



# PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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## AH-23-02

Sealed Bid | Non-Federal Funding | Construction

# VILLAGE SQUARE APARTMENTS UNIT RESTORATION

## Invitation for Bids

Pre-Bid Site Conference:      Friday, March 10, 2023  
   1:00 PM to 2:00 PM  
   10810 Lakeview Avenue SW  
   Lakewood, WA 98499

Bids Due:                              Tuesday, March 21, 2023, no later than 2:30 PM.

ISSUE DATE: February 24, 2023

## Project Team

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PROJECT: Village Square Apartments Unit Restoration  
AH-23-02

OWNER: Pierce County Housing Authority  
603 Polk St S,  
Tacoma, WA, 98444

CONTACT: (On-Site Contact)  
Ebonique Moore  
[emmoore@pchawa.org](mailto:emmoore@pchawa.org)  
253-455-1906

(Emergency/After-Hours Contact)  
253-377-4886

(Contract Administration)  
Riley Guerrero  
[rguerrero@pchawa.org](mailto:rguerrero@pchawa.org)  
253-993-6493

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Notice is hereby given that bids for Interior Renovations for one apartment unit will be received by the Pierce County Housing Authority until 2:30 PM on Tuesday, March 21, 2023. Mailed and hand-delivered bids must be addressed as follows:

**ATTN: Sealed Bid Submission for AH-23-02**

Pierce County Housing Authority  
603 Polk St S.  
Tacoma, WA, 98444

Please include the offeror's name and the entity represented on the envelope of the packet submitted.

Hand-delivered bids will be accepted between 9:00 AM and 5:00 PM, Monday – Thursday, at PCHA Campus Building A, at the above address, at the front desk. Hand-delivered bids must be sealed and addressed in the same manner as mailed bids. PCHA is not responsible for bids left in overnight boxes and cannot guarantee their timely receipt.

Bids received after 2:30 PM on Tuesday, March 21, 2023, even if mailed earlier, will not be accepted. Please see PCHA Bid Process on page 39 of this packet for further information. Any questions must be submitted in writing and may be referred to Riley Guerrero, Administrative Coordinator, or Sean McKenna, Director of Project Management.

**Sean McKenna**

Director of Project Management  
253-620-5450 (Office)  
253-530-4790 (Cell)  
[smckenna@pchawa.org](mailto:smckenna@pchawa.org)

**Riley Guerrero**

Administrative Coordinator  
253-620-5478 (Office)  
253-993-6493 (Cell)  
[rguerrero@pchawa.org](mailto:rguerrero@pchawa.org)

The scope of work in general includes: insulation and installation, drywall patching, plumbing fixture replacement, casework and millwork replacement, flooring, appliance installation, and wall finishes according to the Scope of Work and Bid Documents to follow.

A Pre-Bid Conference will be held from 1:00 PM to 2:00 PM, Friday, March 10, 2023 at 10810 Lakeview Avenue SW, Lakewood, WA 98499. Interested parties are encouraged to visit the sites prior to the pre-bid conference. Please contact Riley Guerrero or Sean McKenna for access information.

Minority and Women-Owned Business Enterprises shall be afforded full opportunity to submit bids in response to this invitation. No interested party will be discriminated against on the basis of sex, race, color, age, national origin, or disability in consideration of an award of any contract or sub-contract. Further, all bidders are encouraged to solicit and consider minority and women-owned businesses as potential sub-contractors and material suppliers for this project.

This project is subject to the State of Washington, Department of Labor and Industries prevailing rates of pay for Residential and/or Commercial projects in Pierce County. Copies of the rates as of DATE are included in the bid package. All interested parties are cautioned to read the rates very carefully as they have significant impact on the project cost. "Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" forms must be filed with and

approved by L&I in accordance with the Department's guidelines.

All bid documents are retained on file in the office of the Owner.

Bids will be publicly opened at 2:30 PM on March 21, 2023 at the PCHA campus, located at the following address:

Building B  
603 Polk St S  
Tacoma WA, 98444

Pierce County Housing Authority reserves the right, in its sole discretion, to reject any and all of the bids, to waive irregularities in the bidding process, and determine minor informalities. PCHA reserves the right, in its sole discretion, to reject any bid(s) it deems incomplete, unbalanced, or otherwise not reflective of a proposal that can legitimately deliver project completion with the required cost, quality, and/or timeliness.

This document was prepared by Riley Guerrero, Administrative Coordinator.

The Pierce County Housing Authority (PCHA) is a public body corporate and politic, created by Pierce County's Board of Supervisors (now County Council) in 1978 pursuant to State statute (RCW35.82). The mission of the Pierce County Housing Authority (the Authority) is to provide safe, decent, affordable housing and economic opportunity, free from discrimination.

The governing body of the Housing Authority is the Board of Commissioners. The Commissioners elect from among themselves a chair and a vice chair. The Authority Board regular meetings occur the last Wednesday of each month, currently at 3:30 PM PST. The Board is responsible for hiring an Executive Director, who also serves as Secretary to the Board. The Executive Director administers the operations of the Authority and implements the policies established by the Board.

PCHA currently operates 124 Low-Income Public Housing units; 20 Units of USDA/RD Housing, administers approximately 2,946 Section 8/HCV program vouchers, and operates an Enterprise Portfolio consisting of approximately 670 units. Additional grants are received periodically for the Renovation and Modernization of existing facilities and in support of our Family Self Sufficiency Programs. Currently, the Pierce County Housing Authority employs 39 individuals.

PCHA's Enterprise Portfolio contains a variety of units located throughout Pierce County in multifamily housing complexes. Though individual units may carry a federal subsidy with a partner organization, these complexes themselves are not federally subsidized, and provide "naturally occurring" affordable housing options, with rental rates at or below HUD Fair Market Rents, open to the broad public without having to qualify through government aid programs. These units include one, two, and three bedrooms in a variety of localities around Pierce County, including Lakewood, Fife, and Parkland.

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Property: Village Square Apartments  
10804 Lakeview Ave SW  
Lakewood, WA 98499

Scope of work and quantities provided are estimates only. Contractor will be responsible for completing all phases of work independent of the quantities listed in the document.

This SCOPE ONLY description of work utilizes information based on a site inspection completed by J.S. Held, insurance claims adjustor, on behalf of PCHA. So that quantities and work description align with insurance documentation, PCHA is including work descriptions typical to the insurance industry. Visits to the project site are meant to confirm scope of work, and may be negotiated with PCHA. Structural repairs associated with building damaged are assumed to be completed, and are not part of this scope of work.

**General Building Description:**

The Village Square Apartment includes a wood framed two-story apartment building built in 1965, which contains Unit #15. There are 15 apartment units; each are 2bedroom + 1 bathroom, each are approximately 650 square feet. The upper units are accessed from two exterior staircase and an upper walkway located on the north elevation of the building.

**Cause of damage:**

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Damage to the building occurred when vehicle impacted the lower apartment; Unit 15.

**Scope recap:** Demolition and mitigation necessary to rebuild interior finished in like-kind and quality.

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**Assumptions:**

- 
- Unimpeded site access to contractors to perform scope of services.
  - Field Measurements (cite reference Plan/Construction Documents if applicable)
  - Permit fee budget/incurred costs
  - Architectural & Engineering Fee budgets/incurred costs- Information and documentation received and reviewed to date –

**- Exclusions:**

- 
- Lead/Mold sampling, testing, protocol, abatement or clearance.
  - ACM sampling, testing, protocol, or abatement.- Code Upgrades

*This estimate is subject to review by the Insurance Carrier(s) per contract/policy terms and conditions. J.S. Held recommends that all costs that are anticipated to be part of the claim are submitted for review prior to executing contracts. To the extent that repair costs proceed on a time and materials basis, we recommend that the adjustment team monitor these repairs and that the insured keep appropriate records, sign in sheets and documentation of these repairs.*

## General Condition

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DESCRIPTION	QTY	LABOR
-------------	-----	-------

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Commercial Supervision / Project Management - per hour  
as required for the project duration.

