



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

INVITATION FOR BID:
Mechanical & Electrical
At
Heron Run

Invitation for Bid Issued:	3/24/2022
Pre-Bid Meeting:	4/1/2022 at 11:00am
Bid Due:	4/7/2022 at 2:00pm

This Invitation for Bid includes the following documents:

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

Invitation for Bid: Mechanical Upgrades at Heron Run

Heron Run is located at 7021 NE 182nd St, Kenmore, WA 98028. Heron Run is a 46-unit, four-building apartment complex.

King County Housing Authority's (KCHA) Weatherization Department is soliciting bids from qualified firms to provide and install forty-six (46) through wall Energy Recovery Ventilators and forty-six (46) energy star rated bathroom fans with humidistat switches.

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

Work is to be performed in accordance with this Invitation and the

- General Conditions
- Technical Specifications
- Non-collusive Affidavit
- Equal Opportunity Clause
- Kenmore, Washington Construction Codes
- National Renewable Energy Labs (NREL) Standard Work Specifications (SWS) <https://sws.nrel.gov/>
- Standard Work Specifications Field Guide for Multifamily Homes, http://www.commerce.wa.gov/wp-content/uploads/2019/07/2019-Field-Guide_Retrofitting-Washington-MF-062519.pdf

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

- are appropriately licensed and/or bonded to do business in the State of Washington;
- have a state UBI number;
- have a Washington State Contractor's license for the last three (3) years under the same business name;
- Have required certifications and licensing for self-performance of electrical repairs or for subcontracting electrical repairs to a properly licensed electrical contractor. All electrical connections and repairs are to be performed by individuals who, working for a licensed electrical contractor, have received appropriate electrician certifications from the Washington State Department of Labor and Industries (L & I). Electrical repairs are to be conducted under the supervision of an electrical administrator as required by L & I.
- have firm insurance coverage, as do any subcontractors the firm employs or intends to employ, as described in General Conditions;
- are not debarred, suspended or otherwise ineligible to contract with KCHA;
- have a good record of past performance that includes, but is not limited to: high quality work, ability to complete projects on time, firm's integrity, and compliance with public policy, financial, contractual & tax obligations, as well as Federal and State rules and regulations in performing construction contracts;
- Have received training on public works projects in accordance with RCW.39.04.350 and RCW 39.06.020. Businesses with an active UBI number for 3 or more years and have performed work on 3 or more public works projects are exempt from this requirement.

Questions: Any questions or requests for further information or clarification must be directed to Jesse Bennett, Multifamily Weatherization Construction Coordinator, at (907)244-2694 or jesseb@kcha.org. Questions must be received at least three (3) business days prior to the bid opening date.

Pre-Bid Meeting: A Pre-Bid Meeting will take place at **Heron Run, 7021 NE 182nd St, Kenmore, WA 98028** on **4/1/2022 at 11:00 am**. **Attendance at the Pre-Bid meeting is strongly encouraged of all potential bidders.** Failure to attend the pre-bid meeting will not relieve the firm of any responsibility for information provided during the pre-bid meeting.

Submission Deadline: Bids must be received **no later than 4/7/2022 at 2:00pm**. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time.** Submissions will be publicly opened immediately following the submission deadline.

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

- Bidder's Information Sheet
- Form of Proposal
- Non-Collusive Affidavit
- Equal Opportunity Clause
- Certificate from manufacturer showing completion of training, if required.
- Copy of Business License
- Copy of Contractor License

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

Bids may be submitted via:

- Email with subject line "**Heron Run M&E Bid**" to jesseb@kcha.org
- USPS Certified mail, overnight delivery service (UPS, Fed Ex, etc.), or hand delivery in a sealed envelope marked "**Heron Run M&E Bid**" to **King County Housing Authority, Attn: Jesse Bennett, 700 Andover Park W, Ste. D, Tukwila, WA 98188.**
- Or fax with cover page indicating "**Heron Run M&E Bid**" to **(206) 315-6932.**

