVs are to be installed in the (10) ten common hallways, one per hallway. Ducted ERVs are to be located in one end of the hallway, and must be vented to the exterior with independent supply and exhaust ports with a minimum of 3' of separation between the supply and exhaust wall caps. Keep supply cap off of roof.
- ii. Installation provisions put forth for Spot Energy Recovery Ventilators (Section C, parts ii – xvii) are required for Ducted ERVs as well.

5. EXISTING EQUIPMENT

- A. All dwelling units are currently heated electrically with baseboard or in-wall heaters. The primary heat source and corresponding thermostat in the location of the installed DHP is to be disabled and removed. Power for the ductless heat pump can be pulled from this heat source or thermostat. If there are other heat sources in the main living area, such as the kitchen, laundry or bathroom, they are to remain operational as long as they have their own thermostat.
- B. Safe Work Practices – Sunnysdale Apartments was built in 1987, and is assumed to not have any lead base paint.

6. WORK PRACTICES

- A. The Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with best industry practices and applicable local, state and federal law, including without limitation regulations of the Secretary of Labor at 29 CFR Parts 1904 and 1926. For Statement of Work Items in excess of \$100,000, the Firm shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. The Firm shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (a) all workers and other persons on the work site, (b) all of the work, materials and equipment to be used or incorporated therein, and (c) all other property at the work site or adjacent thereto.
- B. The work is occurring in occupied residential units. The Firm shall coordinate all work with the property management team and in compliance with Washington State law for entry to an apartment. Employees of the firm working in occupied units are expected to be respectful and to minimize disturbance to the resident.
- C. The Firm shall notify KCHA of each building completion and arrange for an inspection of all completed work and be present during the inspection. All work shall be subject to review and approval. KCHA shall inform the Firm where it finds work to be unsatisfactory. The Firm shall correct unsatisfactory work within ten business days, and shall notify KCHA for a follow-up inspection.

- D. The Firm shall be responsible for all acts and omissions of the Firm's agents and employees and for the acts and omissions of subcontractors and their agents and employees.
- E. The Firm shall keep the work site free at all times from accumulations of waste materials or rubbish resulting from the work. The firm shall clean the project site and work areas daily, including common areas and coordinate progress cleanings for joint-use areas where more than one installer has worked. At completion of the work, the Firm shall remove all waste materials and rubbish, tools, materials and equipment, and surplus materials from the work site, and leave the work site as clean as or cleaner than when the work began. All debris resulting from the work will be removed and legally disposed of with every effort made toward recycling waste material.
- F. The firm shall adequately protect the building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The firm shall repair or be responsible for costs to repair any and all property damaged by the firm during the mechanical installation.
- G. Siding penetrations will be done on an approved method, with blocking made for the siding where available. Damaged siding is the responsibility of the contractor to replace and it shall be replaced with matching siding.
- H. Ceiling and wall patches: patch the ceilings, walls and any other areas where sheetrock repair is necessary as part of this installation. Restore surfaces to pre-construction condition and match adjoining texture or finish in a manner that will eliminate evidence of patching and refinishing. Paint will be supplied by the property manager or property maintenance staff.

7. DAMAGES

- A. The Firm will be held responsible for any and all damages created during the performance of the work.
- B. All debris resulting from the work will be removed and legally disposed of with every effort made toward recycling waste material.

EXHIBIT F



WEATHERIZATION DEPARTMENT
700 ANDOVER PARK W – STE D
TUKWILA, WASHINGTON 98188
PHONE (206) 576-2132 FAX (206) 214-1259

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 affirmative 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 by 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, terminate 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 actions 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 non-compliance: 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 interest of the United States.

By: _____
Date: _____

Title: _____

EXHIBIT G
SAMPLE CONTRACT
for

Click or tap here to enter text.

Click or tap here to enter text., Click or tap here to enter text.

THIS CONTRACT is made and entered into this Click or tap here to enter text. day of Choose an item., Choose an item., by and between Click or tap here to enter text., a Washington Choose an item., hereinafter called the "Firm," and the King County Housing Authority, a public body corporate and politic created pursuant to the Housing Authorities Law of the State of Washington, herein after called "KCHA."