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### ARCHITECTURAL / PERMIT AND FEES

Obtained by contractor, if needed, as a reimbursable expense

Taxes, insurance, permits & fees (Open Item)	1.00 EA
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### ABATEMENT DEMOLITION

Abatement/Demolition	1.00 EA
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## Demolition

DESCRIPTION	QTY
-------------	-----

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As required for project duration.

DESCRIPTION	QTY
-------------	-----

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12. Plumber - per hour	0.00 HR
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Plumber for misc plumbing in kitchen and bathroom.

13. Replace Electrician - per hour	0.00 HR
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Plumber for misc electrical in kitchen and bathroom.

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**Apt #15**



**Height: 8'**

211.33 SF Ceiling  
211.33 SF Floor  
60.42 LF Floor Perimeter

**Opens into KITCHEN**

## QTY

40. Replace Batt insulation - 6" - R19 - paper / foil faced	63.40 SF
41. Replace 5/8" drywall - hung & fire taped only	63.40 SF
1st layer	
42. Replace 5/8" drywall - hung, taped, ready for texture	211.33 SF
43. Replace Texture drywall - heavy hand texture	211.33 SF
44. Seal/prime then paint the ceiling (2 coats)	211.33 SF

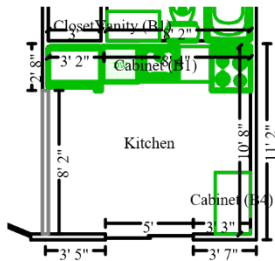
45. Mask wall - plastic, paper, tape (per LF)	68.58 LF
46. Replace Batt insulation - 6" - R19 - paper / foil faced	200.00 SF
47. Replace 5/8" drywall - hung, taped, ready for texture	247.11 SF
48. Replace Texture drywall - heavy hand texture	494.22 SF
49. Seal/prime then paint the walls (2 coats)	494.22 SF
50. Replace Baseboard - 2 1/4" hardwood	60.42 LF
51. Paint baseboard - two coats	60.42 LF

52. Replace Exterior door - metal - insulated - flush or panel style	1.00 EA
53. Replace Door lockset - exterior	1.00 EA
54. Replace Deadbolt - Standard grade	1.00 EA
55. Paint door slab only - 2 coats (per side)	4.00 EA
56. Paint casing - two coats	34.00 LF

57. Replace Aluminum window, horiz. slider 24-32 sf (2 pane)	2.00 EA
58. Replace Window blind - aluminum - 1" - 20.1 to 32 SF	2.00 EA

59. Replace Electrician - per hour	4.00 HR
Testing electrical circuits and systems.	
60. Replace Switch	1.00 EA
61. Replace Outlet	2.00 EA
62. Replace Thermostat - Standard grade	1.00 EA
63. Replace Baseboard electric heater - 6'	1.00 EA
<b>FLOOR</b>	
64. Replace Carpet pad	211.33 SF
65. Replace Carpet	259.75 SF





## Kitchen

Height: 8'

300.22 SF Walls	122.67 SF Ceiling
422.89 SF Walls & Ceiling	122.67 SF Floor
13.63 SY Flooring	36.17 LF Floor Perimeter
44.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

8' 2" X 6' 8"

Opens into LIVING\_ROOM2

## DESCRIPTION

QTY

### CEILING

77. Replace 5/8" drywall - hung, taped, ready for texture	122.67 SF
78. Replace Texture drywall - heavy hand texture	122.67 SF
79. Seal/prime then paint the ceiling (2 coats)	122.67 SF

### WALLS

80. Mask wall - plastic, paper, tape (per LF)	44.33 LF
81. Replace 5/8" drywall - hung, taped, ready for texture	150.11 SF
82. Replace Texture drywall - heavy hand texture	150.11 SF
83. Seal/prime then paint the walls (2 coats)	300.22 SF
84. Replace Baseboard - 2 1/4" hardwood	36.17 LF
85. Paint baseboard - two coats	36.17 LF

### FLOOR

86. Replace Floor prep (scrape rubber back residue)	122.67 SF
87. Replace Vinyl floor covering (sheet goods)	131.00 SF

### CABINETRY

88. Replace Cabinetry - lower (base) units	7.00 LF
89. Remove Cabinetry - upper (wall) units	8.50 LF
90. Replace Cabinetry - upper (wall) units	8.50 LF
91. Replace Countertop - flat laid plastic laminate	7.00 LF

### FIXTURES

92. Plumber - per hour	4.00 HR
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Additional hours for connections of fittings and misc testing.

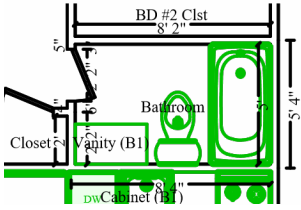
93. Replace Sink - single - Standard grade	1.00 EA
94. Replace Sink faucet - Kitchen	1.00 EA

### LIGHT FIXTURES

95. Detach & Reset Ceiling fan & light	1.00 EA
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### APPLIANCES

96. Replace Refrigerator - top freezer - 14 to 18 cf - Standard grade	1.00 EA
97. Replace Dishwasher	1.00 EA
98. Replace Range - freestanding - electric	1.00 EA



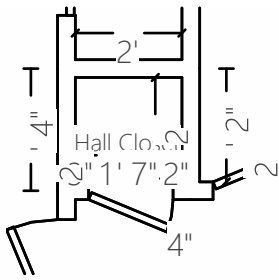
Bathroom

Height: 8'

210.67 SF Walls	40.83 SF Ceiling
251.50 SF Walls & Ceiling	40.83 SF Floor
4.54 SY Flooring	26.33 LF Floor Perimeter
26.33 LF Ceil. Perimeter	

DESCRIPTION	QTY
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DESCRIPTION	QTY
CEILING	
99. Replace 5/8" drywall - hung, taped, floated, ready for paint	40.83 SF
100. Replace Texture drywall - heavy hand texture	40.83 SF
101. Seal/prime then paint the ceiling (2 coats)	40.83 SF
WALLS	
102. Mask wall - plastic, paper, tape (per LF)	26.33 LF
103. Replace 5/8" drywall - hung, taped, floated, ready for paint	52.67 SF
104. Replace Texture drywall - heavy hand texture	105.33 SF
105. Drywall tape joint/repair - per LF	16.00 LF
106. Seal/prime then paint the walls (2 coats)	210.67 SF
DOOR	
107. Replace Interior door unit - Standard grade	1.00 EA
108. Replace Door knob - interior	1.00 EA
109. Paint door slab only - 2 coats (per side)	4.00 EA
110. Paint casing - two coats	34.00 LF
Final cleaning - construction – Residential	40.83 SF



Hall Closet

Height: 8'

63.33SF Walls  
67.25SF Walls & Ceiling  
0.44SY Flooring  
7.92LF Ceil Perimeter