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

PART 1 - GENERAL CONDITIONS

1.1 DEFINITIONS

- A. "Contract Documents" means the Invitation for Bid, General Conditions, Technical Specifications, Non-Collusive Affidavit, Equal Opportunity Clause, Form of Proposal , Sample Contract Document, other Special Forms, Drawings and Specifications, and all Addenda and modifications thereof.
- B. "Contract Sum" is the total amount payable by King County Housing Authority to Contractor for performance of the Work in accordance with the Contract Documents.
- C. "Day" means calendar day, unless otherwise specified.
- D. "Contract Time" is the number of consecutive Days allotted in the Contract Documents for achieving completion of the Work.
- E. "Notice to Proceed" means a notice from King County Housing Authority to Contractor that defines the date on which the Contract Time begins to run.
- F. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.
- G. "Final Acceptance" means the acceptance by King County Housing Authority that the Contractor has completed the requirements of the Contract Documents.
- H. "Liquidated Damages" means the amount prescribed in the Contract Documents to be deducted from any payments due or to become due Contractor, for each day's delay in completion of the Work beyond the time allowed in the Contract Documents as stated in the Notice to Proceed, plus any extensions of such time.
- I. "Owner" means King County Housing Authority.
- J. "Property Manager" means the property management company, its officers and employees.
- K. "Contracting Officer" means the person delegated the authority by King County Housing Authority to enter into, and/or terminate this Contract. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer.
- L. "Manager" means the person who is an authorized agent of the King County Housing Authority to administer the Contract. Dan Auer is the person.
- M. "Contractor" means the person or other entity entering into the Contract with King County Housing Authority to perform all of the services or work required under the Contract.

- N. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a Subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime Contract or a subcontract.
- O. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

1.2 EXECUTION AND INTENT

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

1.3 INSURANCE AND BONDS

- A. The firm awarded the contract shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the firm, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the firm. By requiring the insurance specified in Exhibit G, KCHA makes no statement or representation that such coverages and limits

are independently adequate for the firm's business operations. The responding firm is encouraged to contact their insurance representative to establish such adequacy.

- B. Pollution Coverage: If the services involve lead-based paint or asbestos identification/remediation, the firm's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the firm's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

1.4 VERIFICATION OF COVERAGE

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

1.5 SUBCONTRACTORS

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

1.6 PAYMENT AND PERFORMANCE BONDS

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

PART 2 - PERFORMANCE

2.1 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, and shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- B. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Owner may, by Notice, request Contractor

to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

- C. The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12% of the total amount of work to be performed under the contract.
- D. Work Hours: The Contractor's allowable hours of operation shall be limited to those hours between 8:00 A.M. and 5:00 P.M. Monday to Friday excluding public holidays, unless an alternate schedule is agreed upon by King County Housing Authority.

2.2 PERMITS, FEES, AND NOTICES

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

2.3 PREVAILING WAGES

- A. Statutes of the State of Washington RCW 39.12 as amended shall apply to this contract. Requirements, in brief, are stated below:
 - 1. There shall be paid each laborer or mechanic of the Contractor or sub-Contractor engaged in work on the project under this contract in the trade or occupation listed in the schedule of Wage Rates, as determined by the Department of Labor and Industries, not less than the hourly wage rate listed therein, regardless of any contractual relationship which may be alleged to exist between the Contractor and any sub-contractor and such laborers and mechanics.
 - 2. The "prevailing rate or wage" include health and welfare fund contributions and other fringe benefits. Prevailing wages shall be paid based on the residential wage rates in effect as of March 2018 as determined by the Department of Labor and Industries (L&I).
- B. Before commencing the Work, Contractor shall file a statement of "Intent to Pay Prevailing Wages."
- C. After completion of the Work, Contractor shall file an "Affidavit of Wages Paid."
- D. During the course of the project the Contractor will be required to provide certified payroll reports to the Department of Labor and Industries.

2.4 EQUAL EMPLOYMENT OPPORTUNITY

- A. During performance of the Work:

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

2.5 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
 1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.

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

- F. No duty of safety by Owner: Nothing provided in this section shall be construed as imposing any duty upon Owner with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

2.6 INDEPENDENT CONTRACTOR

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

2.7 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

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

2.8 PRIOR NOTICE OF EXCAVATION

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

2.9 UNFORESEEN PHYSICAL CONDITIONS

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

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

- A. Contractor shall protect from damage all existing conditions, including soils, structures, equipment, improvements, utilities, and vegetation at or near the Project site; and on

adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents, any defects of equipment, material, workmanship or design furnished by the Contractor, or failure by Contractor or subcontractor at any tier to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

- B. New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the Specifications.

