

EXHIBIT F



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

EQUAL OPPORTUNITY CLAUSE

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

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

By: _____
Date: _____

Title: _____

EXHIBIT E



WEATHERIZATION DEPARTMENT
700 ANDOVER PARK W - STE D
TUKWILA, WASHINGTON 98188
PHONE (206) 576-2132 FAX (206) 214-125

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 _____

EXHIBIT G
SAMPLE CONTRACT
for

Click or tap here to enter text.

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

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

ARTICLE 1. Contract Documents

The Contract shall consist of the following parts:

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

ARTICLE 2. Contract Definitions

A. "Firm" means Click or tap here to enter text.

B. "Representative" means the person who is an authorized agent of KCHA to administer the Contract. The Representative for this Project is Choose an item..

C. "Owner" means King County Housing Authority

D. "Property Manager" means an employee of Click or tap here to enter text. responsible for onsite management of the property. The Property Manager for Click or tap here to enter text. is Click or tap here to enter text..

ARTICLE 3. Duration of Contract

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

ARTICLE 4. Scope of Work and Specifications

A. See Attached Technical Specifications

ARTICLE 5. Weatherization General Work Practices

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

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

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

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

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

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

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

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

ARTICLE 6. Compensation

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

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

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

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

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

A. Retainage Release

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

ARTICLE 7. Contract Modifications

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

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

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

ARTICLE 8. Prohibition Against Liens

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

ARTICLE 9. Authority of KCHA

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

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

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

ARTICLE 10. Firm's Guarantee

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

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

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

ARTICLE 20. Lead-Based Paint Regulations

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

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

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

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

ARTICLE 21. Washington State Energy Code

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

ARTICLE 22. Anti-Kickback Provisions

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

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

ARTICLE 23. Clean Air/Water Acts

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

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

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

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

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

The Firm further agrees to comply with the requirement of that act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

ARTICLE 26. Retention and Examination of Firm's Records

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

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

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

A. Retainage Release

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

ARTICLE 10. Firm's Guarantee

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

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

ARTICLE 27. Disputes

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

ARTICLE 28. Employment of KCHA Residents

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

ARTICLE 29. Assignment

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

ARTICLE 30. Interest of the Firm

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

ARTICLE 31. Notices

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

If to the Weatherization Agency:

JJ Jordan
Vice President of Capital Construction & Weatherization
King County Housing Authority
700 Andover Park West, Suite D
Seattle, WA 98188

If to the Firm:

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

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

KING COUNTY HOUSING AUTHORITY:

By: _____
Choose an item.

Title: Choose an item.

Date:

Click or tap here to enter text.

By: _____
Click or tap here to enter text.

Title: Click or tap here to enter text.

Date:

SAMPLE

EXHIBIT H

INSURANCE REQUIREMENTS FOR WEATHERIZATION CONTRACTS

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

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

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

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

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

2. Commercial General Liability

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

The insurance shall have the following minimum limits of liability:

\$1,000,000 Each Occurrence

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

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

The insurance shall include:

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

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

3. Commercial Automobile Liability

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

\$1,000,000 Combined Single Limit

4. Excess/Umbrella Liability

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

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

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

5. Pollution Liability

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

Deductibles and Self-Insured Retentions

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

Waivers of Subrogation

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

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

Other Insurance Provisions

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

the coverage required by these specifications at any time.

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

Indemnification

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

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

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

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



Exhibit I – Uniform Unsworn Declarations Act

Per RCW 5.50.050 I declare under penalty of perjury under the law of Washington that the foregoing is true and correct.

Signed on the _____ day of _____, 2025

Printed Name

Signature

DAVIS BACON & RELATED ACTS PROVISIONS; CONTRACT WORK HOURS & SAFETY STANDARDS ACT; GENERAL INFORMATION

A. The Davis-Bacon Act (DBA)*

The DBA, enacted in 1931, applies to contracts in excess of \$2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;
4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

B. The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable.

CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies

3. Definitions

a. Employee

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

b. Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are “employed” and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid.

c. Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

d. Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. “Prevailing wage” is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the “prevailing wage” obligation. This obligation may be met by any combination of cash wages and creditable “bona fide” fringe benefits provided by the employer.

e. Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

f. Site of work

The “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. “Site of work” includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

g. Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren’t considered by the employer to be fully trained as a carpenter. The only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

(IHA) developments. CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

Exemptions:

1. CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
2. CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

*The Davis Bacon provisions also apply to HUD-determined prevailing wage rates.

<http://www.ecfr.gov/current/title-29>

C. GENERAL INFORMATION

1. Employer Responsibilities

- a. All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision.
- b. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work.
- c. Employers may also be required to submit related documentation in order to demonstrate compliance.

2. Agency Responsibilities

- a. State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance.
- b. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.
- c. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.
- d. Comply with all HUD requirements concerning statutory, program, and/or other requirements.

h. Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.