3.92SF Ceiling  
3.92SF Floor  
7.92LF Floor Perimeter

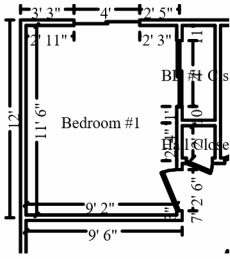
## DESCRIPTION

## QTY

111. Final cleaning - construction - Residential

3.92 SF





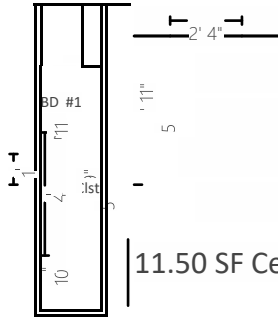
**Bedroom #1**

**Height: 8'**

330.67 SF Walls	105.42 SF Ceiling
436.08 SF Walls & Ceiling	105.42 SF Floor
11.71 SY Flooring	41.33 LF Floor Perimeter
41.33 LF Ceil. Perimeter	

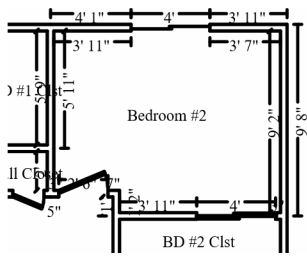
DESCRIPTION	QTY
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112. Final cleaning - construction - Residential	105.42 SF
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	<b>BD #1 Clst</b>	<b>Height: 8'</b>	
	124.00 SF Walls		
	135.50 SF Walls & Ceiling	11.50 SF Floor	
	1.28 SY Flooring	15.50 LF Floor Perimeter	
	15.50 LF Ceil. Perimeter		

11.50 SF Ceiling

DESCRIPTION	QTY
113. Final cleaning - construction - Residential	11.50 SF



### Bedroom #2

**Height: 8'**

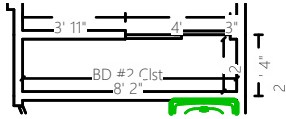
330.67 SF Walls	101.67 SF Ceiling
432.33 SF Walls & Ceiling	101.67 SF Floor
11.30 SY Flooring	41.33 LF Floor Perimeter
41.33 LF Ceil. Perimeter	

### DESCRIPTION

QTY

20.33 LF Ceil. Perimeter

114. Final cleaning - construction - Residential	101.67 SF
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**BD #2 Clst**

162.67 SF Wall	16.33 SF Ceiling
179.00 SF Walls & Ceiling	16.33 SF Floor
1.81 SY Flooring	20.33 LF Floor Perimeter

**Height: 8'**

## DESCRIPTION

**QTY**

115. Final cleaning - construction - Residential	101.67 SF
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## Labor Minimums Applied

## DESCRIPTION

**QTY**

116. Siding labor minimum	1.00 EA
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Apt #15

State of Washington Department of Labor & Industries

Prevailing Wage Section -  
Telephone 360-902-5335  
PO Box 44540, Olympia,  
WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective

Date: 2/15/2023

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pierce	<a href="#">Residential Brick Mason</a>	Journey Level	\$27.02		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Carpenters</a>	Journey Level	\$49.92	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Cement Masons</a>	Journey Level	\$45.99		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$70.61	<u>5P</u>	<u>1E</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Electricians</a>	Journey Level	\$44.11		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Glaziers</a>	Journey Level	\$75.91	<u>7L</u>	<u>1Y</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$24.52		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Laborers</a>	Journey Level	\$33.97		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Marble Setters</a>	Journey Level	\$29.29		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Painters</a>	Journey Level	\$49.46	<u>6Z</u>	<u>11J</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$83.47	<u>5A</u>	<u>1G</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$83.47	<u>5A</u>	<u>1G</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Sheet Metal Workers</a>	Journey Level	\$94.11	<u>7F</u>	<u>1E</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$55.56	<u>5A</u>	<u>3J</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$55.95	<u>5C</u>	<u>2R</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Stone Masons</a>	Journey Level	\$29.29		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$15.74		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$21.96		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Residential Tile Setters</a>	Journey Level	\$25.98		<u>1</u>		<a href="#">View</a>

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# PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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## REQUIRED SUBMISSION DOCUMENTS FOR A INVITATION FOR BIDS SOLICITATION RESPONSE

Read and understand all bid documents. Failure to do so at respondent's risk.

- ☐ Fill out each blank provided for each work item listed on the Bid Forms. The price for each work item shall include all applicable fees, taxes, costs, and profit associated with the performance of the work item.
- ☐ Complete and include the Respondent's Responsibility Criteria Form, attach and sign extra sheets as required.
- ☐ Read, sign, and have notarized the Non-Collusion Affidavit.
- ☐ Carefully read, input information as requested by the various sections of the Representations, Certifications, and Other Statements of Bidders, and sign the last page.
- ☐ Insert a copy of current Contractor's Registration.
- ☐ Insert evidence of Insurance Coverage meeting the requirements as stated in the General Conditions.
- ☐ Insert Executed Bid Bond of 5% of Bid and Corresponding Power of Attorney if utilizing a recognized surety as bid guaranty. (Required for bids in excess of \$35,000)
- ☐ Complete and include the List of Proposed Sub-Contractors form. If no sub-contractors are to be used so indicate and include the form.





## PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

### Bid Form

Project: AH-23-02

Issue Date: February 24, 2023

#### **Summary of Work:**

Limited demolition and disposal, insulation replacement; drywall replacement and finishing; texture and painting for walls and ceiling; plumbing fixture replacement; cabinet installation; appliance installation, flooring installation, and final cleaning at one apartment unit. Disposal of removed materials, job site safety requirements, and construction inspection coordination are required along with the scope of work described in the bid manual and drawings all in accordance with the project bid documents.

Include in each bid item the labor, materials, tax, tools, equipment, overhead, mark-up, and profit.

Demo/ Cleanup	Insulation/ Drywall	Texture/ Paint	Cabinetry	Plumbing/ Fixtures	Flooring/ Accessories/ Cleaning	Appliances	Other	Total

Project Bid Total:

---

Project Bid Total Written:

---

---

Signature

---

Date

on Behalf of

---

Organization

---

Printed Name

---

Title



## PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

### Organization Profile

Project:AH-23-02

Issue Date: February 24<sup>th</sup>, 2023

All organizations, both primary contractors and subcontractors, who intend to do work in response to this RFP must submit the following Organizational Profile. Only Prime Contractors must submit at the time of proposal, Subcontractors after award. I am submitting this profile as the:

☐ Prime Contractor

☐ Subcontractor

1. Full Legal Name of Firm: \_\_\_\_\_

2. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

3. Please select the appropriate box below:

☐ Individual/Sole Proprietor

☐ Corporation

☐ Limited Liability Corporation (LLC) Tax Classification: \_\_\_\_\_ (D=Disregarded Entity, C=Corporation, P=Partnership)

☐ Other (Specify) \_\_\_\_\_

4. Street Address: \_\_\_\_\_

(if different) \_\_\_\_\_

5. Primary Contact/Title: \_\_\_\_\_

6. Email Address: \_\_\_\_\_

7. Telephone Number: \_\_\_\_\_

8. Entity Federal Tax ID #: \_\_\_\_\_

9. UBI #: \_\_\_\_\_

10. DUNS #: \_\_\_\_\_

11. WA State License Type: \_\_\_\_\_

WA License # \_\_\_\_\_

12. Year Firm Established \_\_\_\_\_

13. Former Name or Parent Company, if Applicable: \_\_\_\_\_

14. Identify the Principals/Partners in the Firm:

Name	Title	% Ownership

15. Identify the individual(s) who will act as project manager and any other supervisory personnel that will work on the project:

Name	Title	% Ownership

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

on Behalf of

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

16. Proposer Diversity Statement: Please check all that apply and give the percentage of each category.

<input type="checkbox"/> Public-Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Resident-Owned _____ %	<input type="checkbox"/> Hasidic Jew-Owned _____ %	<input type="checkbox"/> Black-Owned _____ %
<input type="checkbox"/> Woman Owned (Non-MBE) _____ %	<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Disabled Veteran Owned _____ %
<input type="checkbox"/> Hispanic-Owned _____ %	<input type="checkbox"/> Asian/Pacific Islander-Owned _____ %	<input type="checkbox"/> Native American-Owned _____ %
<input type="checkbox"/> Non-W/MBE Ownership _____ %	<input type="checkbox"/> Other (Specify): _____ %	

W/MBE Certification #:

Certified By:

Note: W/MBE certification is not a requirement of submitting a proposal. Only enter if available.

18. Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: MM/DD/YYYY \_\_\_\_\_

19. General Liability Insurance Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: MM/DD/YYYY \_\_\_\_\_

20. Professional Liability Insurance Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: MM/DD/YYYY \_\_\_\_\_

21. Has this firm or any principals ever been debarred from providing any services by the federal government, state government, the State of Washington, or any local government agency within or out of the State of Washington?

☐ Yes ☐ No

If Yes, please attach a full detailed explanation, including dates, circumstances, and current status.

22. Can this firm conduct virtual appearances, including reports, meetings, conferences, briefings, etc. using software that allows for screen sharing, as well as video and audio conferencing, and securely sign and transmit documents electronically?

☐ Yes ☐ No

23. The undersigned proposer hereby states that by completing and submitting this form they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and agrees that if PCHA discovers any information entered herein is false, that shall entitle PCHA to withdraw from consideration, not make an award to, or to cancel any award with the undersigned party.

_____	_____	on Behalf of	_____
Signature	Date		Organization
_____			_____
Printed Name			Title



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

---

Non-Collusion Affidavit

Project: AH-23-02

Issue Date: February 17<sup>th</sup>, 2023

**STATE OF WASHINGTON**

**COUNTY OF** \_\_\_\_\_

**The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said proposer has not directly or indirectly induced or solicited any other submitting party on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal, and that said proposer has not in any manner sought by collusion to secure him/herself an advantage over any other submitting party or parties.**

**Notarized:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

Notary Public in and for the State of Washington \_\_\_\_\_

Residing at: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

on Behalf of

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

### Disclosure of Conflict of Interest

Project: AH-23-02

Issue Date: February 24, 2023

Please disclose any conflict of interest, or appearance of conflict of interest, in the form below. A conflict of interest includes:

- Immediate or extended family on the Pierce County Housing Authority Board of Commissioners
- Immediate or extended family on staff at PCHA in policy-making or procurement roles
- Any notable close relationship between members of the organization and PCHA staff or Commissioners
- Business ownership or financial interests that are shared by member(s) of the PCHA Board of Commissioners or staff
- Any situation in which award of the contract may result in an unfair competitive advantage
- Any situation in which the Contractor's objectivity in performing the contract work may be impaired

Conflict Type	Organization's Individual with Conflict	Individual's Title	PCA's Individual with Conflict	Individual's Title	Conflict Explanation (if necessary) and Steps to Resolve

I, the Undersigned, declare that all known potential conflicts of interest have been disclosed above. If, at any time, a new conflict of interest comes to my attention, it will be immediately disclosed to PCHA for further review. I understand that if an undisclosed conflict of interest is discovered, the organization listed below is at risk of termination of award (if selected), and potentially debarment from future Federal contracts.

_____ Signature	_____ Date	on Behalf of	_____ Organization
_____ Printed Name			_____ Title

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## Representations, Certifications, and Other Statements of Bidders

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#### Clause

1. Certificate of Independent Price Determination
2. Contingent Fee Representation and Agreement
3. Organizational Conflicts of Interest Certification
4. Bidder's Certification of Eligibility
5. Minimum Bid Acceptance Period
6. Small, Minority, Women-Owned Business Concern Representation
7. Certification of Non-segregated Facilities
8. Clean Air and Water Certification
9. Bidder's Signature

#### 1. Certificate of Independent Price Determination

(a) The bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

(d) **Non-collusion affidavit.** (Applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the Pierce County Housing Authority, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. Failure to submit the affidavit may render the bid non-responsive.

(2) A fully executed "Non-collusive Affidavit" ☐ is, ☐ is not Included with the bid.

## **2. Contingent Fee Representation and Agreement**

(a) **Definitions.** As used in this provision:

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

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

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

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

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

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



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

### **3. Organizational Conflicts of Interest Certification**

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

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

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

### **4. Bidder's Certification of Eligibility**

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

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

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

### **5. Minimum Bid Acceptance Period**

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

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

(c) The Pierce County Housing requires a minimum acceptance period of sixty (60) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PCHA's minimum

**requirement. The bidder allows the following acceptance period: \_\_\_\_ calendar days.**

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

**(Q The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within**

- (1) the acceptance period stated in paragraph (c) above or
- (2) any longer acceptance period stated in paragraph (d) above.

#### **6. Small, Minority, Women-Owned Business Concern Representation**

**The bidder represents and certifies as part of its bid/offer that it- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.**

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

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

**(Check the block applicable to you)**

**☐ Black Americans ☐ Asian Pacific Americans ☐ Hispanic Americans ☐ Asian Indian Americans ☐ Native Americans ☐ Hasidic Jewish Americans**

#### **7. Certification of Non-segregated Facilities (applicable to contracts exceeding \$10,000)**

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

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

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its

employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors

**(except if the proposed subcontractors have submitted identical certifications for specific time periods):**

#### **Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities**

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

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

**8. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000) The bidder certifies that:

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

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

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

**9. Bidder's Signature**

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

---

**(Signature and**

---

**Date) (Typed or**

---

**Printed Name)**

**(Title)**

---

**(Company Name)**

---

**(Company Address)**

Please insert your Requirement of Contractor Registration in place of this page.

Please insert your Proof of Contractor Insurance in place of this page

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal and  
----- as Surety, are held and firmly bound unto the (Pierce  
County  
Housing Authority) as Oblige, in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment of which the Principal and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for  
Village Square Apartments #15 Interior Restoration 10810 Lakeview Avenue SW  
Lakewood, WA 98499 – AH-23-02 according to the terms of the bid made by the Principal, and the  
Principal shall duly make and enter into a contract with the Oblige in accordance with the said bid  
and award shall give bond for the faithful performance thereof, with Surety or Sureties approved by  
the Oblige; or if the Principal shall, in case of failure so to do, pay and forfeit to the Oblige the  
penal amount of the deposit specified in the advertisement for bids, then this obligation shall be  
null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith  
pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official  
(Attach Power of Attorney)

\_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Name and address of local agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State  
of Washington.

## LIST OF PROPOSED SUBCONTRACTORS

Bidder shall list all subcontractor(s) proposed to be used on this project. Failure to list subcontractors may render a bid non-responsive. If there are no subcontractors used, write no-subcontractors will be used. Attach additional copies of this page as needed.