2.11 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- B. Substitutions shall be considered where qualities and attributes including, but not limited to, cost, performance, weight, size, durability, visual effect, and specific features and requirements indicated are deemed equal or better by the Owner at the Owner's sole discretion. All requests for substitutions shall be made in writing to Owner and shall not be deemed to be approved unless approved in writing by Owner.

2.12 CORRECTION OF NONCONFORMING WORK

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

2.13 CLEAN UP

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

2.14 SUBCONTRACTORS AND SUPPLIERS

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

2.15 INDEMNIFICATION

- A. The firm hereby agrees to indemnify, defend, and hold harmless the Authority (KCHA), and their successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively ("Indemnities")), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting on the firm's behalf in connection with this Contract or its performance of this Contract. PROVIDED, however, that the firm will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the firm or the firm's agent or employee, the indemnity provisions

provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the firm's negligence or the negligence of its agents, employees. FURTHERMORE, the firm acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the firm's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties. The firm hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming the King County Housing Authority (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the firm.

2.16 PROHIBITION AGAINST LIENS

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

2.17 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

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

2.18 WAIVER AND SEVERABILITY

- A. The failure or delay of either party to insist on performance of any provision of the Contract, or to exercise any right or remedy available under the Contract, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Waiver or breach of any provision of the Contract shall not be construed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract, unless the Contract is modified pursuant to the Clause entitled "Contract Modifications" herein.
- B. If any provision of the Contract is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

PART 3 - PAYMENTS AND COMPLETION

3.1 CONTRACT SUM

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

3.2 APPLICATION FOR PAYMENT

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

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

Interim or final payment may be withheld due to:

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

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

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

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

3.3 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

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

PART 4 - CHANGES

4.1 CHANGE IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in 0 and 4.3.

- B. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval.

4.2 CHANGE IN THE CONTRACT SUM

- A. Change Order Pricing - Fixed Price: When the fixed price or time and materials method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets with documentation in a form approved by Owner.
2. Any request for adjustment of Contract Sum shall include only the following items:
3. Labor calculated at the prevailing wage for the relevant job classification marked up by no more than 35% to cover the costs of payroll taxes, Workman's Compensation Insurance, etc.
4. Actual costs for materials marked up by no more than 25% to cover the costs of use taxes, warehousing, transportation, etc.
5. Profit and Overhead at no more than 14%
 - a. Insurance or Bond Premium: The costs of any change or additional premium of Contractor's liability insurance and public works bond arising directly from the changed Work. The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated.

- B. Change Order Pricing - Unit Prices

1. Work on a unit-price basis as stated in the Specifications and at the price submitted in the Bid Form.
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement verified by Owner.

4.3 CHANGE IN THE CONTRACT TIME

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

PART 5 - CLAIMS AND DISPUTE RESOLUTION

5.1 CLAIMS PROCEDURE

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

5.2 ARBITRATION

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

5.3 CLAIMS AUDITS

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

1. In support of Owner audit of any Claim, Contractor shall promptly make available to Owner all records relating to the Work.

PART 6 - TERMINATION OF THE WORK

6.1 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon a written Notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors, suppliers, or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
 1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 6.2B, and shall not be entitled to receive further payment until the Work is accepted.

- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. Contractor shall also be liable for liquidated damages until such reasonable time as may be required for Completion. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in 6.1A exist, then such termination shall be deemed a termination for convenience pursuant to 0.

6.2 TERMINATION BY OWNER FOR CONVENIENCE

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

PART 7 - MISCELLANEOUS PROVISIONS

7.1 RECORDS KEEPING AND REPORTING

- A. The Contractor shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by the Owner to ensure proper accounting for all funds contributed by the Owner to the performance of this Contract and compliance with this Contract.
- B. The Owner shall maintain these records for a period of six (6) years after termination or the contract.
- C. Each contractor, subcontractor, or employer shall keep accurate payroll records for three years from the date of acceptance of the public works project by the contract awarding agency, showing the employee's full name, address, social security number, trade or

occupation, classification, straight and overtime rates, hourly rate of usual benefits, and hours worked each day and week, including any employee authorizations executed pursuant to RCW 49.28.065, and the actual gross wages, itemized deductions, withholdings, and net wages paid, for each laborer, worker, and mechanic employed by the

contractor for work performed on a public works project. (2) A contractor, subcontractor, or employer shall file a copy of its certified payroll records using the department of labor and p. 7 ESSB 5035.PL

industries' online system at least once per month. If the department of labor and industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the department of labor and industries in a format approved by the department of labor and industries at least once per month.⁶

(3) A contractor, subcontractor, or employer's noncompliance with 8 this section constitutes a violation of RCW 39.12.050.

