

# PROJECT MANUAL

## PROJECT NAME AND LOCATION:

**INTERIOR PAINTING  
NIA APARTMENTS**

**Contract Number: HW2201131**

## TABLE OF CONTENTS

02	Invitation to Bid (1 Page)
03	Specifications 09 90 00 (5 Pages)
04	Specifications General (5 Pages)
05	Paint Scope (1 Page) & Plan Sheets (7 Pages)
06	Instruction to Bidders (6 Pages)
07	General Conditions (15 Pages)
08	Bid Form & Bidder Information (4 Pages) – <b><i>Return with Bid</i></b>
09	Sample Contract Form (1 Page)
10	Sample Certificate of Insurance (2 Pages)

# INVITATION TO BID

King County Housing Authority (KCHA) will accept bids from qualified painting contractors to furnish labor, materials and necessary equipment to perform the following:

**SCOPE OF WORK:** Work includes, but is not limited to, interior painting of 2nd, 3rd and 4th floor hallways, lobbies, laundries, activity room, bathrooms, mail room including base, walls, ceilings, doors & trim as described in the Contract Documents including supervision, labor, materials, supplies, equipment, services in accordance with the Contract Documents and other tasks as described in the bid documents.

## PROJECT MANUAL DISTRIBUTION:

Address: King County Housing Authority, 600 Andover Park, Seattle, WA 98188

Distribution: \* Documents are available for download on KCHA's website at <http://www.kcha.org/business/construction/open/>

## PRE-BID CONFERENCE:

Date and Time: 4/7/2022 at 10:00 A.M.

Jobsite Address: Nia Apartments, 9935 8th Ave SW, Seattle, WA 98106.

In Addition: Contractors are strongly encouraged to attend the Pre-Bid Conference. Failure to attend the Conference will not relieve the Contractor of any responsibility for information provided at that time.

For Questions: Questions pertaining to the bid are to be sent via email to [DarrellW@KCHA.org](mailto:DarrellW@KCHA.org) later than seven (7) calendar days prior to bid due date. All responses shall be in the form of Addenda.

Posting: Addenda will be posted on KCHA's website.

## BIDS ARE DUE:

Time: 2:00 P.M.

Date: April 14, 2022

Address: King County Housing Authority  
600 Andover Park West, Seattle, WA 98188

Submittal Process: \* Bids may be sent to [DarrellW@KCHA.org](mailto:DarrellW@KCHA.org) via email or by mail to Attn: Darrell Westlake, Asset Management at the address listed above.

Process: All Bids must be received by KCHA no later than the above due date and time. No Bids will be accepted after that date and time.

**BID GUARANTEE:** Not Required.

**PERFORMANCE AND PAYMENT BONDS:** As a condition of award Performance and Payment bonds for 100% of the Contract Award Amount shall be furnished for the Work. On contracts of one hundred fifty thousand dollars (\$150,000.00) or less, at Contractors option the requirement may be waived in lieu of an additional 5% (total 10%) retainage.

KCHA is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on KCHA Contracts.

KCHA reserves the right to reject any or all bids or to waive any informality in the bidding. No bid shall be withdrawn for a period of 60 calendar days subsequent to the opening of the bids without the written consent of KCHA.

**CONTACT PERSON:** Darrell Westlake at [DarrellW@kcha.org](mailto:DarrellW@kcha.org).

## **SECTION 09 90 00 - PAINTING AND COATING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of texture and paints.
- C. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Owner will select from standard colors and finishes available.
- D. Scope: Finish all interior surfaces as directed in Contract Documents including the following:
  - 1. Clean, prepare, patch and prime all interior surfaces
  - 2. Match all textured wall and ceiling surfaces where patched to receive wall paint.
  - 3. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, and hangers, brackets, collars and supports, unless factory finished or otherwise indicated.
- E. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
  - 6. Floors, unless specifically so indicated.
  - 7. Glass.
  - 8. Concealed pipes, ducts, and conduits.

#### **1.02 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.

#### **1.03 ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.**

#### **1.04 SUBMITTALS**

- A. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- B. Sustainable Building Requirements:
  - 1. All paints and coatings wet applied inside the Weather Resistive Barrier must comply with the requirements of Evergreen Sustainable Design Standards (ESDS) Credit 6.1 Low/No

VOC Paints, Primers and Coatings. Provide documentation of compliance

- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Owner before preparing samples, to eliminate sheens definitely not required.
  - 3. Provide up to three revisions of colors.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Paint and Coatings: 1 gallon of each color; store where directed.
  - 2. Label each container with color in addition to the manufacturer's label.

#### **1.05 SCHEDULING OF WORK**

- A. Coordinate the commencement of work with the Owner so as not to cause inconvenience to the facility.
- B. Post notices in conspicuous areas three to five days in advance of beginning work on specified phase, noting start date, any instructions to occupants and business phone number.
- C. Identify items that need to be moved by occupant.

#### **1.06 QUALITY ASSURANCE**

- A. Field Samples: Prepare Field Samples for Owner or Owner's Representative's to review and to establish requirements for color and finish texture.
- B. Correct areas, modify method of application/installation, or adjust finish texture as directed to comply with specified requirements.
- C. Maintain field sample accessible to serve as a standard of quality for this Section.
- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- E. Applicator Qualifications: Company specializing in performing the type of work specified approved by manufacturer.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.
- D. Storage and Protection: Comply with manufacturer's recommendations.
- E. Remove oily rags, waste, etc., every night and take every precaution to prevent fire.
- F. Store in a cool, dry place out of direct sunlight.
- G. Protect from the elements and from damage.
- H. Store at a temperature of not less than 40 degrees F.
- I. Stack materials no more than three high in five-gallon containers.

#### **1.08 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft. candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Owner is obtained using the specified procedures for substitutions.
- B. Paints:
  - 1. Rodda Paint Co.; 6107 N. Marine Dr.; Portland, OR 97203; Toll Free Tel: 800-452-2315; Tel: 503-737-6033; [www.rodmapaint.com](http://www.rodmapaint.com) or approved substitution.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Approved Substitution: See Division 1 Project Administration for substitution requirements and procedures. Refer to BID PACKAGE for these GENERAL REQUIREMENTS.

### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI categories, except as otherwise indicated.
  - 2. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 4. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 5. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Paints and coatings that will be wet applied inside the WRB must comply with the VOC content requirements of ESDS Credit 6.1 – Low VOC Paints and Coatings. a
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Chemical Content: The following compounds are prohibited:
  - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  - 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- E. Sheens: Match existing.
- F. Colors: Match existing.

### **2.03 PAINT SYSTEMS - INTERIOR**

- A. Third & Fourth Floors:
  - 3 Elevator Lobby PT-12 Cronon
  - 4 Laundry PT-12 Cronon
  - 5 Hall Lobby PT-12 Cronon

- 6 Entry Alcove PT-15 Decorous Amber/PT-16 classic Gold
- 7 Door Trim & Jamb PT-14 Suitable Brown
- 8 Base PT-14 Suitable Brown
- 9 Hallway Walls & Ceiling (From top of chair rail to ceiling to top of chair rail.) PT-12 Cronon
- 10 Lower Hallways (From bottom of chair rail to top of base.) PT13 RoyCroft Suede
- B. Second Floor:
  - 1 Lobby Fire Place PT-12 Cronon
  - 2 Mail Room PT-12 Cronon
  - 3 Activity Room PT-12 Cronon
  - 4 Laundry PT-12 Cronon
  - 5 Bathrooms PT-12 Cronon
  - 6 Hallway Walls & Ceiling (From top of chair rail to ceiling to top of chair rail.) PT-12 Cronon
  - 11 Lower Hallway Walls (From bottom of chair rail to top of base.) PT13 RoyCroft Suede
  - 7 Base PT-14 Suitable Brown
  - 8 Entry Alcove PT-17 Searching Blue
  - 12 Door Trim & Jambs PT-14 Suitable Brown
- C. Not Included: First & Second Floor stair hallways, D-mark Rooms, Storage Rooms, Entry Elevator Lobby.
- D. Allowance of 100 SF of GWB Repair (caused by water damage).
- E. Includes Approximately 15 LF of Chair Rail in Activity room (under video screen).

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 15 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

- H. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 FIELD QUALITY CONTROL**

- A. The Owner's Representative and paint manufacturer shall inspect preparation prior to the application of paint finishes. Contractor will rework surfaces not properly prepared to receive paint finishes to the satisfaction of the either.
- B. Owner's representative will provide field inspection.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**END OF SECTION**

## SPECIFICATIONS

**Nia Apartments  
Interior Painting**

**Contract Number: HW2201131**  
Page 1 of 5

### SECTION 01010 - SUMMARY

#### PART 1 - GENERAL

##### 1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Nia Apartments – Interior Painting
- B. Project Location: Nia Apartments, 9935 8<sup>th</sup> Ave SW, Seattle, WA 98106
- C. The Work consists of interior painting of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floor hallways, lobbies, laundries, activity room, bathrooms, mail room including base, walls, ceilings, doors & trim as described in the Contract Documents including, but is not limited to, supervision, labor, materials, supplies, equipment, services in accordance with the Contract Documents.
- D. Quantities and square foot take-offs: Note: Any dimensions, square foot quantities or other take-off figures shown in the bid documents are an approximate estimate of the quantities and only to be used as a general understanding of the areas to be painted and color selections. **The contractor is responsible to do their own field inspections and verify all quantities to be included in their bid. KCHA assumes no responsibility for accuracy of take offs provided.**

##### 1.2 WORK SEQUENCE

- A. The Work shall be completed in 30 calendar days from the date of Notice to Proceed.
- B. Contractor will submit written schedule outlining dates and duration of job including:
  - 1. Construction start date
  - 2. Schedule for work
  - 3. Anticipated final completion date

##### 1.3 LIQUIDATED DAMAGES

- A. Liquidated damages will be assessed for each calendar day that the Contractor exceeds the time for completion in the amount of \$250.