<b>NAME ADDRESS AND UBI #</b>	<b>DESCRIPTION OF WORK MBE or WBE?</b>
Name:	Trade:  MBE orWBE:      Yes      No
Address:	
UBI#:	
<b>NAME ADDRESS AND UBI #</b>	<b>DESCRIPTION OF WORK MBE or WBE?</b>
Name:	Trade:  MBE orWBE:      Yes      No
Address:	
UBI#:	
<b>NAME ADDRESS AND UBI #</b>	<b>DESCRIPTION OF WORK MBE or WBE?</b>
Name:	Trade:  MBE orWBE:      Yes      No
Address:	
UBI#:	
<b>NAME ADDRESS AND UBI#</b>	<b>DESCRIPTION OF WORK MBE or WBE?</b>
Name:	Trade:  MBE orWBE:      Yes      No
Address:	
UBI#:	
<b>NAME ADDRESS AND UBI#</b>	<b>DESCRIPTION OF WORK MBE or WBE?</b>
Name:	Trade:  MBE orWBE:      Yes      No
Address:	
UBI#:	

Signed by: \_\_\_\_\_ Title: ... Date: ...





## PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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### Declaration of Accuracy

Project: AH-23-02

Issue Date: February 24<sup>th</sup>, 2023

I, the Undersigned, do declare that:

1. I am authorized to submit this proposal on behalf of the organization below named;
2. I have read the included documents, specifications, and scope of work,, and the organization represented below understands and agrees to adhere the terms therein described;
3. All information provided in this proposal and its written attachments is accurate, to the best of my knowledge;
4. I have received and understood the following Amendments to the Request for Proposals (if any were given), and this proposal reflects their condition;

(Please write the code of every Amendment you received below)

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1. If selected, the below organization will adhere to the representations made in the proposal submitted, unless a mutually-agreed-upon alteration is reached with Pierce County Housing Authority.

_____ Signature	_____ Date	on Behalf of	_____ Organization
_____ Printed Name			_____ Title





# PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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## INVITATION FOR BIDS PROCESS INFORMATION

### **1. Bid Preparation and Submission**

- a. Interested parties are expected to examine the specifications, drawings, all instructions, and if applicable, the construction site (See also the contract clause entitled 'Site Investigation and Conditions Affecting the Work' of the General Conditions of the Contract for Construction, on page \_ of this document). Failure to do so will be at the party's risk.
- b. All bids must be submitted on the forms provided by Pierce County Housing Authority. Bidders shall furnish all the information required by solicitation. Bids must be signed and the bidding party's name typed or printed on the bid sheet and each continuation sheet which requires signature by the party. The person signing the bid must initial erasures, cross-outs, or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority.
- c. PCHA recommends that interested parties retain a copy of their bid for their records.
- d. Interested parties must submit as a part of their bid a completed form HUD 5369-A, "Representations, Certifications, and Other Statements of Bidders".
- e. All bid documents sent with a title or subject line which shall be clearly marked with the words "Bid Documents for AH-23-01", the interested party's name, and the date and time sent/delivered.
- f. If this solicitation requires bids on all items, failure to do so will disqualify the bid. If bids on all items are not required, interested parties should insert the words "no bid" in the space provided for any item on which no price is submitted.
- g. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- h. If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves the Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### **2. Explanation and Interpretations to Bidders**

- a. Any Bidder or Prospective Bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc. must request it at least 7 days before the scheduled deadline for quotations. Requests may be oral or written, but oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e. not substantive technical information. No other oral explanation or interpretation will be provided. Any information given to an interested party concerning this solicitation will be furnished promptly to all other interested parties as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other respondents.
- b. Any information obtained by, or provided to, an interested party other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### **3. Amendments to Invitations for Bids**

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Prospective bidders shall acknowledge receipt of any amendment to this solicitation:
  - i. By signing and returning the amendment, or

- ii. By identifying the amendment number and date on the bid form, or,
- iii. By email or facsimile. The PCHA must receive acknowledgement by the time and at the place specified for receipt of bids. bids which fail to acknowledge the party's receipt of any amendment may result in the rejection of the bid if the amendment(s) contained information which substantively changed the PCHA's requirements.
- c. Amendments will be on file in the offices of the PCHA and the Architect (if applicable) at least 7 days before the submission deadline.

#### **4. Responsibility of Prospective Contractor**

- a. The PCHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PCHA will consider such matters as the contractor's:
  - i. Integrity;
  - ii. Compliance with Public Policy;
  - iii. Record of Past Performance;
  - iv. Financial and Technical Resources; and
  - v. Information provided in the Bid Submittal or subsequently obtained.
- b. Before a bid is considered for award, the interested party may be requested by the PCHA to submit a statement or other documentation regarding any of the items in clause 4.a above. Failure by the interested party to provide such additional information shall render the party nonresponsive and ineligible for an award.

#### **5. Late Submissions, Modifications, and Withdrawal of Bids**

- a. Any bid received at the place designation in the solicitation after the exact time specified for receipt will not be considered unless both it was received before the award was made AND:
  - i. It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g. an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> of that month);
  - ii. It was sent by mail (or if authorized by the solicitation, was sent by telegram or via facsimile), and it is determined by the PCHA that the late receipt was due solely to mishandling by the PCHA after receipt at the PCHA; or
  - iii. It was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the specified date for receipt of proposals, The term “working days excludes weekends and federally-observed holidays.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in clause 5.a above.
- c. The only acceptable evidence to establish the mailing of a late bid, modification, or withdrawal sent by either registered or certified mail is the U.S. or Canadian Postal Service postmark on both the envelope or wrapper and on the original receipt from either the U.S. or Canadian Postal Service. Both Postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped or otherwise placed impression (Exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore,

responding parties should request the postal clerk to place a hand-cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- d. The only acceptable evidence to establish the time of receipt at the PCHA is the time/date stamp of the PCHA on the proposal wrapper or other documentary evidence of receipt maintained by the PCHA.
- e. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the date entered by the post office receiving clerk on the "Express Mail Next Day Service – Post Office to Addressee" Label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in 5.c above. Therefore, responding parties should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a respondent to acknowledge receipt on the envelope or wrapper.
- f. Notwithstanding 5.a, a late modification of an otherwise successful bid that makes its terms more favorable to the PCHA will be considered at any time it is received and may be accepted.
- g. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram, fax machine, or electronic mail received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or fax machine withdrawals over the signature of the responding party is mailed and postmarked prior to the specified deadline for bids. A bid may be withdrawn in person by a responding party or its authorized representative if, before the exact deadline, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **6. Bid Review**

- a. All bids received prior to the deadline specified in this solicitation will be opened immediately pursuant to the deadline in a public meeting. They will be reviewed privately. Responding parties will be informed of the decisions reached by PCHA within the timeframe established in this document.

## **7. Service of Protest**

- a. Definitions as used in this provision:
  - i. "Interested Party" means actual or prospective bidder whose direct economic interest would be affected by the award of the contract.
  - ii. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:
 

Pierce County Housing Authority  
603 Polk St S  
Tacoma, WA, 98444
- c. All protests shall be resolved in accordance with the PCHA's protest policy and procedures, copies of which are maintained at the PCHA.

## **8. Contract Award**

- a. The PCHA will evaluate bids in response to this solicitation in accordance with PCHA Procurement

Policy for Small Purchases using Non-Federal Funds, without discussions with responding parties, and will award a contract to the responsible, responsive respondent whose bid is determined to be of the Best Value, usually the lowest price, and most advantageous to the PCHA.