7.2 AUDITS AND INSPECTIONS

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

7.3 ORGANIZATION CONFLICTS OF INTEREST

- A. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and the Contractor's organizational, financial, contractual or other interests are such that:
 - 1. Award of the Contract may result in an unfair competitive advantage; or
 - 2. The Contractor's objectivity in performing the Contract work may be impaired.
- B. The Contractor agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Owner may, however, terminate the Contract if it deems the action to be in the best interest of the Owner.
- C. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the Owner may terminate the Contract for default.
- D. The provisions of this Clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

7.4 INTERESTS OF MEMBERS OF CONGRESS

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

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

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

BIDDER'S INFORMATION SHEET

BASIC INFORMATION

Name of Firm (Company) _____

Business Address _____

Business Phone Number _____ Cell Phone Number _____

Email Address _____

Federal Tax ID Number _____

State UBI Number _____

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

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

Women or Minority Owned Firm? Yes No

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

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

Contact Person _____ Contact Number _____

LICENSES (Please attach copies)

Business License No. _____ Type of Business License _____

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

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

Washington State Contractor's License Number _____ Expiration Date _____

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

EMPLOYEES

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

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

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

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

SUBCONTRACTORS

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

Name of Subcontractor _____ % of work _____

Name of Subcontractor _____ % of work _____

Name of Subcontractor _____ % of work _____

BIDDER'S EXPERIENCE

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

1. Name of Project _____ Completion Date _____

Duration _____ Amount of Contract _____

Owner's Name _____ Project Address _____

Contact Person _____ Phone Number _____

2. Name of Project _____ Completion Date _____

Duration _____ Amount of Contract _____

Owner's Name _____ Project Address _____

Contact Person _____ Phone Number _____

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

INSURANCE

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

Liability & Property Damage Insurance Co. _____

Amt. \$ _____ Policy No. _____ Expiration Date _____

Agent _____ Phone No. _____

Address _____

Automobile Insurance Co. _____

Amt. \$ _____ Policy No. _____ Expiration Date _____

Agent _____ Phone No. _____

Address _____

REFERENCES

Bank Reference(s):

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Supplier Reference(s):

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

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

Name of Bonding Co. _____

Agent _____ Phone No. _____

Address _____

BIDDER'S HISTORY

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

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

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

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

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

CERTIFICATION

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

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

Signature of Legal Authority _____

Title _____ Date _____, 2019

Technical Specifications

1. WORK SCOPE SUMMARY

- A. Install forty-six (46), through wall ERV's in living rooms.
- B. Replace forty-six (46) bathroom fans with new energy star rated bathroom fans with brushless DC motors and a multi-speed plug and play module.
- C. Replace forty-six (46) bath fan controls with humidistat switches with integrated automatic run programming and replace the light switches and face plates to match.

2. GENERAL REQUIREMENTS

- A. Schedule** – The full scope of the work shall be performed and completed on a building-by-building, unit-by-unit basis to minimize the number of times that entry into individual units is required. All work needs to be coordinated with the property management team for proper notification to the residents. A project schedule must be developed prior to the start of construction and weekly meetings will be held to monitor progress against the schedule.
- B. Invoices** – The firm will be required to invoice for work on a building by building basis rather than requesting payment based on a schedule of values.
- C. Instruction** – The Firm shall arrange for the manufacturer to instruct maintenance staff in proper operation and maintenance of the ERV's, demonstrate filter replacement/cleaning and demonstrate the operation of ERV controls and indicator lights. The Firm shall provide the Weatherization Department with the manufacturer's owner's manual.
- D. Electrical** – All electrical connections and repairs are to be performed by individuals who, working for a licensed electrical contractor, have received appropriate electrician certifications from the Washington State Department of Labor and Industries (L&I). Electrical repairs are to be conducted under the supervision of an electrical administrator. L&I provides both electrician and administrator certifications for various levels of electrical work. The Firm is responsible for obtaining required certifications and licensing for self-performance of electrical repairs or for subcontracting electrical repairs to a properly licensed electrical contractor.
- E. Code Compliance** – The Firm shall pursue compliance with federal, state, and local building and environmental codes for the installation of this product. Follow manufacturer's installation instructions and specifications. The following specifications are not intended to replace manufacturer's specifications.
- F. Permits** – The Firm shall be responsible for all permits required by State and local ordinances for the installation of the heat pump system and mechanical work. The Firm shall provide the building owner and KCHA with copies of all permits related to the work.