##### 1.4 USE OF THE PREMISES

- A. Use of Site: Limit use of premises to work areas. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for resident occupancy of site. Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate resident usage.



## SPECIFICATIONS

**Nia Apartments  
Interior Painting**

**Contract Number: HW2201131**  
Page 2 of 5

2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to residents and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
3. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect property, the buildings and occupants during construction period.

### 1.5 PAYMENT PROCEDURES

- A. Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
- B. Each Application for Payment shall be consistent with previous applications and payments.
- C. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
- D. Waivers of Lien: With each Application for Payment, submit conditional waivers 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.
  1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- E. Final Payment Application: Submit final Application for Payment with releases and close out supporting documentation.

### 1.6 PROJECT MEETINGS

- A. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, but no later than seven days after execution of the Agreement.
- B. Progress Meetings: Conduct progress meetings at weekly intervals.

### 1.7 SUBMITTALS

- A. Subcontract list. Prepare written information that demonstrates capabilities and experience of firm or persons.

## SPECIFICATIONS

**Nia Apartments  
Interior Painting**

**Contract Number: HW2201131**  
Page 3 of 5

- B. 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 Accident Prevention Program (APP) to the Owner's representative prior to the initial scheduled construction meeting.
- C. Site specific safety plan shall include the company safety officer's COVID-19 plan that adheres to all federal, state and local requirements. It shall also include daily check in procedures and worker monitoring.

### 1.8 TEMPORARY FACILITIES

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Use of Owner's existing electric power service will be permitted.
- C. Two parking spaces and an additional lay down area shall be available to the contractor for storage containers and parking. Do not park in marked tenant spaces.

### 1.9 EXECUTION REQUIREMENTS

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

### 1.10 CUTTING AND PATCHING

- A. Quality Assurance
  - 1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
  - 2. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Performance
  - 1. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

## SPECIFICATIONS

**Nia Apartments  
Interior Painting**

**Contract Number: HW2201131**  
Page 4 of 5

- a. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

### 1.11 CLOSEOUT PROCEDURES

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  1. Prior to acceptance of the work clean project site, yard, and grounds, in areas disturbed by construction activities, including all interior and exterior areas, of rubbish, waste material, litter, and other foreign substances.
- B. Prior to final acceptance and final payment
  1. Submit a written warranty covering labor and materials for a period of two (2) years from final completion.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 01100

## SPECIFICATIONS

**Nia Apartments  
Interior Painting**

**Contract Number: HW2201131**  
Page 5 of 5

### SECTION 01524 - CONSTRUCTION WASTE MANAGEMENT

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.
- B. All materials removed are to be legally disposed of off-site.

##### 1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Conduct construction waste management activities in accordance with State of Washington RCW 39.04.13, and all other applicable laws and ordinances.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

END OF SECTION 01524

# Nia Apartents - Interior Paint Scope

HW2201131

Description					Color		QTY
4th & 3rd floor							
Elevator Lobby	340 sf				PT-12 Cronon		340
Laundry	664 sf				PT-12		664
Hall Lobby	340 sf				PT-12		340
Entry Alcove	48 sf	X 27	1296 sf	PT-15 Decorous Amber	PT-16 Clasic Gold		1,296
Door Trim & Jamb	8 sf	X 35	280 sf	PT-14 Suitable Brown			280
Base	500 sf	1000 lf		PT-14 Suitable Brown			1,000
Hallwalls & ceiling	7596 sf	From top of chair rail to Ceiling to top chair rail			PT-12		7,596
Lower hallwalls	3798 sf	From bottom chair rail to top of base			PT-13 RoyCroft Suede		3,798
2nd Floor							
Lobby fire place	684 sf				PT-12		684
Mail room	318 sf				PT-12		318
Activity room	1118 sf				PT-12		118
Laundry	300 sf	X 2	600 sf		PT-12		600
Bathrooms	334 sf	X 2	668 sf		PT-12		668
Hallwalls & Ceiling	8100 sf	From top of chair rail to Ceiling to top chair rail			PT-12		8,100
Lower Hall walls	2025 sf	From bottom chair rail to top of base			PT-13 RoyCroft Suede		2,025
Base	600 sf	1200 lf			PT-14		1,200
Entry Alcove	48 sf	X21	1008 sf	PT-17 Searching Blue			1,008
Door trim & Jamb	8 sf	X 35	280 sf	PT-14			280

This dose not include stair hallways, D-mark rooms, storage, Entry elevator lobby 1st & 2nd floor

There is wall repair needed through out from water damage, this is not included

Allow 100SF per floor, repairs.

300

Activity room, Manager requested chiar rail be added due to table damage to wall under video screen, this is not included

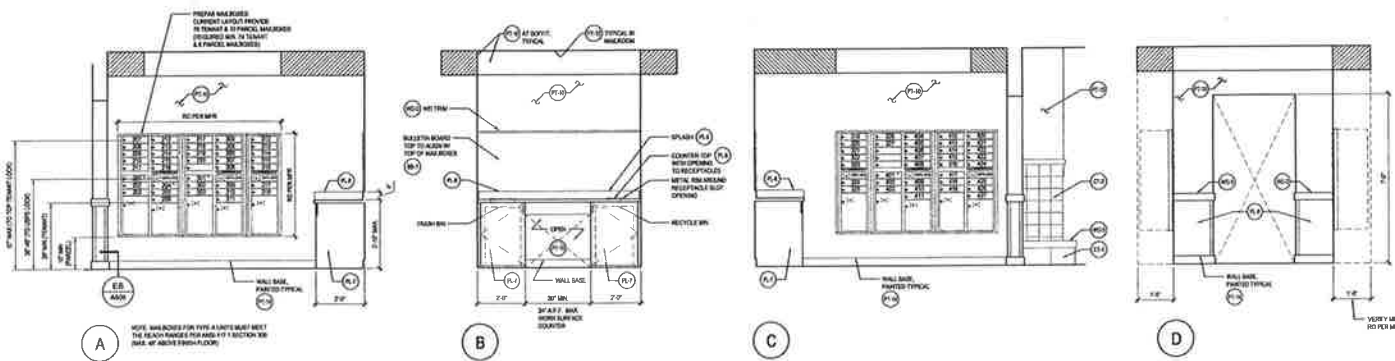
Add 15 SF chairrail

15

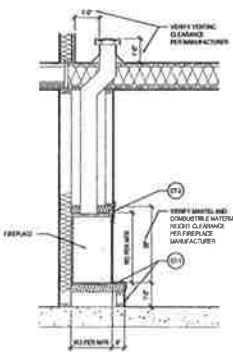
**Note: These quantities are an approximate estimate of the areas to be painted and are only to be used as a general understanding of the areas to be painted and color selections. The contractor is responsible to do their own field inspections and verify all quantities to be included in their bid. KCHA assumes no responsibility for accuracy of take offs above.**

# INTERIOR FINISH LEGEND - W12

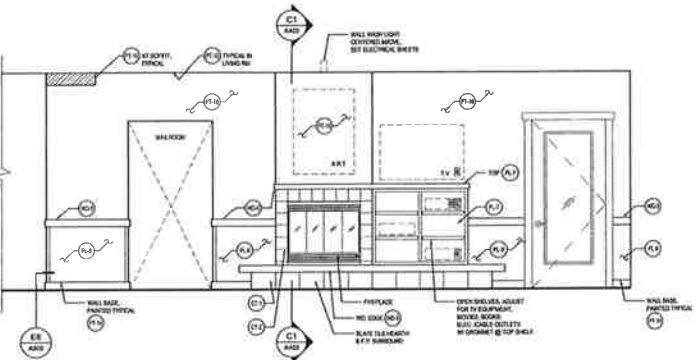
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08	PAINT	WALL
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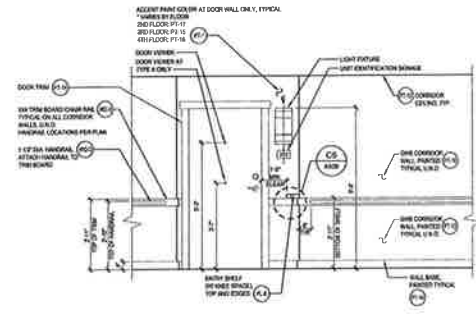
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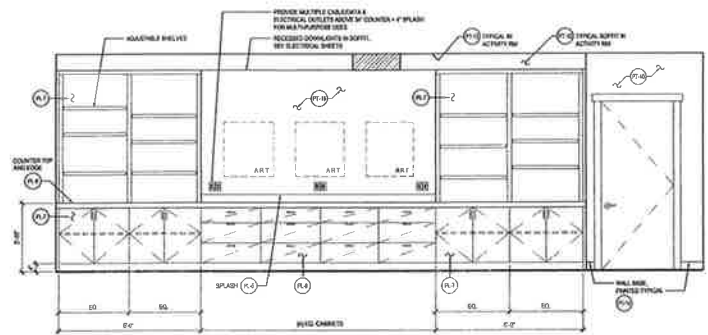
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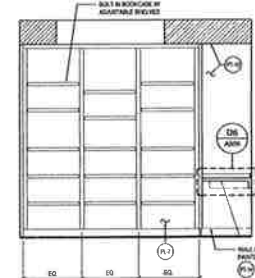
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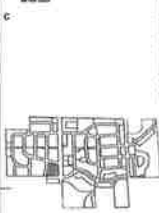
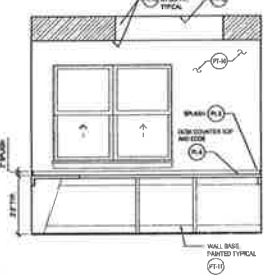
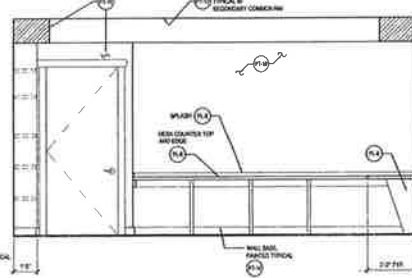
C5 TYPICAL UNIT ENTRY - BUILDING A