ARTICLE 1. Contract Documents

The Contract shall consist of the following parts:

- **This Instrument**
- **Form of Proposal**
- **Bidders Information Sheet**
- **Project Technical Specifications**
- **General Conditions**
- **Contractor COVID Protocols**
- **DOR Buyer's Retail Sales Tax Exemption Certificate**

ARTICLE 2. Contract Definitions

- A. "Firm" means Click or tap here to enter text.
- B. "Representative" means the person who is an authorized agent of KCHA to administer the Contract. The Representative for this Project is Choose an item..
- C. "Owner" means King County Housing Authority
- D. "Property Manager" means an employee of Click or tap here to enter text. responsible for onsite management of the property. The Property Manager for Click or tap here to enter text. is Click or tap here to enter text..

ARTICLE 3. Duration of Contract

No work shall be commenced by the Firm or materials delivered until the Contract Documents have been signed by the Firm and KCHA. No work shall be commenced by the Firm until KCHA has given the Firm a written notice to proceed. All work must be completed and invoiced by Click or tap to enter a date.. Upon expiration of the original Contract term, the Contract, at KCHA's sole discretion, may be extended for a period determined by KCHA.

ARTICLE 4. Scope of Work and Specifications

A. See Attached Technical Specifications

ARTICLE 5. Weatherization General Work Practices

The Firm shall supervise the work by employing best industry practices. The Firm shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. The Firm shall provide and pay for all labor, materials, equipment, tools, construction equipment, additional utilities, transportation and other facilities necessary for the proper execution and completion of the work. The Firm shall utilize all new materials incorporated into the work. All work shall be performed by craftsmen skilled in the trade by which such work items would appropriately be performed. All work shall be performed in accordance with the best practices of the trade and shall be of good quality, free from faults and defects. The Firm will be held responsible for any and all damages created during the performance of the work.

The Firm shall, without additional compensation, correct any work that fails to conform to the requirements of the Contract Documents, whether discovered during the progress of the Work or upon KCHA's inspection of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final acceptance of the Work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by subcontractors as well as to work by direct employees of the Firm.

The Firm shall comply with all laws, ordinances, rules and regulations, and all orders of any governmental authority relating to the work or its performance, and shall notify KCHA if bid documents, the Contract, any drawings or specifications are at variance therewith. The Firm shall likewise insure that all of the Firm's subcontractors comply. All material supplied and installation techniques shall be in accordance with all pertinent provisions of the Washington State Weatherization Specifications, the Washington State Weatherization Field Guide, the Standard Work Specifications for Home Energy Upgrades, ASHRAE 62.2-2013, applicable manufacturers' installation specifications, and local codes.

The Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with best industry practices and applicable local, state and federal law, including without limitation regulations of the Secretary of Labor at 29 CFR Parts 1904 and 1926. For Statement of Work Items in excess of \$100,000, the Firm shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. The Firm shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (a) all workers and other persons on the work site, (b) all of the work, materials and equipment to be used or incorporated therein, and (c) all other property at the work site or adjacent thereto.

The Firm shall notify the KCHA project representative of project completion and arrange for an inspection of all completed work. All work shall be subject to review and approval, including the

use of Lead Safe Weatherization practices, if applicable. KCHA shall inform the Firm where it finds work to be unsatisfactory. The Firm shall correct unsatisfactory work within ten business days, and shall notify KCHA for a follow-up inspection.

The Firm shall be responsible for all acts and omissions of the Firm's agents and employees and for the acts and omissions of subcontractors and their agents and employees.

The Firm shall keep the work site free at all times from accumulations of waste materials or rubbish resulting from the work. At completion of the work, the Firm shall remove all waste materials and rubbish, tools, materials and equipment, and surplus materials from the work site, and leave the work site "broom clean" except as may be specifically provided in the Contract. All debris resulting from the work will be removed and legally disposed of with every effort made toward recycling waste material.