3. NEW EQUIPMENT REQUIREMENTS

- A. Through Wall ERV:** Minimum characteristics: Able to move up 59 cfm at under 1 Sone and up to 96% Heat Recovery Efficiency, uses low energy EC Fans and has MERV8 air intake filter and a MERV14 supply air filter. Acceptable quality level: VentsUS Freshbox 100 WiFi ERV or approved equal.

Technical Specifications

B. Energy Star Rated Bathroom Exhaust Fan with plug and play module:

Customizable ceiling mount ventilating fan, low sone and rated for continuous operation. ENERGY STAR® rated and certified by the Home Ventilating Institute (HVI). Evaluated by the Underwriters Laboratories and conforms to both UL and cUL standards. Acceptable quality level: Panasonic FV-0511VKS2 or approved equal.

C. Bath Fan Humidistat Switch: 120V, 60Hz humidistat switch with integrated adjustable automatic run programming. Acceptable quality level: Whisper Control FV-WCCS1-W, Whisper Control FV-WCCS1-A or approved equal.

4. INSTALLATION REQUIREMENTS

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

B. Energy Star Rated Bathroom Exhaust Fan: Install according to manufactures recommendations and in accordance with codes by the authority having jurisdiction. Connect to existing ductwork to meet SWS specifications. This will be finished work when complete, patching, painting or repairing of any surface worked on will need to be completed in order to pass the KCHA inspection.

C. Bath Fan Humidistat Switch: Install according to manufactures recommendations and in accordance with codes by the authority having jurisdiction, a switch leg may need to be added to make the fan function correctly with the Panasonic bathroom fans so that they will function in continuous run mode with boost for humidity or manual control. Face plates and light switches to match color with humidistat switch.

5. EXISTING EQUIPMENT

A. All dwelling units are currently heated electrically with baseboard, cove or in-wall heaters. Power for ERVs will determine placement and ARC Fault breaker will need to be installed on the circuit powering the ERV. Existing bathroom fans and controls will be identified during the walk.

6. WORK PRACTICES

A. Heron Run was built in 2001, and is assumed to not have any lead base paint.

B. The work is occurring in occupied residential units. The Firm shall coordinate all work with the property management team and in compliance with Washington State law for entry to an apartment. Employees of the firm working in occupied units are expected to be respectful and to minimize disturbance to the resident.

C. The Firm shall notify KCHA of each building completion and arrange for an inspection of all completed work and be present during the inspection. All work shall be subject to review and approval. KCHA shall inform the Firm where it finds work to be unsatisfactory. The Firm shall correct unsatisfactory work within ten business days, and shall notify KCHA for a follow-up inspection.

Technical Specifications

- D. Damaged siding is the responsibility of the contractor to replace and it shall be replaced with matching siding.
- E. Ceiling and wall patches: patch the ceilings, walls and any other areas where sheetrock repair is necessary as part of this installation. Restore surfaces to pre-construction condition and match adjoining texture or finish in a manner that will eliminate evidence of patching and refinishing.