A1 224 ACTIVITY ROOM / MULTI-PURPOSE ROOM - BUILDING A



A3 230 SECONDARY COMMON ROOM (COMPUTER ROOM) - BUILDING A



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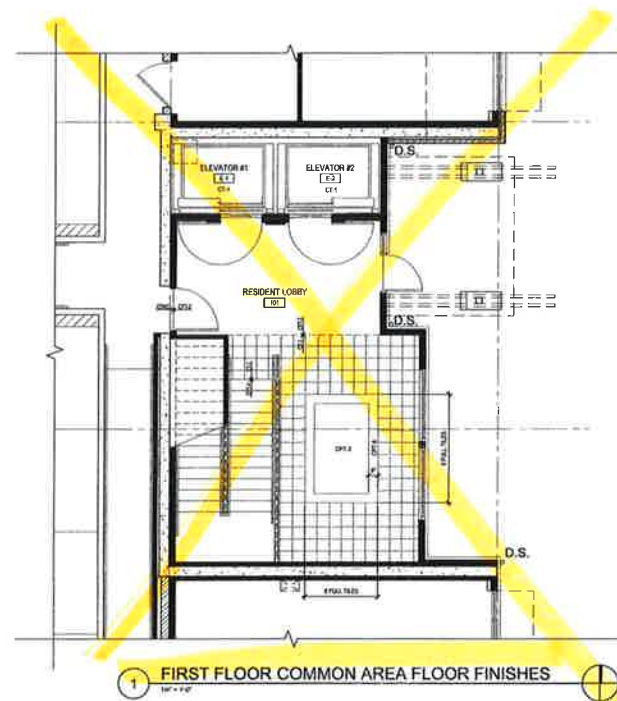
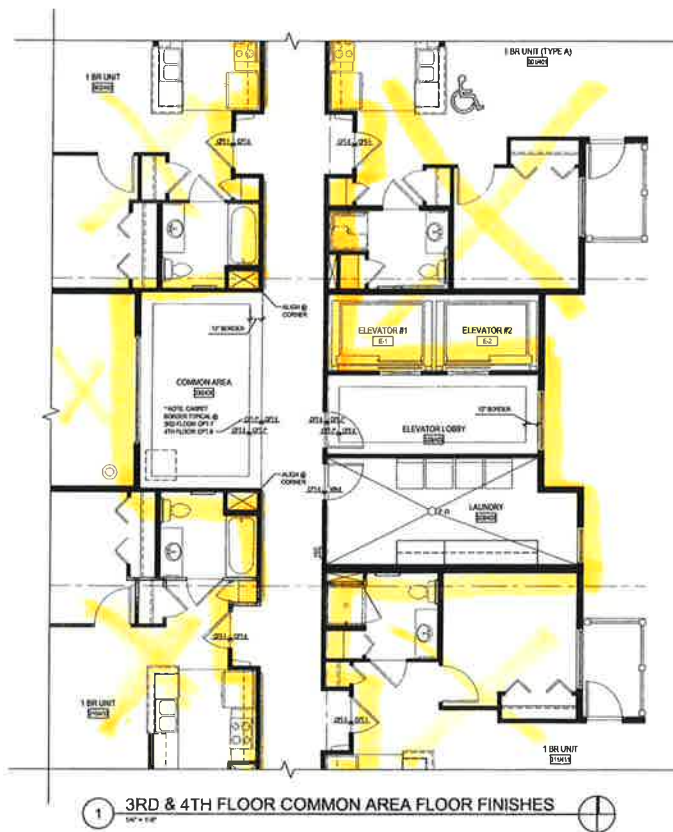
NO.	DATE	DESCRIPTION
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# FINISHES FLOOR PLAN NOTES - W12

1. SEE W12 FLOOR FINISHES  
2. SEE W12 FLOOR FINISHES  
3. SEE W12 FLOOR FINISHES

## INTERIOR FINISH LEGEND - W12

NO.	FINISH
01	CEILING BOARD
02	CEILING BOARD
03	CEILING BOARD
04	CEILING BOARD
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98	CEILING BOARD
99	CEILING BOARD
100	CEILING BOARD



GGLO  
1001 First Avenue  
Suite 201  
Seattle, WA 98101  
Tel: (206) 461-0000  
Fax: (206) 461-0007  
Email: ggl@gglo.com  
http://www.ggl.com



PROJECT  
GREENBRIDGE  
PHASE ONE  
BLOCK W12



PROJECT ADDRESS  
6800 8TH AVENUE SW  
SEATTLE, WA 98106

OWNER  
KING COUNTY HOUSING AUTHORITY  
60 ANDOVER PARK W  
SEATTLE, WASHINGTON  
98106



NO.	DATE	DESCRIPTION
1		REVISIONS

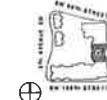
01/01	Rev 1
01/01	Construction Set
02/01	Construction Set
03/01	Construction Set
04/01	Construction Set
05/01	Construction Set
06/01	Construction Set
07/01	Construction Set
08/01	Construction Set
09/01	Construction Set
10/01	Construction Set
11/01	Construction Set
12/01	Construction Set

ISSUE INFORMATION  
FLOOR DATE: SEPT 13, 2008

PROJECT NO: 2003080.00  
DESIGNER: JWB  
CHECKER: JWB  
SCALE: 1/8" = 1'-0"  
SCALE: 1/8" = 1'-0"  
SCALE: 1/8" = 1'-0"

PROJECT TITLE  
BLDG 12A - 1ST, 3RD &  
4TH FLOOR COMMON  
AREA FLOOR FINISHES

DESIGN NO  
A404



# FINISHES FLOOR PLAN NOTES - W12

1. 00 NOT SCALE DRAWING.  
2. FINISHES INDICATED ARE TYPICAL FOR THIS ROOM TYPE.  
3. SEE FIRST FLOOR PLAN FOR COMMON FINISHES AND BUILDING DATA.

## INTERIOR FINISH LEGEND - W12

FINISH	TYPE
00	BLANK (NO FINISH)
01	CONCRETE
02	CONCRETE
03	CONCRETE
04	CONCRETE
05	CONCRETE
06	CONCRETE
07	CONCRETE
08	CONCRETE
09	CONCRETE
10	CONCRETE
11	CONCRETE
12	CONCRETE
13	CONCRETE
14	CONCRETE
15	CONCRETE
16	CONCRETE
17	CONCRETE
18	CONCRETE
19	CONCRETE
20	CONCRETE

**GOLD**  
101 First Avenue  
Suite 200  
Seattle, WA 98101  
Tel: (206) 447-0000  
Fax: (206) 447-0001  
Email: gold@gold.com  
http://www.gold.com

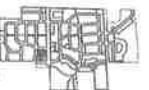
**Greenbridge**  
101 First Avenue  
Suite 200  
Seattle, WA 98101  
Tel: (206) 447-0000  
Fax: (206) 447-0001  
Email: greenbridge@greenbridge.com  
http://www.greenbridge.com

## PROJECT: GREENBRIDGE PHASE ONE BLOCK W12



PROJECT ADDRESS:  
800 2TH AVENUE SW  
SEATTLE, WA 98108

OWNER:  
KING COUNTY HOUSING AUTHORITY  
400 PLYMOUTH AVENUE N  
SEATTLE, WASHINGTON  
98108-1000



DATE	DESCRIPTION
09/12/2008	ISSUE INFORMATION

DATE	DESCRIPTION
09/12/2008	ISSUE INFORMATION

PROJECT NO: 2003080.00  
DESIGNED BY: GRS  
CHECKED BY: GRS  
DRAWN BY: GRS  
DATE: 09/12/2008

SHEET TITLE:  
BLDG 12A - 2ND FLOOR  
COMMON AREA  
FLOOR FINISHES

SHEET NO:  
**A405**



1 SECOND FLOOR COMMON AREA FLOOR FINISHES (THIRD & FOURTH FLOOR SIM.)



# FINISHES FLOOR PLAN NOTES -W12

1. SEE FINISHES SCHEDULE.
2. FINISHES INDICATED ARE TYPICAL FOR THAT ROOM LOAD.
3. SEE ARCH. SPEC. FOR FINISHES SCHEDULE FOR ALL FINISHES.