- b. A respondent or respondents who are determined to be not responsible after an evaluation of the Responsibility Criteria or Supplementary Responsibility Criteria responses in accordance with RCW 39.04.350 will have 48 hours from receipt of the notice of non-responsibility to register an appeal of the determination of non-responsibility. The appeal may be delivered electronically, via delivery such as USPS, or by hand to the address set for the receipt of delivered bids.
- c. If the apparent low bid received in response to this solicitation exceeds the PCHA's available funding for the proposed contract work, the PCHA may either accept separately priced items (See 8.e below) or use the following procedure to determine contract award. The PCHA shall apply in turn to each bid (proceeding in order from the apparent lowest bid to the highest bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PCHA's available funding, then award shall be made to that respondent. If no bid is within the available funding amount, then the PCHA shall apply the second deductible item. The PCHA shall continue this process until an evaluated low bid, if any, is within the PCHA's available funding. If upon the application of all deductibles, no bid is within the PCHA's available funding, or if the solicitation does not request separately priced deductibles, the PCHA shall follow its written policy and procedures in making any award under this solicitation, or canceling the solicitation.
- d. In the case of tie low bids, award shall be made in accordance with the PCHA's written policy and procedures.
- e. The PCHA may reject any and all bids, accept other than the lowest bid (e.g. the apparent low bid is unreasonably low) and/or waive informalities or minor irregularities in bids received, in accordance with the PCHA's written policy and procedures.
- f. Unless precluded elsewhere in the solicitation, the PCHA may accept any item or combination of items bid.
- g. The PCHA may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed, A bid is materially unbalanced when it is based on prices significantly less than cost for some work and/or prices which are significantly overstated for some work.
- h. A written award will be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### **9. Bid Guarantee (applicable to construction and equipment exceeding \$35,000)**

- a. All bids must be accompanied by a negotiable bid guarantee, which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, a bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government Bonds and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of the Pierce County Housing Authority. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

## 10. Assurance of Completion

- a. Unless otherwise provided in state law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance shall be:
  - ☐ A performance and payment bond in a penal sum of 100% of the contract price, or, as may be required or permitted by State law; (Projects in excess of \$35,000)
  - ☐ Separate performance and payment bonds, each for 50% or more of the contract price;
  - ☐ A 20% cash escrow;
  - ☐ A 25% irrevocable letter of credit.
- b. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as such sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 40114<sup>th</sup> St SW, 2<sup>nd</sup> Floor, West Wing, Washington, D.C. 20226.
- c. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- d. Failure by the successful respondent to obtain the required assurance of completion within the time specified, or within such extended period as the Housing Authority may grant based upon reasons determined adequate by the PCHA, shall render the respondent ineligible for the award. The PCHA may then either award the contract to the next lowest bid or solicit new bids. The PCHA may retain the ineligible respondent's guarantee.

## 11. Pre-Construction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a pre—construction conference with representatives of the Pierce County Housing Authority and its Architect/Engineer (if applicable), and other interested parties convened by the PCHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g. Equal Employment Opportunity, Labor Standards). Th PCHA will provide the successful bidder with the date, time, and place of the conference.





## PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Public Works Projects

This form is required for Public Works contracts awarded by Pierce County Housing Authority.

The form is used by Pierce County Housing Authority in solicitations to provide necessary contract clauses.

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## Conduct of Work

### 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PCHA to perform architectural, engineering, design, project management and other services related to the work as provided for in the contract. When the PCHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Owner. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PCHA and the Contractor. It includes the forms of Bid, the Bid Manual, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction the applicable wage rate determinations from Washington State Department of Labor and Industries, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PCHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PCHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PCHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled **Specifications and Drawings for Construction** herein.
- (D) **"HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PCHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PCHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.**
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PCHA" means the Public Housing Agency organized under applicable state law, which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

- U) "Work" means materials, workmanship, and manufacture and fabrication of components.

## **2. Contractor's Responsibility for Work**

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PCHA pursuant to the clause entitled Availability and Use of Utility **Services** herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least thirty – three [33] percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PCHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PCHA, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

### **(D The Contractor shall confine all operations (including storage of materials) on PCHA premises to areas authorized or approved by the Contracting Officer.**

- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall: (1) Remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PCHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.
- (i) The Contractor and all of its subcontractors and agents are required to conduct all activities related to this project in a lawful, professional, and respectful manner at all times. Behavior that is unlawful, unprofessional, threatening, or inappropriate in any way may result (in the Housing Authority's sole discretion) in the immediate termination of contracts for cause and/or a directive barring individuals from the project. Contractor shall be responsible for any damages, delays, and/or cost increases resulting from a breach of this obligation, and shall indemnify, defend, and hold the Housing Authority harmless from any claims arising therefrom.
- U) The Contractor shall ensure that neither it nor any subcontractor or agent employs or otherwise utilizes on this project any person who has been convicted of any felony crime, including but not limited to crimes specified in RCW 28A.400.322. Contractor shall ensure that all employees and those of its subcontractors and agents are legally eligible to work in the United States. Contractor shall perform reasonable background checks in advance of commencing work to confirm the eligibility of all employees and subcontractor/agent personnel. Failure to comply with these obligations may result (in the Housing Authority's sole discretion) in the immediate termination of contracts for cause and/or a directive barring individuals from the project. Contractor shall be responsible for any damages, delays, and/or cost increases resulting from a breach of this obligation, and shall indemnify, defend, and hold the Housing Authority harmless from any claims arising therefrom.

### 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, if any, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Owner's technical representative with respect to architectural, engineering, project management and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which:
  - (1) Institutes additional work outside the scope of the contract without owner's approval;
  - (2) Constitutes a change as defined in the **Changes** clause herein without owner's approval;
  - (3) Causes an increase or decrease in the cost of the contract without owner's approval;
  - (4) Alters the Construction Progress Schedule without owner's approval; or
  - (5) changes any of the other express terms or conditions of the contract without owner's approval.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
  - (1) Making periodic visits to the work site and on the basis of his/her on-site inspections, issuing written

- reports to the PCHA, which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
- (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to-(i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

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

## Construction Requirements

### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract award, and prior to the commencement of work, the Contractor shall attend a pre-construction conference with representatives of the PCHA, its Architect, and other interested parties convened by the PCHA. The conference will serve to;
1. acquaint the participants with the general plan of the construction operation,
  2. deliver post award documents to the PCHA,
  3. submit Performance and Payment Bonds to PCHA,
  4. submit the contractor's schedule(s) to PCHA and
  5. Address any other requirements of the contract which may be necessary.

**The PCHA will provide the Contractor with the date, time, and place of the conference.**

- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

### 6. Construction Progress Schedule

- (a) The Contractor shall, at the pre - construction conference, submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled ***Inspection and Acceptance of Construction***, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PCHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting

the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

## 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to,
  - (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
  - (2) the availability of labor, water, electric power, and roads;
  - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
  - (4) the conformation and conditions of the ground; and
  - (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PCHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PCHA.
- (b) The PCHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PCHA. Nor does the PCHA assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
  - (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
  - (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work



shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PCHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. 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. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "pre-scribed", or words of like import are used, it shall be under-stood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PCHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes

drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PCHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PCHA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (D below).
- (n) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PCHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PCHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

## 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

## 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Owner or Architect, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges pre-paid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

- (2) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (3) Approval of a sample shall not constitute a waiver of the PCHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (4) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials, which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (5) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

## 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled "**Changes**" herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all licenses and obtain any Permits required for the proper

execution and completion of the work.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the State at WAC 296-800 and RCW 49.17.010 and,
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by WAC 296-800-320

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PCHA or the Department of Labor and Industries for the State of Washington shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

**The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work,**

**and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PCHA in the condition and at the time required by the specifications.**

#### 15. Availability and Use of Utility Services

- (a) The PCHA shall make all reasonably required amounts of utilities available to the Contractor from existing supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PCHA or at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PCHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities
  - (1) at or near the work site and
  - (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

**Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.**

- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected,

cleaned, and replaced in the same condition as at the time of award of this contract.