7. DAMAGES

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

FORM OF PROPOSAL

**Mechanical & Electrical
Heron Run**

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

BASE BID.....Materials (\$ _____)
.....Labor, Overhead, Profit (\$ _____)
SALES TAX ____% (on Labor, Overhead, Profit only) (\$ _____)
TOTAL BASE BID..... (\$ _____)

UNIT PRICES (Materials, labor, tax, overhead and profit to install one)
..... Through Wall ERV and Vent Hood (\$ _____)
.....Energy Star Rated Bathroom Fan (\$ _____)
.....Humidistat Fan Controller (\$ _____)

EQUIPMENT

Provide the manufacturer and model: Through Wall ERV and Vent Hood

Provide the manufacturer and model: Energy Star Rated Bathroom Fan

Provide the manufacturer and model: Humidistat Fan Controller

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

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

Submitted on the _____ day of _____ 2022

Signature of Bidder Printed Name of Bidder

Name of Firm _____

INSURANCE REQUIREMENTS FOR WEATHERIZATION CONTRACTS

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

Minimum Scope of Insurance:

Shall be at least as broad as:

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

Minimum Coverage:

Shall be at least as broad as:

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

Deductibles and Self-Insured Retentions:

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

Other Insurance Provisions:

1. The CGL Automobile, and Contractor's Pollution Liability policies shall contain, or be endorsed to contain, a provision naming the state of Washington, Authority (KCHA), and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the firm.
2. The firm's insurance coverage shall be primary insurance as respects the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by the Authority (KCHA), its officers, officials, employees, agents, partners, or volunteers shall be excess of the firm's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after **thirty (30) days** [Ten days (10) for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Firms must provide written verification of their insurer's rating.
6. **Verification of Coverage:** The firm shall furnish the Authority (KCHA) with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority (KCHA) before firm commences delivery or products or services. The Authority

(KCHA) reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

- 7. Subcontractors:** Any subcontractor shall include the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The firm shall be responsible for subcontractors complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 8. Pollution Coverage:** If the services involve lead-based paint or asbestos identification/remediation, the firm's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the firm's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

INDEMNIFICATION

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

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

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

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



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

EQUAL OPPORTUNITY CLAUSE

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

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

By: _____

Title: _____

Date: _____



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

FORM OF NON-COLLUSIVE AFFIDAVIT

(FOR CONTRACTS & EQUIPMENT \$50,000 AND ABOVE)

STATE OF WASHINGTON)

)

COUNTY OF KING)

)

_____, being first duly sworn, deposes and says:

That he/she is a Partner or Officer of the Firm of, etc. _____ the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against KING COUNTY HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF:

Bidder, if the Bidder is an Individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 20 _____

My Commission Expires _____, 20 _____

CONTRACT
for
Mechanical & Electrical at Heron Run,
7021 NE 182nd St, Kenmore WA 98028

THIS CONTRACT is made and entered into this Xth day of Month X, 2022, by and between X, a Washington Limited Liability Corporation, hereinafter called the "Firm," and the King County Housing Authority, a public body corporate and politic created pursuant to the Housing Authorities Law of the State of Washington, herein after called "KCHA."

ARTICLE 1. Contract Documents

The Contract shall consist of the following parts:

- This Instrument
- Exhibit D: Form of Proposal
- Exhibit G: Insurance Requirements

ARTICLE 2. Contract Definitions

- A. "Firm" means X
- B. "Manager" means the person who is an authorized agent of KCHA to administer the Contract. The Manager for this Project is Jesse Bennett.
- C. "Owner" means King County Housing Authority
- D. "Property Manager" is an employee of King County Housing Authority responsible for onsite management of the property. The Property Manager for Heron Run is Regina Williams.

ARTICLE 3. Duration of Contract

No work shall be commenced by the Firm or materials delivered until the Contract Documents have been signed by the Firm and KCHA. No work shall be commenced by the Firm until KCHA has given the Firm a written notice to proceed. All work must be completed and invoiced by Month x Day x, 2022. Upon expiration of the original Contract term, the Contract, at KCHA's sole discretion, may be extended for a period determined by KCHA.

ARTICLE 4. Scope of Work and Specifications

1. WORK SCOPE SUMMARY

- A. Install forty-six (46), through wall ERV's in living rooms.
- B. Replace forty-six (46) bathroom fans with new energy star rated bathroom fans with brushless DC motors and a multi-speed plug and play module.
- C. Replace forty-six (46) bath fan controls with humidistat switches with integrated automatic run programming and replace the light switches and face plates to match.