**GGLD**  
1301 Third Avenue  
Suite 301  
Seattle, WA 98101  
Tel: (206) 467-0000  
Fax: (206) 467-0007  
Email: ggl@ggl.com  
http://www.ggl.com



## PROJECT **GREENBRIDGE PHASE ONE BLOCK W12**



PROJECT ADDRESS  
800 8TH AVENUE SW  
SEATTLE, WA 98109

OWNER  
KING COUNTY HOUSING AUTHORITY  
800 ANDOVER PARK W  
SEATTLE, WASHINGTON  
98148-3200



NO.	FINISH
01	PAINTED SURFACES
02	CONCRETE
03	CEILING
04	CEILING TILE
05	PLASTIC LAMINATE
06	WALL
07	WALL PANEL
08	WALL CLAD. TILE
09	WALL CLAD. TILE
10	WALL CLAD. TILE

## 1 SECOND FLOOR COMMON AREA FLOOR FINISHES (THIRD & FOURTH FLOOR SIM.)

MARK	DATE	DESCRIPTION
1	07/20/08	ISSUE
2	07/20/08	ISSUE
3	07/20/08	ISSUE
4	07/20/08	ISSUE
5	07/20/08	ISSUE

MARK	DATE	DESCRIPTION
1	07/20/08	ISSUE
2	07/20/08	ISSUE
3	07/20/08	ISSUE
4	07/20/08	ISSUE
5	07/20/08	ISSUE

PROJECT NO. 2003080.00  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DESIGNED BY: [Name]  
DATE: 07/20/08  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1

BLDG 12A - 2ND FLOOR  
COMMON AREA  
FLOOR FINISHES  
SHEET NO. A406

# FINISHES FLOOR PLAN NOTES - W12

1. FINISHES TO BE SHOWN  
2. FINISHES TO BE SHOWN WITH FINISH LINE  
3. FINISHES TO BE SHOWN WITH FINISH LINE

GGLCO  
1301 First Avenue  
Suite 201  
Seattle, WA 98101  
Tel: (206) 467-0800  
Fax: (206) 467-0801  
Email: gglco@gglco.com  
http://www.gglco.com



PROJECT  
**GREENBRIDGE  
PHASE ONE  
BLOCK W12**



PROJECT ADDRESS  
8800 8TH AVENUE SW  
SEATTLE, WA 98106

OWNER  
KING COUNTY HOUSING AUTHORITY  
630 MADISON PARK W  
SEATTLE, WASHINGTON  
98106-0001



## INTERIOR FINISH LEGEND - W12

NO.	TYPE
01	WALLPAPER
02	CARPET
03	CARPET
04	CARPET
05	CARPET
06	CARPET
07	CARPET
08	CARPET
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100	CARPET

## 1 SECOND FLOOR COMMON AREA FLOOR FINISHES (THIRD & FOURTH FLOOR SIM.)

SHEET TITLE  
**BLDG 12A - 2ND FLOOR  
COMMON AREA  
FLOOR FINISHES**

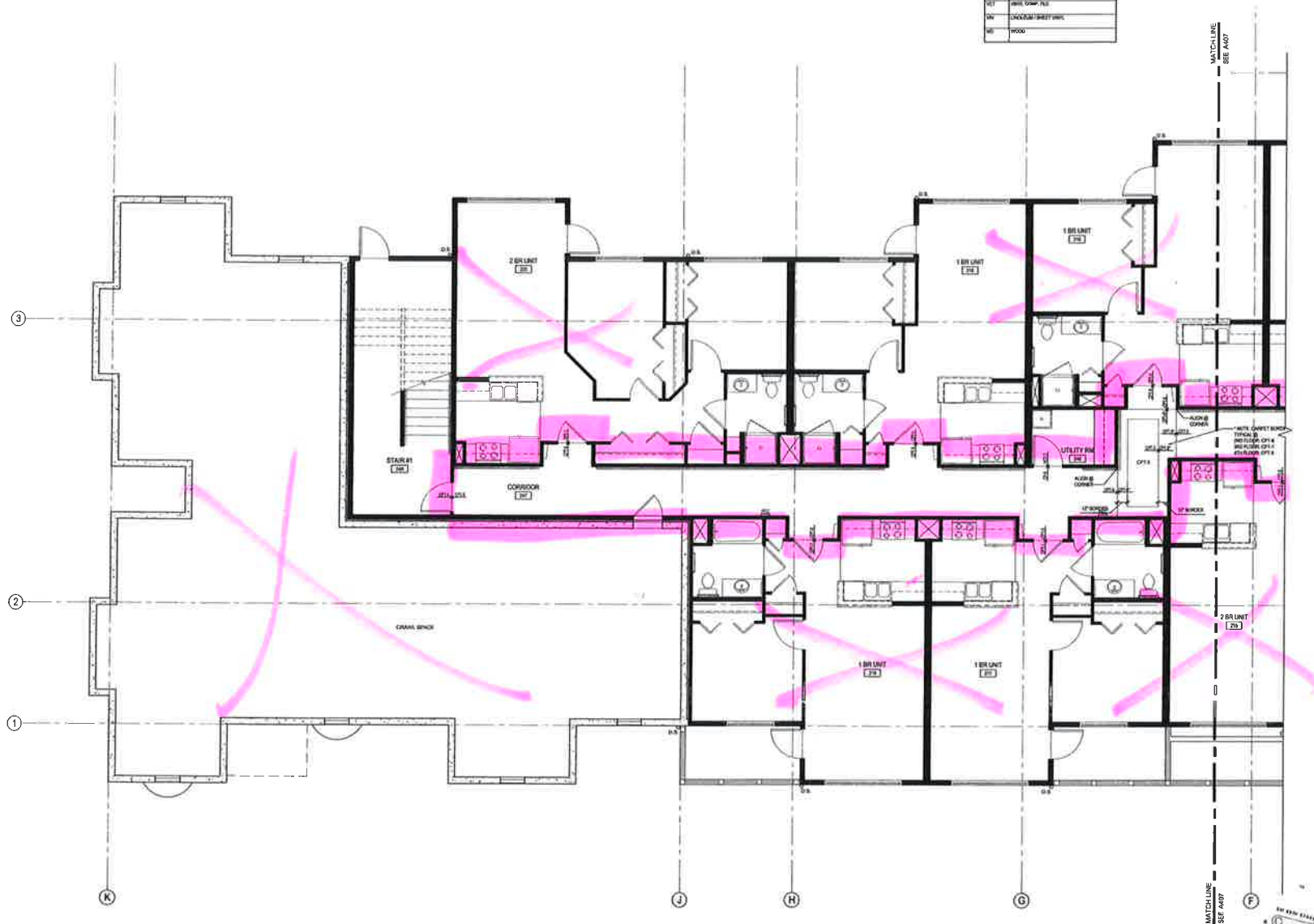
SHEET NO.

**A407**

OPTIONAL SCALE: 1/8" = 1'-0"

FINISH	TYPE
BR	BULLET BOARD
CON	CONCRETE
GR	GROUT
CE	CEMENT TILE
PL	PLASTER LUMBER
PT	PAINT
MP	MASONRY PANEL
GT	GROUT GROUT TILE
GW	GROUT GROUT TILE
WD	WOOD

FINISHES FLOOR PLAN NOTES - W12  
 1. SEE FINISH LEGEND - W12  
 2. FINISHES INDICATED ARE TYPICAL FOR THIS AREA & ARE  
 3. SEE FINISH LEGEND - W12 FOR FINISHES NOT SHOWN ON THIS PLAN



1 SECOND FLOOR COMMON AREA FLOOR FINISHES (SEE SHEET A409 FOR THIRD & FOURTH FLOOR)

GGLO  
 121 First Avenue  
 Suite 201  
 Seattle, WA 98101  
 Tel: (206) 467-0028  
 Fax: (206) 467-0927  
 Email: ggl@gglo.com  
 http://www.gglo.com



PROJECT  
 GREENBRIDGE  
 PHASE ONE  
 BLOCK W12



PROJECT ADDRESS  
 9900 8TH AVENUE SW  
 SEATTLE, WA 98106

OWNER  
 KING COUNTY HOUSING AUTHORITY  
 800 N. 34TH STREET  
 SEATTLE, WASHINGTON  
 98107-3200



MARK	DATE	DESCRIPTION
REVISIONS		

03/09	Rev 1
04/09	Construction Set
05/09	Construction Set
06/09	Permit Submission Set
07/09	Pre-Application Set
08/09	Construction Set

ISSUE INFORMATION  
 PROJECT NO. 2003080.00  
 SHEET NO. A408  
 DATE: 08/11/2003

SHEET TITLE  
 BLDG 12A - 2ND FLOOR  
 COMMON AREA  
 FLOOR FINISHES

SHEET NO.  
 A408



**FINISHES FLOOR PLAN NOTES -W12**

1. DO NOT SCALE DIMENSIONS.  
2. FINISHES INDICATED ARE TYPICAL FOR THIS ROOM CLASS.  
3. SEE SCHEDULE AND ARCHITECTURAL FINISHES WITHIN BUILDING-A LIMITED