ARTICLE 6. Compensation

The total amount of the Contract is [Click or tap here to enter text.](#) (Click or tap here to enter text.) . This amount includes Washington State Sales Tax. The Firm shall charge Washington State Sales Tax only on the labor, overhead and profit costs and not on materials per the provisions of RCW 70.164. See also [WA DOR Special Notice Sales and Use Tax Exemption for the Weatherization Assistance Program](#).

Upon completion of the work, the Firm shall submit to KCHA:

- 1) The Firm's per building final invoice listing all completed work items and separating cost for materials from labor, for each item, with application of tax only on labor, overhead and profit;
- 2) Permits or inspection reports, if appropriate, indicating the approval of the authority having jurisdiction for enforcement for Firm's applied scope of work;
 - a. per project or per building; whichever is applicable
- 3) the Contractor Warranty and Release of Liens per invoice;
- 4) all manufacturer manuals & completed warranties for installed equipment, per building with serial numbers and unit location
- 5) approved Washington L&I Affidavit with final project invoice.

All submittals shall identify the property owner and building address, and note the project completion date.

Upon receipt thereof, KCHA shall inspect and either approve the work or notify the Firm of corrections required. Once the work is accepted by KCHA and L & I has approved an Intent and Affidavit for the project, KCHA will authorize payment of the invoice. Payments shall be issued by KCHA. Interim or final payment may be withheld due to: (1) unsatisfactory prosecution of the work by the Firm; (2) defective work not remedied; (3) claims filed against KCHA, Owner or the property; (4) failure of the Firm to make required payments to subcontractors or for labor, materials or equipment; or (5) failure of the Firm to submit required payroll documentation.

A. Retainage Release

Per Public Works Law this project is subject to Retainage per Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD). Each submitted and approved invoice shall be paid with an exception of five percent (5%) that is withheld until certificates of release have been received.

ARTICLE 7. Contract Modifications

Only KCHA has authority to modify any term or condition of this Contract. Any Contract modification must be authorized in writing by KCHA.

KCHA may, at any time, without prior notice to any party, by written Change Order only, make changes in the work within the general scope of the contract.

The Firm must obtain a written Change Order prior to proceeding with any work and/or purchasing materials for the project outside the Contract. KCHA shall not be required to pay for work performed or materials purchased outside the scope of this Contract, without prior written authorization pursuant to an executed Change Order.

ARTICLE 8. Prohibition Against Liens

The Firm is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all Subcontractors at any tier and all material suppliers. KCHA may withhold payment to the Firm until the Firm provides KCHA with satisfactory Lien Waivers for work and/or materials provided up to that point in time.

ARTICLE 9. Authority of KCHA

KCHA shall have the authority to post notices 48 hours in advance of planned work. The Firm will comply with all such notices.

KCHA shall have the authority to inspect the work and the work site periodically to gauge the progress of the work and compliance with the Contract requirements. KCHA shall not be responsible for the Firm's failure to complete the work in accordance with the Contract requirements.

KCHA shall have the authority to stop work whenever such stoppage may be reasonably necessary to insure proper execution of the contract.

ARTICLE 10. Firm's Guarantee

The Firm hereby guarantees all work, including both labor and materials, for a period of one year from the date of final acceptance or the work under the Contract. For defects appearing within such one-year period, the Firm agrees to correct faulty workmanship, materials or equipment, and shall pay for or repair any damage to other work resulting therefrom.

The Firm shall furnish to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment upon project completion.

The Firm warrants good title to the materials, supplies and equipment incorporated into the work, and agrees to defend, indemnify and hold harmless KCHA, the Owner, and Puget Sound Energy (the funder) from any claims, liens, or charges asserted by any person supplying labor, materials or equipment for the work.

The Firm will be liable for any and all claims or damages arising from its performance of the work.

ARTICLE 11. Independent Contractor

The Firm and KCHA agree the Firm is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create a relationship of employer and employee between the parties hereto. Neither the Firm nor any employee of the Firm shall be entitled to any benefits accorded KCHA's employees by virtue of the services provided under this Contract. KCHA shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Firm, or any employees of the Firm.