2. GENERAL REQUIREMENTS

- A. Schedule – The full scope of the work shall be performed and completed on a building-by-building, unit-by-unit basis to minimize the number of times that entry into individual units is required. All work needs to be coordinated with the property management team for proper notification to the residents. A project schedule must be developed prior to the start of construction and weekly meetings will be held to monitor progress against the schedule.
- B. Invoices – The firm will be required to invoice for work on a building by building basis rather than requesting payment based on a schedule of values.
- C. Instruction – The Firm shall arrange for the manufacturer to instruct maintenance staff in proper operation and maintenance of the ERV's, demonstrate filter replacement/cleaning and

demonstrate the operation of ERV controls and indicator lights. The Firm shall provide the Weatherization Department with the manufacturer's owner's manual.

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

E. Code Compliance – The Firm shall pursue compliance with federal, state, and local building and environmental codes for the installation of this product. Follow manufacturer's installation instructions and specifications. The following specifications are not intended to replace manufacturer's specifications.

F. Permits – The Firm shall be responsible for all permits required by State and local ordinances for the installation of the heat pump system and mechanical work. The Firm shall provide the building owner and KCHA with copies of all permits related to the work.

3. NEW EQUIPMENT REQUIREMENTS

A. Through Wall ERV: Minimum characteristics: Able to move up 59 cfm at under 1 Sone and up to 96% Heat Recovery Efficiency, uses low energy EC Fans and has MERV8 air intake filter and a MERV14 supply air filter. Acceptable quality level: VentsUS Freshbox 100 WiFi ERV or approved equal.

B. Energy Star Rated Bathroom Exhaust Fan with plug and play module: Customizable ceiling mount ventilating fan, low sone and rated for continuous operation. ENERGY STAR® rated and certified by the Home Ventilating Institute (HVI). Evaluated by the Underwriters Laboratories and conforms to both UL and cUL standards. Acceptable quality level: Panasonic FV-0511VKS2 or approved equal.

C. Bath Fan Humidistat Switch: 120V, 60Hz humidistat switch with integrated adjustable automatic run programming. Acceptable quality level: Whisper Control FV-WCCS1-W, Whisper Control FV-WCCS1-A or approved equal.

4. INSTALLATION REQUIREMENTS

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

B. Energy Star Rated Bathroom Exhaust Fan: Install according to manufactures recommendations and in accordance with codes by the authority having jurisdiction. Connect to existing ductwork to meet SWS specifications. This will be finished work when complete, patching, painting or repairing of any surface worked on will need to be completed in order to pass the KCHA inspection.

C. Bath Fan Humidistat Switch: Install according to manufactures recommendations and in accordance with codes by the authority having jurisdiction, a switch leg may need to be added to make the fan function correctly with the Panasonic bathroom fans so that they will function in continuous run mode with boost for humidity or manual control. Face plates and light switches to match color with humidistat switch.

5. EXISTING EQUIPMENT

A. All dwelling units are currently heated electrically with baseboard, cove or in-wall heaters. Power for ERVs will determine placement and ARC Fault breaker will need to be installed on the circuit powering the ERV. Existing bathroom fans and controls will be identified during the walk.

6. WORK PRACTICES

A. Heron Run was built in 2001, and is assumed to not have any lead base paint.

B. The work is occurring in occupied residential units. The Firm shall coordinate all work with the property management team and in compliance with Washington State law for entry to an apartment. Employees of the firm working in occupied units are expected to be respectful and to minimize disturbance to the resident.

C. The Firm shall notify KCHA of each building completion and arrange for an inspection of all completed work and be present during the inspection. All work shall be subject to review and approval. KCHA shall inform the Firm where it finds work to be unsatisfactory. The Firm shall correct unsatisfactory work within ten business days, and shall notify KCHA for a follow-up inspection.

D. Damaged siding is the responsibility of the contractor to replace and it shall be replaced with matching siding.

E. Ceiling and wall patches: patch the ceilings, walls and any other areas where sheetrock repair is necessary as part of this installation. Restore surfaces to pre-construction condition and match adjoining texture or finish in a manner that will eliminate evidence of patching and refinishing.

7. DAMAGES

A. The Firm will be held responsible for any and all damages created during the performance of the work.

B. All debris resulting from the work will be removed and legally disposed of with every effort made toward recycling waste material.

Compensation

The total amount of the Contract is X (\$XXX.XX), this amount includes Washington State Sales Tax. The Firm shall charge Washington State Sales Tax only on the labor portion of the costs, but not on materials per the provisions of RCW 70.164.