**PROJECT:**  
**GREENBRIDGE  
PHASE ONE  
BLOCK W12**



PROJECT ADDRESS:  
8800 8TH AVENUE SW  
SEATTLE, WA 98106

KING COUNTY HOUSING AUTHORITY  
 600 ALEXANDER PARK WY  
 SEATTLE, WASHINGTON  
 98106-2000



MARK	DATE	DESCRIPTION

**REVISIONS**

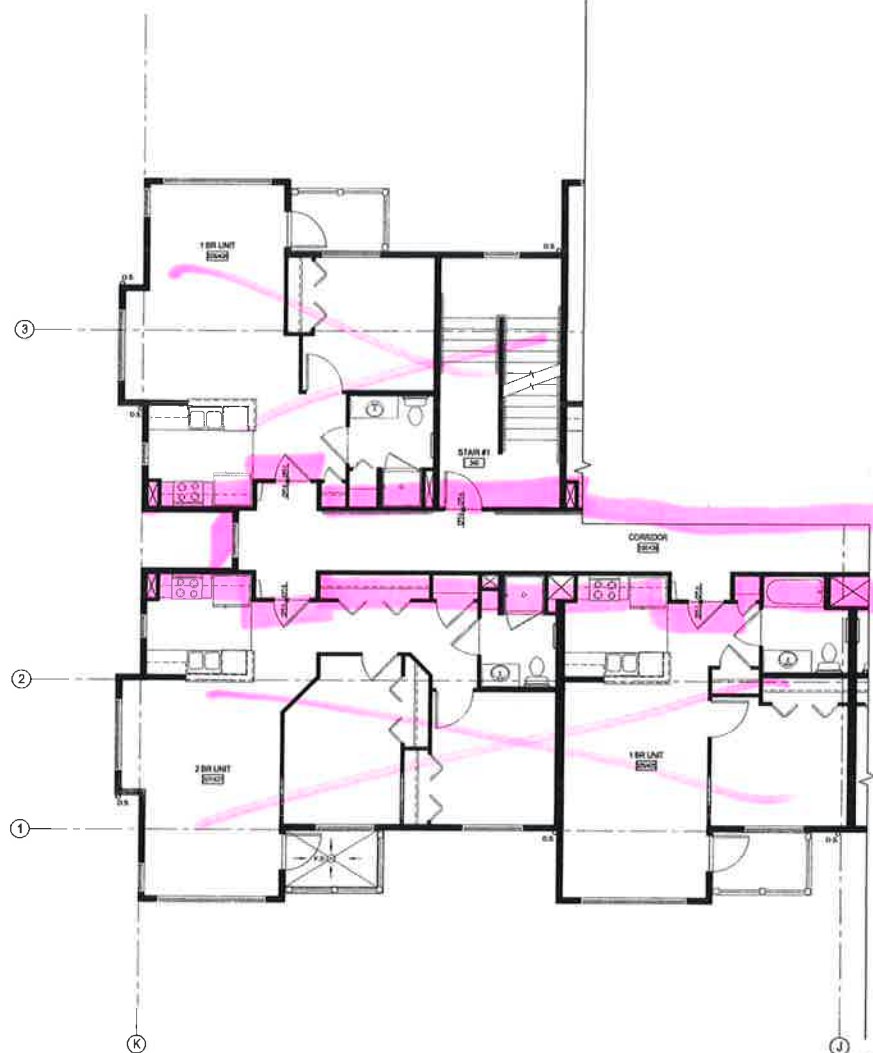
9/29/00	Ref Set
5/1/00	Construction Set
4/21/00	Coordination Set
9/9/04	Permit Submittal Set
8/2/04	Pre-Application Set
7/7/04	Coordination Set

MARK	DATE	DESCRIPTION
ISSUE INFORMATION		
PLOT DATE	SEPT 13, 2008	

PROJECT NO. 2003085  
DRAWN BY  
CHECKED BY  
C&C PRINCIPAL IN CHARGE CMB  
C&C PROJECT MANAGER JPP  
OWNER APPROVAL

**BLDG 12A - 3RD & 4TH FLR  
COMMON AREA  
FLOOR FINISHES**

SHEET NO  
**A409**



### 1 THIRD & FOURTH FLOOR COMMON AREA FLOOR FINISHES



# INSTRUCTIONS TO BIDDERS

## 1.0 BIDDER RESPONSIBILITY CRITERIA

- A. It is the intent of Owner to award a contract to a responsible bidder submitting the lowest responsive bid. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
  5. Have received training on the requirements related to public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW or be listed as exempt by the department of labor and industries on its website; and
  6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
  7. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection A, 6 of this section.

## 1.1 SUBCONTRACTOR RESPONSIBILITY

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;

# INSTRUCTIONS TO BIDDERS

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3);
  - 5. Have received training on the requirements related to public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW or be listed as exempt by the department of labor and industries on its website; and
  - 6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

## 1.2 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. RCW 39.04.350(2) specifically authorizes municipalities to adopt relevant supplement criteria for determining bidder responsibility applicable to a particular project which the bidder must meet.
- B. For the work in this project a responsible/qualified Bidder must meet the following standards:
  - 1. Have a current certificate of registration as a contractor, in compliance with chapter 18.27 RCW, for the last three years under the same business name;
  - 2. Have a good record of past performance that includes, but is not limited to, high quality work, ability to complete projects on time, contractor's integrity, compliance with public policy, financial, contractual and tax obligations, as well as Federal and State rules and regulations in performing construction contracts.
  - 3. Have a current Experience Modification Rate (EMR) of 1.0 or less, or an average EMR rate of 1.0 or less over the last three years. The requirement may, at the Owner's sole discretion, be waived on review of a written explanation that includes details of accidents, L&I records, a Loss Ratio Report for the last five years, costs, dates of events, and changes that have been made by the contractor to reduce accidents. A current company Safety Plan shall also be reviewed.
  - 4. Bidder shall provide evidence of previous successful completion of deck replacement projects of similar scope and complexity. Poor performance, lack of response, or failure to complete projects successfully within the contract time may be grounds for the rejection of bidder.
- C. Subcontractors shall have had three years minimum experience licensed in Washington State in the specific specialty contracting business.

## 1.3 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be submitted on the Bid Form furnished by the Owner.
- B. 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. **The bid form must be signed by an authorized agent of the bidder.**

# INSTRUCTIONS TO BIDDERS

- C. Bidders shall acknowledge receipt of all addenda to this solicitation by inserting the addenda numbers in the space provided on the Bid Form. Failure to do so may result in the bid being declared non-responsive.
  - 1. Bidder is responsible for checking KCHA's website for addenda prior to submitting bid.
- D. In order for a bid to be considered responsive, bidders must submit the following **signed** documents with their bid package:
  - 1. Bid Form
  - 2. Bidder's Information Form
- E. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

## 1.4 AMENDMENTS TO INVITATION TO BID

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B. Bidders shall acknowledge receipt of all addenda to this solicitation by inserting the addenda numbers in the space provided on the Bid Form. Failure to do so may result in the bid being declared non-responsive.
  - 1. Bidder is responsible for checking KCHA's website for addenda prior to the bid due date.
  - 2. Addenda will not be issued later than three (3) calendar days before the deadline for receipt of Bids except Addendum withdrawing the request for Bids or extending the deadline for receipt of Bids.

## 1.5 PRE-BID MEETING

- A. All potential bidders are strongly encouraged to attend. Oral statements may not be relied upon and will not be binding or legally effective.

## 1.6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Before submitting a bid, the Bidder shall carefully examine each component of the Contract Documents prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements.
- B. The Bidder shall obtain copies of all agencies and associations guidelines and standards cited in the Contract Documents and necessary to perform the Work, including full size reproductions of material provided by Owner, at their own expense.
- C. The Bidder shall make a thorough and reasonable examination of the project site, facility and conditions under which the Work is to be performed, including but not limited to: Building access; resident occupancy; fire lanes; landscaping; obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

# INSTRUCTIONS TO BIDDERS

## 1.7 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Owner seven (7) calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Questions shall be submitted to:

Darrell Westlake  
King County Housing Authority  
600 Andover Park W  
Seattle, WA 98188  
Email: [DarrellW@KCHA.org](mailto:DarrellW@KCHA.org)

## 1.8 PREVAILING WAGES

- A. Contractor shall pay no less than the Washington State Department of Labor and Industries (L&I) prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of L&I. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of L&I. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
1. L&I prevailing wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>
  2. The Owner has determined that the work meets the definition of residential construction.
  3. The prevailing wage rates publication date is determined by the bid due date.
  4. The work is to be performed in King County.
  5. A copy of the prevailing wage rates is available at KCHA.
  6. A copy of the prevailing wage rates may be mailed on request.

## 1.9 TAXES

- A. All taxes imposed by law shall be included in the bid amount. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.
- B. The retail sales tax does not apply to the gross contract price as indicated in WAC 458-20-17001.
- 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.

## 1.10 ASSURANCE OF COMPLETION

- 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.



# INSTRUCTIONS TO BIDDERS

1. On contracts of one hundred fifty thousand dollars (\$150,000.00) or less, the requirement for a Performance and Payment Bond may, at Contractors option, be waived in lieu of an additional 5% (total 10%) retainage.

## 1.11 BID ERROR

- A. In the event Bidder discovers an error in its bid, the Bidder may, under certain conditions and if before the date and time that bids are due, modify, their bid, as detailed below:

1. Prior to Date and Time Bids are Due:

- a. A Bidder may withdraw its bid at any time prior to the date and time bids are due upon written request.
- b. After withdrawing an original submitted bid, a Bidder may modify and resubmit its bid at any time prior to the date and time bids are due.