ARTICLE 12. Subcontracts

The Firm shall not enter into any subcontracts for any portion of the Work without, in each instance, having received the prior written consent of KCHA. All subcontracts shall be in writing and contain provisions binding subcontractors to the terms of the Contract Documents, insofar as they apply to the work of the subcontractor, and shall require the subcontractor to assume toward the Firm all the obligations which the Firm assumes toward KCHA under the Contract Documents. Copies of all subcontracts shall be provided to KCHA prior to the subcontractor beginning work. The Firm shall be fully responsible for the performance, and for all acts and omissions of subcontractors and the employees and agents of subcontractors.

Every subcontract shall include a statement that neither KCHA nor Puget Sound Energy shall be liable for claims or damages arising from a subcontractor's performance of the subcontract.

The Firm agrees that the language of the ARTICLE regarding State Prevailing Wage Law (13), below, shall be included in any subcontract entered into by the firm where the subcontractor will be responsible work under this Contract.

ARTICLE 13. State Prevailing Wage Law

The work is subject to payment of State Prevailing Wages. The Firm agrees to pay not less than the applicable Washington State prevailing wage rate for the type of work being performed, as established by the Department of Labor and Industries (L&I), for all employees carrying out the work. The Firm agrees to pay the wage rate for residential construction. Workers, laborers, and mechanics must be paid by job classification for the time they are engaged in the work covered by the classification. A single employee may be paid multiple rates in a single day if that employee's work falls into multiple classifications. The Firm is responsible for determining the appropriate wage rate based on the Scope of Work. All questions about the appropriate wage need to be asked L & I.

Further the Firm agrees to comply with all related filing and reporting requirements, including the filing of Intents and Affidavits. The Firm must provide an Intent approved by L & I in order to be eligible for a progress payment and a similarly approved Affidavit to receive final payment. If the Firm subcontracts with another firm or firms to complete any of the work, the firm will be responsible for inserting in the subcontract these same requirements and will be responsible for subcontractor compliance.

ARTICLE 14. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- a) The Firm certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) If the Firm is unable to certify to any of the statements in this Contract, the Firm shall attach an explanation to this Contract.

ARTICLE 15. Default

KCHA may, subject to the provisions contained in “Termination” below, by written notice of default to the Firm, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Firm fails to perform within the time specified herein or any extension thereof; or,
- 2) If the Firm fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 business days (or such longer period as the contract representative may authorize in writing) after receipt of notice from the KCHA contract representative specifying such failure.

In the event KCHA terminates this contract in whole or in part as provided above, KCHA may procure, upon such terms and in such manner as the KCHA contract representative may deem appropriate, supplies or services similar to those so terminated, and the Firm, shall be liable to KCHA for any excess costs for such similar supplies or services provided that the Firm shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 16. Dispute Resolution and Attorney Fees

In the event of any dispute, claim, question or disagreement arising out of or relating to this Contract or the default thereof, KCHA and the Firm hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, the KCHA and the Firm may consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the KCHA and the Firm do not reach such a solution within a period of thirty (30) days after KCHA was initially notified of the dispute, claim, question or disagreement (pursuant to the Clause entitled “Disputes” herein) the parties may try in good faith to settle any dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules or another nationally recognized

mediation organization, before resorting to litigation or any other dispute resolution procedure. Each party shall pay its own expenses in any mediation proceedings, but in any arbitration or litigation proceeding which ensues if neither negotiation nor mediation have been successful, the prevailing party shall recover its reasonable attorneys' fees and costs incurred therein, which amount shall be included in the judgment or award entered in the matter.

ARTICLE 17. Termination

The Firm may terminate the Contract upon seven (7) days' prior written notice to KCHA if KCHA has failed, without legal justification under the Contract, to issue payment to the Firm within sixty (60) days after receipt of a proper invoice from the Firm. In such event, the Firm shall be entitled to recover from KCHA for all work done under the Contract prior to termination.