Upon completion of the work, the Firm shall submit to KCHA: (1) the Firm's invoice listing all completed work items and separating cost for materials from labor for each item; (2) copies of permits, if appropriate, indicating the approval of the code enforcement jurisdiction; and, (3) the Contractor Warranty and Release of Liens. All submittals shall identify the property owner and building address, and note the project completion date.

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

Contract Modifications

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

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

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

Prohibition against Liens

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

Authority of KCHA

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

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

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

Firm's Guarantee

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

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

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

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

Independent Contractor

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

Insurance Program, or otherwise assuming the duties of an employer with respect to the Firm, or any employees of the Firm.

Subcontracts

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

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

The Firm agrees that the language of ARTICLE 15, below, shall be included in any subcontract entered into by the firm where the subcontractor will be responsible work under this Contract.

State Prevailing Wage Law

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

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

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

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

Default

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

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

In the event KCHA terminates this contract in whole or in part as provided above, KCHA may procure, upon such terms and in such manner as the KCHA contract representative may deem appropriate, supplies or services similar to those so terminated, and the Firm, shall be liable to

KCHA for any excess costs for such similar supplies or services provided that the Firm shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Dispute Resolution and Attorney Fees

In the event of any dispute, claim, question or disagreement arising out of or relating to this Contract or the default thereof, KCHA and the Firm hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, the KCHA and the Firm may consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the KCHA and the Firm do not reach such a solution within a period of thirty (30) days after KCHA was initially notified of the dispute, claim, question or disagreement (pursuant to the Clause entitled "Disputes" herein) the parties may try in good faith to settle any dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules or another nationally recognized mediation organization, before resorting to litigation or any other dispute resolution procedure. Each party shall pay its own expenses in any mediation proceedings, but in any arbitration or litigation proceeding which ensues if neither negotiation nor mediation have been successful, the prevailing party shall recover its reasonable attorneys' fees and costs incurred therein, which amount shall be included in the judgment or award entered in the matter.

Termination

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

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

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

Non-Discrimination

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

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Firm will take affirmative action to ensure that applicants are considered for employment, and employees are treated during employment, without regard to the

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

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

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

The Firm shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, which include furnishing required information and reports, and permitting access to his books, record, and accounts.

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

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

Subcontracting With Small Firms, Minority Owned Firms, Women's Business Enterprises, and Labor Surplus Area Firms

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

1. Placing qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Ensuring that small businesses, minority-owned businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority-owned businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small businesses, minority-owned businesses and women's business enterprises; and,
5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies in these endeavors.

Lead-Based Paint Regulations

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

The abatement, removal, and disposing of lead-based paints shall be in conformance with Chapter 70.103 RCW and Washington State Administrative Code Chapter 365-230. The Firm shall not undertake this work without receiving KCHA special approval for working with lead-based paint. Approval shall be based upon the Firm submittals to KCHA documenting appropriate

certifications and worker Safe Work Practice (SWP) training and verification that the Firm has in effect pollution liability insurance, as require.

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

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

Washington State Energy Code

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

Anti-Kickback Provisions

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

Clean Air/Water Acts

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

Interest of Commissioners, Officers or Employees and Former Commissioners, Officers or Employees

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

Limitation on Payments Made to Influence Certain Federal Financial Transactions

The Firm agrees to comply with 31 U.S.C. §1352, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

The Firm further agrees to comply with the requirement of that act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal

appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

Retention and Examination of Firm's Records

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

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

The periods of access and examination for records relating to (1) appeals under the disputes clause of the Contract, (2) litigation or settlement of claims arising from the performance of the Contract, or (3) costs and expenses of the Contract to which KCHA, the State Department of Commerce, the Secretary of the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives has taken exception shall continue until final disposition of such appeals, litigation, claims, or exceptions.

Disputes

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

Employment of KCHA Residents

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

Assignment

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

Interest of the Firm

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

Notices

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

If to the Weatherization Agency:
Nikki Parrott
King County Housing Authority
700 Andover Park West, Suite D
Seattle, WA 98188

If to the Firm:
X

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

KING COUNTY HOUSING AUTHORITY:

By: _____

By: _____

Dan Watson

Title: _____

Deputy Executive Director

Date: _____

Date: _____