2. After the Date and Time Bids are Due:

- a. A bidder who submits an erroneous low bid may withdraw the bid. The bid withdrawal is permissible if there was an obvious error in the low bid, and the mistake is readily apparent from the bid itself.
- b. Notification: Provide to the Owner, within 24 hours of bid opening, written notification of the bidder's intent to withdraw the bid due to error.
- c. Documentation: Provide to the Owner within 48 hours of bid opening, documentation sufficient in content to justify bid withdrawal to the satisfaction of the Owner. Include description and evidence of the error.
- d. Approval: the Owner will approve or reject the request for withdrawal in writing.
- e. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

## 1.12 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. 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 the Owner.

## 1.13 BID EVALUATION

- A. Responsive Bids: A bid will be considered responsive if it meets the conditions of the solicitation, in addition to but not limited to the following requirements:

1. Bid is received not later than the time and date specified.
2. Bid is submitted in the proper format on the form(s) provided.
3. Bid includes the complete scope of work as defined in bid package.
4. Bid does not include any exclusions or qualifications.
5. Bid includes Unit and Lump Sum Costs as listed in Proposal Form.
6. Forms are complete and signed.

- B. After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item price as correct.

# INSTRUCTIONS TO BIDDERS

- C. Responsible Bidders: the Owner will award contracts only to responsible bidders who demonstrate the ability to successfully perform under the terms and conditions as set forth in the Contract Documents and have successfully completed projects similar in scope and complexity.
  - 1. Bidders must demonstrate relevant experience on similar types of projects and submit detailed information as required on the Bidder Information Form.
- D. The Owner reserves the right to contact references and investigate past performance and qualifications of the Bidder, subcontractor, and project team members, including contacting third parties and/or the references provided by the Bidder.
  - 1. The Owner may contact references for other projects including those the Bidder did not identify and/or provided references.
  - 2. References may be asked to rate the performance of and describe their experience with project team members and subcontractors. Bidder Information may be solicited and evaluated on the following subjects: type and features of work; overall quality of project performance and quality of work; experience and technical knowledge and competence of the Bidder and Project Team Members; ability, capacity and skill to perform the Work; ability to manage submittals, requests for information, prevailing wage filings, and other paperwork; compliance with laws, ordinances, and contract provisions; and other information as deemed necessary.
  - 3. Poor reference(s) may be justification to determine a Bidder is not responsible.
- E. At the Owner's request, provide any additional explanation or information, which would assist in evaluating the qualifications of the Bidder, subcontractors, project team members, and bid price.
- F. The Owner will verify information submitted and if the lowest bidder is determined to be “not responsible,” the Owner will issue, in writing, the specific reasons for this determination. The bidder may appeal this decision. The appeal must be in writing and shall be delivered to the Owner within two business days. The appeal may include additional information that was 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.

## 1.14 CONTRACT AWARD

- A. Bonding and Insurance: Contract award will be contingent on ability to secure payment/performance bonding, and Contractor’s ability to meet the Owner insurance requirements as detailed in the Bid Documents.
- B. Bonding, insurance certificates and endorsements, and an approved Statement of Intent to Pay Prevailing Wages shall be submitted to the Owner within 14 days of award. A Notice to Proceed shall be issued immediately after receipt.
- C. Right to Reject Bids/Waiver: The Owner reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.
- D. Retainage Funds: The Owner will not pay interest to the Contractor for accounts where retainage funds are maintained by the Owner. As part of the procurement by which the Contractor was selected for this work, the Contractor agrees to waive any other options and has made allowances for this waiver.

# GENERAL CONDITIONS

## PART 1 - GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. "Authority Having Jurisdiction (AHJ)": A federal, state, local, or other regional department, or an individual such as a fire official, labor department, health department, building official, or other individual having statutory authority.
- B. "Contract Documents" means the Instructions to Bidders, Specifications, Plans, General Conditions, Prevailing Wage Rates, Bid Form, Contract Form, other Special Forms, Drawings and Specifications, and all Addenda and modifications thereof.
- C. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- D. "Contract Time" is the number of consecutive Days allotted in the Contract Documents for achieving completion of the Work.
- E. "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.
- F. "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.
- G. "Day" means calendar day, unless otherwise specified.
- H. "Final Acceptance" means the acceptance by Owner that the Contractor has completed the requirements of the Contract Documents.
- I. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, including, but not limited to, unusually severe weather conditions which could not have been reasonably anticipated.
- J. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- K. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- L. "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.
- M. "Manager" means the person who is an authorized agent of the King County Housing Authority to administer the Contract.
- N. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- O. "Owner" means the King County Housing Authority or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- P. "Property Manager" means the property management company, its officers and employees.
- Q. "Provide": Furnish and install, complete and ready for the intended use.

# GENERAL CONDITIONS

- R. "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.
- S. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.
- T. "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.

## 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 Owner:
  - 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.

## PART 2 - INSURANCE AND BONDS

### 2.1 INSURANCE REQUIREMENTS FOR BUILDING TRADES CONTRACTORS

- A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

### 2.2 MINIMUM SCOPE OF INSURANCE

- A. Contractors shall maintain coverages no less than:
  - 1. Insurance Services Office Commercial General Liability coverage including Products/Completed Operations.
  - 2. Insurance Services Office covering Automobile Liability, code 1 (any auto).
  - 3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.

### 2.3 MINIMUM LIMITS OF INSURANCE

- A. Contractor shall maintain limits no less than:

# GENERAL CONDITIONS

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.  
Employer's Liability: \$1,000,000 per accident for bodily injury/sickness or disease.

## 2.4 DEDUCTIBLES AND SELF INSURED RETENTION

- A. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses. **NOTE: If this contract deals with hazardous materials or activities (i.e. lead based paint, asbestos, armed security guards) additional provisions covering those exposures must be included in order to protect the Owner's interests.**

## 2.5 OTHER INSURANCE PROVISIONS

- A. The policies are to contain, or be endorsed to contain, the following provisions:
  1. The Owner, the Property Manager, its officers, officials, employees, partners, agents and volunteers are to be covered as additional insureds under a "completed operations" type of additional insured endorsement with respect to general liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. The endorsement(s) effectuating the foregoing additional insured coverage shall be ISO form CG 20 10 11 85, or CG 20 10 10 01 issued concurrently with CG 20 37 10 01, or their equivalent as long as it provides additional insured coverage, without limitation, for completed operations; (ii) automobile liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor; (iii) any insurance written on a claims made basis, shall have a retroactive date that coincides with, or precede, the commencement of any work under this contract. Evidence of such coverage shall be maintained for a minimum of six (6) years beyond the expiration of the project.
  2. King County will not accept Certificates of Insurance Alone. Improperly Completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
  3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by the Owner, its officers, officials, agents, partners, employees, volunteers, or shall be excess of the Contractor's insurance and shall not contribute with it. King County Housing Authority's Insurance is Non-Contributory in Claims Settlement Funding.
  4. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either specific King County Housing Authority's; project of site name, contract number, lease number, permit number or construction approval number.
  5. 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 (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Owner.
  6. 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.

## 2.6 ACCEPTABILITY OF INSURERS

- A. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form. Contractors must provide written verification of their insurer's rating.

## 2.7 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

# GENERAL CONDITIONS

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.

## 2.8 SUBCONTRACTORS

- A. Subcontractors shall include the Contractor as additional insured under their policies. All coverage's for subcontractors shall be subject to all of the requirements stated herein. Contractor shall be responsible for the adequacy of required coverages for subcontractors, and compile related certificates of insurance and endorsements evidencing subcontractors' compliance.

## 2.9 PAYMENT AND PERFORMANCE BONDS

- A. Payment and performance bonds for 100% of the Contract Award Amount shall be furnished for the Work, using the Payment Bond and Performance Bond form AIA – form A312. Change order increases of cumulative 15% increments require revisions to the bond to match the new Contract Sum.
- B. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Owner may, in lieu of the bond, retain ten percent of the contract amount for a period of forty-five days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

## PART 3 - PERFORMANCE

### 3.1 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 6:00 P.M. Monday to Friday excluding public holidays.

### 3.2 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.

### 3.3 LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

- A. Minimum Wages.

# GENERAL CONDITIONS

1. All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
2. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - a. The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - b. The classification IS utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
3. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 Days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-Day period that additional time is necessary.
4. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 Days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-Day period that additional time is necessary.
5. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2.b. or 2.c. of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
6. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
7. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

# GENERAL CONDITIONS

## B. Withholding of funds.

1. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after Notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after Notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

## C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph C.1. of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee for the transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - a. That the payroll for the payroll period contains the information required to be maintained under paragraph C.1. of this clause and that such information is correct and complete;
  - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and



## GENERAL CONDITIONS

- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
  5. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
  6. The Contractor or subcontractor shall make the records required under subparagraph C.1 available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Owner, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after Notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- D. Apprentices.
1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 Days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for

# GENERAL CONDITIONS

apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- E. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- F. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- G. Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- H. Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts I, 3, and 5 are herein incorporated by reference in this contract.
- I. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Owner, HUD, the U.S. Department of Labor, or the employees or their representatives.
- J. Certification of eligibility.
  1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  2. No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
  3. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- K. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph J.1 of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph J.1 of this clause, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph J.1 of this clause.
  3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

# GENERAL CONDITIONS

withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

- L. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
- M. Contractors and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of HUD or its designee, and the Department of Labor. The contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 3.4 NON-FEDERAL PREVAILING WAGE RATES

- A. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor.
- B. Contractors and subcontractors shall file an Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Washington State Department of Labor & Industries claiming an exemption based on federal preemption. A statement shall be included in the Intent and Affidavit including the statement that the project is exempt from the payment of state prevailing wage rates based on The Housing Act of 1937 and 24 CFR 965.101, and stating that they will pay the workers properly in accordance with Davis-Bacon wage requirements. A similar statement must accompany the Affidavit.
- C. Pursuant to RCW 39.12.040, agencies may not make any payments to any contractor or subcontractor who has not submitted an Intent form that has been approved by the Industrial Statistician. Agencies may not release funds retained under RCW 60.28.011 until all contractors and all subcontractors have submitted Affidavit forms.
- D. 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.