KCHA may terminate the Contract upon seven (7) days' prior written notice to the Firm if the Firm fails to carry out the work in accordance with the Contract Documents or fails to perform any material provision of the Contract. Such termination by KCHA shall be without prejudice to any other remedy, and KCHA may cure such deficiencies or take possession of the work site and all materials and equipment located there belonging to the Firm and finish the work by any means deemed by KCHA to be expedient. In such event, if the unpaid balance of the Contract sum exceeds the expense of finishing the Work, such excess shall be paid to the Firm, but if such expense exceeds such unpaid balance, the Firm shall pay the difference to KCHA.

If this Contract is terminated as provided herein, KCHA, in addition to any other rights provided in this Contract, may require the Firm to transfer title and deliver to KCHA in the manner and to the extent directed by KCHA Contract representative, any supplies, materials, installations whether partial or complete, drawings, or other specified contract work or information as the Firm has produced or acquired. Payment for delivered and accepted items shall be made at the amount stated in the contract. The rights and remedies of KCHA shall not be exclusive and are in addition to any other rights and remedies provided by law, or under this Contract. KCHA may also withhold from amounts otherwise due the Firm for such completed Contract work sums determined to be necessary to protect KCHA against loss because of outstanding liens or claims of former lien holders.

ARTICLE 18. Non-Discrimination

Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices, all of which the Firm must meet or exceed.

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, gender 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 Firm will take affirmative action to ensure that applicants are considered for employment, and employees are treated during employment, without regard to the

aforementioned conditions. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion, or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. The Firm agrees to post notices to be provided by KCHA setting forth the provisions of this nondiscrimination clause in conspicuous places accessed by employees and applicants for employment.

The Firm shall, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to the aforementioned statuses.

The Firm shall send to each labor union or representative of labor with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places accessed by employees and applicants for employment.

The Firm shall 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, which include furnishing required information and reports, and permitting access to his books, record, and accounts.

In the event the Firm's noncompliance with the nondiscrimination 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 Firm may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other actions may be imposed and remedies invoked as provided in said Executive Order or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The Firm shall include paragraphs 18.1 through 18.5 of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

ARTICLE 19. Subcontracting with Small Firms, Minority Owned Firms, Women's Business Enterprises, and Labor Surplus Area Firms

Firm shall take the following steps to ensure that, whenever possible, any approved subcontracts are awarded to small business firms, minority owned firms, women's business enterprises, and labor surplus area firms:

1. Placing qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Ensuring that small businesses, minority-owned businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority-owned businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small businesses, minority-owned businesses and women's business enterprises; and,

5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies in these endeavors.

ARTICLE 20. Lead-Based Paint Regulations

No paint containing more than six one-hundredths of one percent lead by weight shall be used in the performance of any work specified in the Contract. The Firm shall comply with any applicable requirements of the Lead-Based Pain Poisoning Act, 42 U.S.C. 4321 et seq., the Lead-Safe Housing Rule, 24 CFR 35, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4821-4846.

The abatement, removal, and disposing of lead-based paints shall be in conformance with Chapter 70.103 RCW and Washington State Administrative Code Chapter 365-230. The Firm shall not undertake this work without receiving KCHA special approval for working with lead-based paint. Approval shall be based upon the Firm submittals to KCHA documenting appropriate certifications and worker Safe Work Practice (SWP) training and verification that the Firm has in effect pollution liability insurance, as require.

KCHA is reasonably certain that this work will not disturb lead based paint nor asbestos. All work that may disturb lead based paint must be performed in accordance with federal and state regulations, including the use of Lead Safe Weatherization practices (LSW) and in compliance with the EPA's Renovation, Repair, and Painting Rule (RRP). The Firm must document crew certification for compliance with LSW and RRP. In addition, the Firm must keep abreast of changes in federal or state requirements regarding lead based paint and comply accordingly. Failure to utilize LSW/RRP, where required, may lead to immediate work stoppage, clearance testing, and relocation of occupants, clean-up and/or legal claims. The Firm is responsible for costs of activities that arise from a failure to follow the lead safe protocol.