## 3.5 SAFETY PRECAUTIONS

# GENERAL CONDITIONS

- 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.
  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. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
    - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
    - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
    - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
  2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
    - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
    - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
    - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
    - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

# GENERAL CONDITIONS

- D. 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.
- E. 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.
- F. 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.
- G. 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.

## 3.6 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.

## 3.7 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.

## 3.8 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.

## 3.9 UNFORESEEN PHYSICAL CONDITIONS

# GENERAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature 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 written notice to Owner promptly and in no event later than seven Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 5.

## 3.10 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.

## 3.11 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.

## 3.12 CORRECTION OF NONCONFORMING WORK

- A. Contractor shall promptly correct Work found by Owner 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, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

## 3.13 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.

## 3.14 SUBCONTRACTORS AND SUPPLIERS

# GENERAL CONDITIONS

- 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.

## 3.15 INDEMNIFICATION

- A. The Contractor hereby agrees to indemnify, defend, and hold harmless the Authority, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers (all foregoing singly and collectively (Indemnities")) from a 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 Contractor its successors, and assigns, employees, subcontractors or anyone acting on the contractor's behalf in connection with this Contract or its performance of this Contract.
- B. Provided, however, that the Contractor 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, suites, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employee, the indemnity provisions provided in the proceeding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees..
- C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance act, RCW Title 51. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.
- D. The Contractor 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 Owner as indemnity, and failure to do so shall constitute a material breach of this Contract by the Contractor.

## 3.16 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.

## 3.17 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

# GENERAL CONDITIONS

## 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.

## 3.18 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.
- 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 4 - PAYMENTS AND COMPLETION

### 4.1 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. 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.

### 4.2 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an Application for Payment for Work completed in accordance with the Contract Documents. Each application shall be supported by such substantiating data as Owner may require.
- B. Each invoice shall include the following statement: "I hereby certify that the items listed are proper charges for materials, merchandise or services provided to the King County Housing Authority, and that all goods and/or services have been provided; that prevailing wages have been paid in accordance with the approved statements of intent filed with the Department of Labor and Industries; and that sub-contractors and/or suppliers have been paid, less earned retainage, as their interest appears in the last payment received."
- C. Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Each Application for Payment shall be consistent with previous applications and payments.
- D. Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents including releases by Washington State Employment Security Department and Washington State Department of Revenue and Department of Labor & Industries.
- E. Waivers of Lien: With each Application for Payment, submit conditional waivers 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.



# GENERAL CONDITIONS

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

- a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

F. Final Payment Application: Submit final Application for Payment with releases and close out supporting documentation.

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

## 4.3 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. The Owner shall make a final inspection of the Work on receipt of (1) written notice from the Contractor that the Work is ready for final inspection and (2) a final Application for Payment. When the Owner finds the Work acceptable and fully performed under the Contract Documents, and the Contractor has delivered to the Owner all warranties, permits, and operations manuals, the Owner will issue a Notice of Final Completion.
- 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 PART 7 - .

## PART 5 - CHANGES

### 5.1 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 5.2 and 5.3.
- 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 written approval.
- C. The Contractor agrees that any change in the Contract Amount or Contract Time provided in a Change Order is full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension to which the Contractor may be entitled to in the Change Order, pursuant to the Contract between the Owner and Contractor.

### 5.2 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:
    - a. Craft labor costs for Contractors and Subcontractors.

# GENERAL CONDITIONS

- 1) Basic wages and benefits: Hourly rates and benefits according to applicable prevailing wages.
  - 2) Direct supervision shall not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
  - 3) Worker's Insurance. Direct contributions to the State for industrial insurance, medical aid, and supplemental pension by the class and rates established by L&I.
  - 4) Federal Insurance. Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
  - 5) Safety and small tools: 4% of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material Costs: Material costs and applicable sales tax shall be developed from actual known costs, supplier quotations or standard industry pricing guides and shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
- c. Equipment Costs: Itemization of the type of equipment and the estimated or actual length of time the equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for equipment and applicable sales tax only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Date Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed 50% of the applicable rate.
- d. Allowance for Overhead: This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time and any other cost incidental to the change in the Work. This allowance shall be strictly limited in all cases an amount not to exceed the following:
- 1) For Contractor, for any Work actually performed by Contractor's own forces, 16% of the cost.
  - 2) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the cost.
  - 3) For Contractor, for any Work performed by its Subcontractor(s), 6% of the amount due each Subcontractor.
  - 4) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 5% of the amount due the sub-Subcontractor.
- e. Allowance for Profit:
- 1) For Contractor or Subcontractor of any tier for work performed by their forces, 5% of the cost developed in accordance with subsections a, b & c above.
  - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 5% of the Subcontractor cost.
- f. Insurance or Premium: The costs of any change or additional premium of Contractor's liability insurance or bond premium arising directly from the changed Work. The costs of any change in insurance 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 or as subsequently modified.
  - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, bond premium, and insurance costs; and
  - b. Quantities must be supported by field measurement verified by Owner.

## 5.3 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.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, Contractor shall request for an equitable adjustment in the Contract Time in writing within 24-hours of the occurrence.

# GENERAL CONDITIONS

## PART 6 - CLAIMS AND DISPUTE RESOLUTION

### 6.1 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.

### 6.2 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 6.1C, 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.

### 6.3 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.

## PART 7 - TERMINATION OF THE WORK

### 7.1 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;

# GENERAL CONDITIONS

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 7.2B, 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 7.1A exist, then such termination shall be deemed a termination for convenience pursuant to 7.2.

## 7.2 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 8 - MISCELLANEOUS PROVISIONS

### 8.1 RECORDS KEEPING AND REPORTING

- A. The Contractor and all Subcontractors 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.

# GENERAL CONDITIONS

- B. The Contractor, and its Subcontractors, shall maintain these records for a period of six (6) years after the date of Final Acceptance.

## 8.2 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.

## 8.3 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.
- 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.

## 8.4 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.

## 8.5 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.

# BID FORM

## PROJECT NAME AND LOCATION:

**Interior Painting  
Nia Apartments**

**Contract Number: HW2201131**

## BID FORM

The undersigned, Legal Name of Bidder: \_\_\_\_\_

on this date: \_\_\_\_\_, 2022, having familiarized him/herself with the contract documents, site conditions, and has field verified all measurements contained in the project manual as prepared by the Owner, hereby proposes to furnish labor, materials and necessary equipment – all including, but not limited to, demolition, disposal, new installation and the required applicable taxes and fees to complete the work for the following bid amounts:

**BASE BID** \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Including sales tax indicated in Instructions to Bidders)  
(Including sales tax indicated in Instructions to Bidders)

**ADDENDA** \_\_\_\_\_  
Acknowledge receipt of any addenda by inserting the number(s) above

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. 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.

Bidder agrees that Work will be substantially complete and ready for final payment in accordance with the Contract Documents on or before the date, within the number of calendar days indicated.

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print Your Name

Submitted on \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
City

\_\_\_\_\_  
State

# BIDDER INFORMATION

## BIDDER INFORMATION

Name of Bidder (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Business Type: General Contractor ( ) Other ( ) (Please specify): \_\_\_\_\_

Bidder is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Incorporated in the state of \_\_\_\_\_

List business names & associated UBI # used by Bidder during the past 5 years if different than above:

\_\_\_\_\_

Bidder has been in business continuously from: \_\_\_\_\_  
*Month, Year*

Business License #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Current UBI #: \_\_\_\_\_ Dept. of L&I Worker's Comp. Acct. #: \_\_\_\_\_

Bidder has experience in work "Similar in Scope and Complexity" comparable to that required for this Project:

As a prime contractor for \_\_\_\_\_ years. As a subcontractor for \_\_\_\_\_ years.

OWNER(S) OF COMPANY (List <b>all</b> owners):	OWNER'S SOCIAL SECURITY NUMBER (only required if sole proprietorship):

No. of regular full-time employees other than owner(s): \_\_\_\_\_

Indicate clearly the kind of work your company will actually perform in this project:

\_\_\_\_\_

Approximate % of work your company will actually perform: \_\_\_\_\_

List the supervisory personnel to be employed by the Bidder and available for, and intended to, work on this project:

<u>Name</u>	<u>Title</u>	<u>How Long With Bidder</u>
_____	_____	_____
_____	_____	_____

# BIDDER INFORMATION

## SUBCONTRACTORS

Do you intend to use Subcontractor(s) in this project? Yes ☐ No ☐ (If yes, you must show the name of the subcontractors. Attach additional pages as necessary.)

Subcontractors Name	Subcontractor's UBI#	Phone Number	Trade	Years in Business
1.				
2.				
3.				
4.				
5.				

## BIDDER'S EXPERIENCE

Projects successfully supervised and completed by your company for work of similar scope and value as specified in bid documents in the last 5 years. Attach additional pages as necessary.

Name of Project	Completion Date	Duration (Months)	Nature of Work	Amount of Contract
1.				
2.				
3.				
4.				
5.				

Owner's Name (of project listed above)	Project Address	Contact Person	Phone Number
1.			
2.			
3.			
4.			
5.			

Has Bidder ever been found guilty of violating any State or Federal employment laws? ☐ No ☐ Yes

If yes, give details & attach additional pages as necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

☐ No ☐ Yes If yes, give details & attach additional pages as necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## BIDDER INFORMATION

Has any lien, claim and/or adverse legal action related to construction been rendered against Bidder in the past five years? (i.e., open claims, lawsuits, warrants, judgements including but not limited to those that would show on the L&I website) ☐ No ☐ Yes If yes, give details & attach additional pages as necessary: \_\_\_\_\_

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? ☐ No ☐ Yes  
If yes, please state:

<u>Date</u>	<u>Type of Injury</u>	<u>Agency Receiving Claim</u>
_____	_____	_____
_____	_____	_____

Bidders current Experience Modification Rate (EMR): \_\_\_\_\_

*(If Bidder is self-insured, attach proof of EMR stated, showing complete worksheet calculations)*

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

BY: \_\_\_\_\_ NAME: \_\_\_\_\_  
(signature) (print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

# CONTRACT FORM

This Contract is entered into by and between the King County Housing Authority, hereinafter referred to as the “Owner” whose principal office is located at 600 Andover Park West, Seattle, WA 98188 and [Name of Contractor], referred to as the “Contractor”, whose principal office is located at [Contractor’s Address].

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1.1 Contract Documents

- A. The provisions set forth in the Contract Documents are hereby incorporated into and made part of the Contract. Contractor acknowledges receipt and review of all Contract Documents applicable to performance of the work. The Contract shall consist of the following component parts:

1. This Instrument
2. Addenda
3. Specifications
4. Bid Form
5. Pre-Bid Agenda
6. General Conditions
7. Instructions to Bidders
8. Prevailing Wage Rates
9. Performance and Payment Bonds

1.2 Scope of Services to be Performed by the Contractor: The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete the work in accordance with the Contract Documents for:

Project: Emerson Apartments Dec Replacement

Contract No.: HW2200631

1.3 Compensation: The total amount of the Contract shall be [\$\$\$] dollars and [¢¢] cents (\$[\$\$\$.\$\$]) subject to additions and deductions provided therein.

1.4 Duration of Contract: The Contractor shall commence work after receipt of Notice to Proceed, follow the schedule specified in the contract documents, and all work must be completed within thirty (30) consecutive calendar days from the date of the Notice to Proceed unless sooner terminated pursuant to the General Conditions. Upon expiration of the original Contract term, the Contract, at the Owner’s sole discretion, may be extended for a period determined by the Owner.

1.5 Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. If Completion of the Work does not occur within the Contract Time, the Contractor agrees that Liquidated Damages in the amount of **\$250.00** per day will be assessed for each calendar day that the Contractor exceeds the time for completion.

The individuals signing this Contract warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this Contract and that upon such signing their respective organizations are bound thereby.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Contractor

Owner

\_\_\_\_\_  
President/Owner

\_\_\_\_\_  
Dan Watson  
Executive Director  
KING COUNTY HOUSING AUTHORITY

CERTIFICATE OF INSURANCE							DATE(MM/DD/YY)		
							Issue Date		
PRODUCER Vendor's Insurance Agent Street Address City, State, Zip Phone Number				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
				COMPANIES AFFORDING COVERAGE					
INSURED  Vendor Name Street Address City, State, Zip				COMPANY A	ABC Insurance Company				
				COMPANY B	DEF Insurance Company				
				COMPANY C	GHI Insurance Company				
				COMPANY D					
COVERAGES									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH REPSECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY		XXX123	01/01/00	01/01/01	GENERAL AGGREGATE		2,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG		1,000,000	
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY		1,000,000	
	<input type="checkbox"/>	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE		1,000,000	
	<input type="checkbox"/>					FIRE DAMAGE (Any one fire)		50,000	
	<input type="checkbox"/>					MED EXP (Any one person)		5,000	
	<input type="checkbox"/>								
B	AUTOMOBILE LIABILITY		XXX456	01/01/00	01/01/01	COMBINED SINGLE LIMIT		1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)			
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)			
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE			
	<input checked="" type="checkbox"/>	HIRED AUTOS							
	<input type="checkbox"/>	NON-OWNED AUTOS							
	<input type="checkbox"/>								
	GARAGE LIABILITY					AUTO ONLY-EA ACCIDENT			
	<input type="checkbox"/>	ANY AUTO				OTHER THAN AUTO ONLY:			
	<input type="checkbox"/>					EACH ACCIDENT			
	<input type="checkbox"/>					AGGREGATE			
	EXCESS LIABILITY					EACH OCCURRENCE			
	<input type="checkbox"/>	UMBRELLA FORM				AGGREGATE			
	<input type="checkbox"/>	OTHER THAN UMBRELLA FORM							
	<input type="checkbox"/>								
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY		XXX789	01/01/00	01/01/01	<input checked="" type="checkbox"/>	STATUTORY LIMITS		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/>				INCL	EACH ACCIDENT	1,000,000	
		<input type="checkbox"/>				EXCL	DISEASE-POLICY LIMIT	1,000,000	
		<input type="checkbox"/>					DISEASE-EACH EMPLOYEE	1,000,000	
	OTHER								
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS									
Security Properties Residential and King County Housing Authority are named as additional insureds with respect to above general liability and auto coverage. Re: Contract HW2200631 at Emerson Apartments 11010 NE 124th Ln, Kirkland, WA 98034.									
CERTIFICATE HOLDER				CANCELLATION					
Security Properties Residential King County Housing Authority 600 Andover Park West Seattle, WA 98188-3326				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
				AUTHORIZED REPRESENTATIVE					
				Signature of Insured's Agent					
ACORD 25-S (3/93)				ACORD CORPORATION 1993					

**PROVIDE**

**GENERAL LIABILITY**  
**ENDORSEMENT**

**and**

**AUTO LIABILITY**  
**ENDORSEMENT**



# MEMO

To: Wen Xu

Date: March 24, 2022

From: Darrell Westlake

Cc: Vincent Wu

Subject: Nia Interior Painting HW2201131

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\$50,000 has been budgeted in 2022 for Interior Painting of common areas at Nia Apartments. Work will include interior painting of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floor hallways, lobbies, laundries, activity room, bathrooms, mail room including base, walls ceilings, doors and trim.

The project is estimated to cost \$47,960 and will be funded from draw reserves and operations.

The project will be publically advertised, emailed to members of the MRSC Roster's painting category, listed on KCHA's website and directly solicited.

## Nia Apartents - Interior Paint Take-off

Description					Color		QTY
4th & 3rd floor							
Elevator Lobby		340 sf			PT-12 Cronon		340
Laundry		664 sf			PT-12		664
Hall Lobby		340 sf			PT-12		340
Entry Alcove		48 sf	X 27	1296 sf	PT-15 Decorous Amber	PT-16 Clasic Gold	1,296
Door Trim & Jamb		8 sf	X 35	280 sf	PT-14 Suitable Brown		280
Base		500 sf	1000 lf		PT-14 Suitable Brown		1,000
Hallwalls & ceiling		7596 sf	From top of chair rail to Ceiling to top chair rail			PT-12	7,596
Lower hallwalls		3798 sf	From bottom chair rail to top of base			PT-13 RoyCroft Suede	3,798
2nd Floor							
Lobby fire place		684 sf			PT-12		684
Mail room		318 sf			PT-12		318
Activity room		1118 sf			PT-12		118
Laundry		300 sf	X 2	600 sf	PT-12		600
Bathrooms		334 sf	X 2	668 sf	PT-12		668
Hallwalls & Ceiling		8100 sf	From top of chair rail to Ceiling to top chair rail			PT-12	8,100
Lower Hall walls		2025 sf	From bottom chair rail to top of base			PT-13 RoyCroft Suede	2,025
Base		600 sf	1200 lf		PT-14		1,200
Entry Alcove		48 sf	X21	1008 sf	PT-17 Searching Blue		1,008
Door trim & Jambs		8 sf	X 35	280 sf	PT-14		280

This dose not include stair hallways, D-mark rooms, storage, Entry elevator lobby 1st & 2nd floor

There is wall repair needed through out from water damage, this is not included

Allow 100SF per floor, repairs.

300

Activity room, Manager requested chiar rail be added due to table damage to wall under video screen, this is not included

Add 15 SF chairrail

15

30,630 SF

Rough Estimate	
400SF/Gal*2 coats	153
Avg cost/Gal	\$55
Est paint cost	\$8,423
Labor 4 hrs/gal	613
Painter Rate \$50/hr	\$30,630
Subtotal	\$39,053
O/P 15%	\$5,858
Subtotal	\$44,911
Sales tax on materials	\$851
Bond 3%	\$2,198
Est Project Total	\$47,960