KCHA shall monitor Firm's compliance with Washington State Administrative Code Chapter 365-230 at the work site. Failure to comply may lead to work stoppage, immediate clearance testing and possible relocation of residents. The Firm shall be responsible for costs of these activities, which arise out of its failure to utilize SWP while performing the work. The Firm may also be exposed to legal claims of occupants and workers.

ARTICLE 21. Washington State Energy Code

The Firm shall comply with all applicable standards of Washington Administrative Code Chapter 51-1, the "Washington State Energy Code," providing minimum standards for new or altered buildings and structures to achieve efficient use of energy.

ARTICLE 22. Anti-Kickback Provisions

The Firm is required to comply with the provisions the Anti-Kickback Act of 1986 and of the Copeland "Anti-Kickback Act" (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3) which apply to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work where the federally funded contract is in excess of \$2,000 and federally assisted contracts in excess of \$2,000 that are subject to federal wage standards. The "Anti-kickback" section of the Act prohibits a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under

his or her contract of employment. The Act contains provisions for weekly wage statements for federally assisted contracts that are subject to federal wage standards.

ARTICLE 23. Clean Air/Water Acts

The Firm shall comply with all applicable standard orders issued or requirements found under Section 306 of the Clean Air Act (42 U.S.C. §1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11728, and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE 24. Interest of Commissioners, Officers or Employees and Former Commissioners, Officers or Employees

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

ARTICLE 25. Limitation on Payments Made to Influence Certain Federal Financial Transactions

The Firm agrees to comply with 31 U.S.C. §1352, which prohibits the use of Federal appropriated funds 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

The Firm further agrees to comply with the requirement of that act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan or cooperative agreement.

ARTICLE 26. Retention and Examination of Firm's Records

KCHA, the State Department of Commerce, the Secretary of the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives shall, until six years after payment under any contract, have access to and the right to examine any of the Firm's directly pertinent books, documents, papers, or other records involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Firm agrees to include in any approved first-tier subcontracts under each contract a clause substantially the same as paragraph (a) above.

The periods of access and examination for records relating to (1) appeals under the disputes clause of the Contract, (2) litigation or settlement of claims arising from the performance of the Contract,

or (3) costs and expenses of the Contract to which KCHA, the State Department of Commerce, the Secretary of the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives has taken exception shall continue until final disposition of such appeals, litigation, claims, or exceptions.

ARTICLE 27. Disputes

In the event of dispute arising under this Contract, the Firm shall notify KCHA promptly in writing of its contentions and submit its claim. The Firm shall proceed with work in compliance with this Contract, but such compliance shall not be a waiver of the Firm’s rights to make a claim provided KCHA has been notified as above stipulated. In the event that a dispute arising from this Contract results in a lawsuit between KCHA and the Firm, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred therein.

ARTICLE 28. Employment of KCHA Residents

The Firm shall provide, to the greatest extent possible, opportunities for employment to KCHA residents or other public housing residents in the course of undertaking this contract.

ARTICLE 29. Assignment

Neither KCHA nor the Firm shall, without the prior written consent of the other, assign or delegate, in whole or in part, its interest under any of the Contract Documents; and, specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of KCHA.

ARTICLE 30. Interest of the Firm

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Contract.

ARTICLE 31. Notices

Any notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by first-class mail and addressed to the parties as follows:

If to the Weatherization Agency:

Nikki Parrott
Director of Capital Construction & Weatherization
King County Housing Authority
700 Andover Park West, Suite D
Seattle, WA 98188

If to the Firm:

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed as of the day and year first above written.

KING COUNTY HOUSING AUTHORITY:

By: _____
Choose an item.

Title: Choose an item.

Date:

Click or tap here to enter text.

By: _____
Click or tap here to enter text.

Title: Click or tap here to enter text.

Date:

SAMPLE

EXHIBIT H

INSURANCE REQUIREMENTS FOR WEATHERIZATION CONTRACTS

The firm awarded the contract (hereafter "Firm") shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the firm, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the firm. By requiring the insurance below, the King County Housing Authority (KCHA) makes no statement or representation that such coverages and limits are independently adequate for the firm's business operations. The responding firm is encouraged to contact their insurance representative to establish such adequacy.

Insurance: Unless higher limits or additional coverages are required by the Prime Contract, prior to the commencement of any work, Firm shall secure, purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement contained in this Agreement shall also apply to anyone hired by the Firm to Work under the Agreement.

- 1. Worker's Compensation Insurance** and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Work is to be performed.

Employers' Liability Insurance with minimum limits of:
\$1,000,000 Each Accident
\$1,000,000 Disease Each Employee
\$1,000,000 Disease Policy Limit

Policy coverage terms and conditions to include:
Employers Liability/Stop Gap Liability

2. Commercial General Liability

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01, occurrence form, or equivalent for hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations

The insurance shall have the following minimum limits of liability:

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products / Completed Operations Aggregate

The general aggregate coverage limits shall be per project general aggregate and shall be evidenced on Firm's Certificate of Insurance.

The insurance shall include:

- Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability)
- To the extent aligned with and permissible under applicable law, no Contractual Liability Coverage Exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar)
- Personal Injury Liability (with contractual exclusions deleted)
- Perils of Explosion, Collapse, & Underground (XCU)
- Electronic Data (CG 04 37 or similar)
- Additional Insured coverage to be primary and non-contributory
- No separation of insured exclusion
- No subsidence exclusion (if applicable to the Work)
- No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar)

Firm shall maintain general liability coverage for both Products and Completed Operations Insurance and the Additional Insured for the statute of repose. Firm shall continue to provide evidence of such coverage to KCHA on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.

3. Commercial Automobile Liability

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Work with limits of:

\$1,000,000 Combined Single Limit

4. Excess/Umbrella Liability

Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Firm's primary Employer's Liability, Commercial General

Liability and Commercial Automobile Liability with limits of \$1,000,000 each occurrence and aggregate.

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.
- Higher limits may be required by KCHA on a project by project basis.
- Firm's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured.

5. Pollution Liability

This Section is applicable to Firm's work related to environmental services or includes the use of or work around hazardous materials. Pollution Liability policy must include defense expenses and contractual liability coverage aligned with indemnification obligation of this Agreement. Coverage must be maintained throughout the applicable statute of repose of \$1,000,000 Each Occurrence and \$ 1,000,000 in the Aggregate

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the firm shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Waivers of Subrogation

All insurance coverages maintained by Firm shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation, where permitted). Firm further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Firm's Work, tools, machinery, equipment, material,

supplies, or any other losses within the scope of any insurance maintained by Firm. If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

Other Insurance Provisions

1. The Commercial General Liability, Automobile, Umbrella and the Firm's Pollution Liability policies shall contain, or be endorsed to contain, a provision naming KCHA, and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects to products completion and services of the firm written on an Accord ISO, CG 2010 endorsement or broader.
2. The firm's insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, agents, partners, or volunteers shall be excess of the firm's insurance and shall not contribute with it.
3. Approval, disapproval or failure to act by KCHA regarding any insurance supplied by the Firm shall not relieve the Firm of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Firm from liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to KCHA.
5. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Firms must provide written verification of their insurer's rating.
7. Verification of Coverage: The firm shall furnish KCHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before firm commences delivery or products or services. KCHA reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting

the coverage required by these specifications at any time.

8. **Subcontractors:** Any subcontractor shall include KCHA, its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The firm shall be responsible for subcontractors complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverage for subcontractors shall be subject to all of the requirements stated herein.
9. Required insurance, including Additional Insured status for Completed Operations under the General Liability Policy, shall be maintained for the statute of repose following completion of the project and acceptance by KCHA.

Indemnification

To the fullest extent allowed by law, The Firm hereby agrees to indemnify, defend, and hold harmless KCHA, the State of Washington, and Puget Sound Energy, and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively (“Indemnities”), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney’s fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting on the firm’s behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the firm will not be required to indemnify, defend, or hold harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the firm or the firm’s agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the firm’s negligence or the negligence of its agents employees.

FURTHERMORE, the firm acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the firm’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The firm hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the firm.