**(D 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.**

- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any affected adjoining or adjacent property owner or other affected party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PCHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PCHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor or withhold the cost from progress payments to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PCHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading



capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water (Applicable to Contracts in Excess of \$100,000)

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to -
  - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
  - (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
  - (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
  - (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as PCHA may direct as a means of enforcing such provisions.

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
  - (1) **"Acceptance"** means the act of an authorized representative of the PCHA by which the PCHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.



- (2) **"Inspection"** means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) **"Testing"** means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PCHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
  - (c) PCHA inspections and tests are for the sole benefit of the PCHA and do not:
    - (1) relieve the Contractor of responsibility for providing adequate quality control measures;
    - (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance;
    - (3) constitute or imply acceptance; or,
    - (4) affect the continuing rights of the PCHA after acceptance of the completed work under paragraph U) below.
  - (d) The presence or absence of the PCHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
  - (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PCHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The PCHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.

**(D The PCHA may conduct routine inspections of the construction site on a daily basis.**

- (g) The Contractor shall, without charge, replace or correct work found by the PCHA not to conform to contract requirements, unless the PCHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PCHA may
  - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or

(2) terminate for default the Contractor's right to proceed.

- (i) If any work requiring inspection is covered up without approval of the PCHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PCHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

**U) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PCHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PCHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PCHA's right under any warranty or guarantee.**

## 21. Use and Possession Prior to Completion

- (a) The PCHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PCHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PCHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PCHA has such possession or use, the Contractor shall be relieved of the responsibility for: (1) the loss of or damage to the work resulting from the PCHA's possession or use, notwithstanding the terms of the clause entitled **Permits and Codes** herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the PCHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

**The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.**

### 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph U) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **one year** from the date of final acceptance of the work. If the PCHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of **one year** from the date that the PCHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PCHA-owned or controlled real or personal property when the damage is the result of-
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for **one year** from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PCHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**(D With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:**

- (1) Obtain all warranties that would be given in normal commercial practice.
- (2) Require all warranties to be executed in writing, for the benefit of the PCHA; and,
- (3) Enforce all warranties for the benefit of the PCHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PCHA may bring suit at its own expense to enforce a subcontractor, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

Contractor shall not be liable for the repair of any defect of material or design furnished by the PCHA nor for the repair of any damage that results from any defect in PCHA furnished material or design.

- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- U) This warranty shall not limit the PCHA's rights under the **Inspection and Acceptance of Construction** clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

**The Contractor is prohibited from placing a lien on the PCHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.**

## Administrative Requirements

### 25. Contract Period

**The Contractor shall complete all work required under this contract within sixty (60) calendar days of the effective date of the contract, taken from the date of the notice to proceed issued by the Contracting Officer.**

### 26. Order of Precedence

**In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail.**

### 27. Payments

- (a) The PCHA shall pay the Contractor the price as provided in this contract.
- (b) The PCHA shall make progress payments approximately every 30 days as the work proceeds, based on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PCHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors, which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit periodic estimates showing the value of the work performed during each period based upon the approved break-down of the contract price. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall

furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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**Name:**

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**Title:**

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**Date:**

**(D) Except as otherwise provided in State law, the PCHA shall retain five (5) percent of the amount of progress payments (applicable to Contracts of \$35,000 or more) until completion and acceptance of all work under the contract and receipt of a notice of release of interest from the State Agencies having a claim to the retained percentage.**

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment that includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require assuring the protection of the PCHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PCHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PCHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PCHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PCHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PCHA and to seek redress for its damage only from those who directly caused it.
- (i) The PCHA shall make the final payment due the Contractor under this contract after
  - (1) Completion and final acceptance of all work; and
  - (2) Approval of all required Affidavit of Wages paid forms by WA dept of Labor and Industries
  - (3) Presentation of release of all claims against the PCHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
  - (1) The PCHA shall not determine or adjust any claims for payment or disputes arising thereunder

- between the Contractor and its subcontractors or material suppliers; or,
- (2) with-hold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PCHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## **28. Contract Modifications**

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters, which do not change the rights or responsibilities of the parties (e.g., change in the PCHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

## **29. Changes**

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PCHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) The date, circumstances and source of the order and
  - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the



PCHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
  - (1) receipt of a written change order under paragraph (a) of this clause, or
  - (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal.

**If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.**

- (f) **The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:**

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and not normally treated as direct costs. Fringe benefits
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled **Disputes**

herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.**

### **30. Suspension of Work**

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PCHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted
  - (1) by an act of the Contracting Officer in the administration of this contract, or
  - (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed
  - (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and,
  - (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### **31. Disputes**

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or

is not acted upon in a reasonable time.

- (b) Except for disputes arising under the clauses entitled ***Labor Standards and Labor Standards- Non-routine Maintenance***, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PCHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor
  - (1) appeals in writing to a higher level in the PCHA in accordance with the PCHA's policy and procedures,
  - (2) refers the appeal to an independent mediator or arbitrator, or
  - (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 (unless otherwise indicated) days after receipt of the Contracting Officer's decision.

**(D The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.**

### **32. Default**

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PCHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PCHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PCHA in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if-
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God, or of the public enemy,
  - (ii) acts of the PCHA or other governmental entity in either its sovereign or contractual capacity,
  - (iii) acts of another contractor in the performance of a contract with the PCHA,
  - (iv) fires,
  - (v) floods,
  - (vi) epidemics,
  - (vii) quarantine restrictions,
  - (viii) strikes,
  - (ix) freight embargoes,
  - (x) unusually severe weather, or
  - (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 1Q days (10 days unless otherwise indicated) from the beginning of such delay(unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision, which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PCHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled **Default** of this contract, the Contractor shall pay to the PCHA as liquidated damages, the sum of **\$100.00** for each calendar day of delay. 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. To the extent that the Contractor's delay or non-performance is excused under another clause in this contract, liquidated damages shall not be due the PCHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PCHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PCHA in completing the work.
- (c) If the PCHA does not terminate the Contractor's right to proceed, the resulting damage will consist of

liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PCHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PCHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PCHA of a properly presented claim setting out in detail:
  - (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor;
  - (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PCHA to the Contractor or by the Contractor to the subcontractor or supplier;
  - (3) the cost of preserving and protecting the work already performed until the PCHA or assignee takes possession thereof or assumes responsibility therefor;
  - (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PCHA; and
  - (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract.

### 35. Assignment of Contract

**The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PCHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.**

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PCHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than **\$1,000,000.00** per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site not covered by Automobile Liability under (3) below. If the contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
  - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than **\$500,000.00** per occurrence.
- (c) Before commencing work, the Contractor shall furnish the PCHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PCHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PCHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PCHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PCHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PCHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PCHA's existing fire and extended coverage policy can be endorsed to include such work.
- (d) All insurance shall be carried with companies, which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract:
  - (1) **"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.
  - (2) **"Subcontractor"** means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PCHA.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

**The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:**

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



### 39. Equal Employment Opportunity

**During the performance of this contract, the Contractor agrees as follows:**

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) 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, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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 race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) **The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.**
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of



Labor or as otherwise provided by law.

- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

violation of the regulations in 24 CFR part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled
  - (1) after the contractor is selected but before the contract is executed, and
  - (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- (f) **Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.**

#### 41. Interest of Members of Congress

**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 that may arise therefrom.**

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

#### 43. Limitations on Payments made to influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of title 31, United States Code 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, and 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.
- (b) The Contractor further agrees to comply with the requirement of the 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.
- (c) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the

Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this clause.

#### 44. Royalties and Patents

**The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PCHA harmless from loss on account thereof; except that the PCHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or products specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.**

#### 45. Examination and Retention of Contractor's Records

- (a) The PCHA, State of Washington, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. **"Subcontract,"** as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to
  - (1) appeals under the **Disputes** clause of this contract,
  - (2) litigation or settlement of claims arising from the performance of this contract, or
  - (3) costs and expenses of this contract to which the PCHA, State of Washington or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - The Washington State Public Works Act

- (a) The Law
 

**Enacted in 1945, the Washington State Public Works Act, also known as the "prevailing wage law" is a worker protection act. It requires that workers be paid prevailing wages when employed on public works projects, and on public building service maintenance contracts.**
- (b) Purpose

The Public Works Act is modeled after the federal Davis-Bacon Act which was enacted to protect the employees of contractors performing public works construction from substandard earnings, and to preserve local wage standards. The employees, not the contractor or its assignee, are the beneficiaries of the Act. It is remedial and should be liberally construed. In other words, the Washington State Department of Labor and Industries (department) is directed to apply the law in ways that carry out its intent, which is to protect workers.

(c) Application

The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive, administrative or professional in nature. For example, the Act does not apply to the work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing Wage application depends on the work that is performed, regardless of the worker's job title. Any doubts or questions regarding the applicability of the prevailing wage law should be directed to the Prevailing Wage Office.

(d) Public Work

(1) Defined

**Public work is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction.**

(2) Public Building Service Maintenance Contracts

**Prevailing wages are also required on all public building service maintenance (janitorial) contracts.**

(3) Offsite Prefabrication

**The offsite fabrication of nonstandard items specifically for a public works project is also considered to be public work for which prevailing wages are required. Examples of this include, but are not limited to, fabrication of ducts for heating, ventilation, and air conditioning systems, certain concrete tunnel liners and certain steel prefabrication.**

(4) Maintenance

**Prevailing wages are also required to be paid on all maintenance performed by contract.**

(5) Material Suppliers

**The production and delivery of sand, gravel, crushed rock, concrete, asphalt and other similar materials would require the payment of prevailing wage rates when that work is executed under a public works contract.**

(6) Turnkey Projects (Lessee/Lessor relationships between public and private parties)

**Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the state or a municipality causes to be performed by a private party through a contract to rent, lease, or purchase at least fifty percent of the project by one or more state agencies or municipalities.**

(e) Prevailing Wage

## (1) Defined

**Prevailing Wage** is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

## (2) Survey Methodology

The Industrial Statistician determines all prevailing wage rates. Surveys are conducted in which employers and labor unions are invited to submit wage and hour data to the Industrial Statistician. If the majority of workers in a trade or occupation, in the largest city in a county, are paid at the same wage rate, that wage becomes the prevailing wage. If not, an average wage is calculated.

## (3) Fringe Benefits and Overtime

The prevailing rate of wage also includes usual benefits. Usual benefits include medical insurance, pensions, apprenticeship training programs, and vacation and holiday pay. Deductions from workers' paychecks are not usual benefits. Usual benefits are employer-paid. Benefits that are required by law (industrial insurance, social security, etc.) do not qualify as usual benefits. Employers must pay a wage and usual benefit package that adds up to the prevailing rate of wage. If an employer does not provide usual fringe benefits, then the total prevailing wage rate must be paid as an hourly wage. Special overtime rates are also established for each trade and occupation.

**(D) Intents and Affidavits**

## (1) Requirement

Public works contracts require that each and every employer on the project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) forms. The forms are filed with the department and, once they are approved, are submitted by the employer to the agency administering the contract. There is no lower dollar limit. That is, Intent and Affidavit forms are required for every public works contract regardless of the size of the contract.

## (2) Intents

The Intent form is filed immediately after the contract is awarded and before work begins, if that is possible. The agency administering the contract may not make any payments until contractors have submitted an Intent form that has been approved by the Industrial Statistician.

## (3) Affidavits

The Affidavit form is not filed until after all the work is completed. The agency administering the contract may not release final retainage until all contractors have submitted an Affidavit form that has been certified by the Industrial Statistician.

## (4) Alternate Method for Contracts \$2500 or Less

**An alternate method is available to public agencies that involves the processing of the forms by that agency, rather than by the Industrial Statistician. This method applies only to projects with a total cost of less than \$2500, and makes the public agency directly liable to workers for any unpaid prevailing wages. More information regarding this method may be obtained by contacting the Prevailing Wage Office.**

**(g) Rights of Workers**

**(1) Background**

**The Public Works Act is a worker protection law where the worker, not the employer, is the beneficiary. It provides for minimum wage rates that must be paid to workers on public works construction projects, so that any incentives to reduce wages to benefit the employer are removed.**

**(2) Posting**

**Intent forms listing the labor classifications and wages used on the project are required to be posted for the employees' inspection at the job site, for projects over \$10,000. On road construction, sewer line, pipeline, transmission line, street or alley improvement projects, the employer may post this form at the nearest local office, gravel crushing, concrete or asphalt batch plant, as long as the employer provides a copy of the Intent form to the employee upon request. In the event that the Intent form has not been approved by the department before work begins, the complete listing of prevailing wage rates for that county may be posted and distributed in lieu of the approved Intent form.**

**(3) Check Stubs**

**Washington employment law requires the employer to provide, with each employee's paycheck, an itemized statement showing time worked, rates of pay, gross wages and listing all deductions. The employee should not have to ask for this; it should be provided with each paycheck.**

**(4) Other Records**

**The employer is required to keep other records in addition to the "check stub" information regarding employees' deductions. Payroll records must be kept showing the name, address, Social Security number, trade or occupation, straight time rate, hourly rate of usual benefits and overtime hours worked each day and week, including agreements to work up to 10-hour days, and the actual rate of wages. Certified copies of those payroll records must be submitted within ten days of receiving a written request from any interested party.**

**(5) Wage Claims**

**If an employee has not been paid the proper prevailing wage, the employee is entitled to file a wage claim with the department. This involves filling out a form and providing information showing work hours and rates of pay. In a wage claim investigation, the employer has the right to know the name of the claimant.**

**(6) Complaints**

**Anyone, not just a worker, may file a complaint. Complaints filed after retainage has been released may not be investigated by the department. Complaints are processed in much the**

**same way as wage claims. While identities of persons filing wage claims are usually disclosed to the employer, identities of persons filing complaints are not.**

(h) Responsibilities of Awarding Agencies

(1) Contracts for Public Work

**Employers are not responsible for making the legal determination of whether a contract does or does not meet the definition of a "public works" contract. Public agencies, in awarding a contract, must make the determination of whether that contract involves "public work" and communicate it to the employers in the bid specifications and contracts.**

(2) Disbursal of Public Funds

**Agencies may not make any payments where employers have not submitted an Intent form that has been approved by the Industrial Statistician. Agencies may not release retainage until all employers have submitted an Affidavit form that has been certified by the Industrial Statistician. The requirement to submit these forms should also be stated in the contract.**

(3) Withholding of funds.

**PCHA shall, upon written request of an authorized representative of the Department of Labor and Industries, withhold from the Contractor under this contract or any other Public Works contract with the same prime Contractor, so much of the accrued payments or advances as is determined necessary to pay workmen, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract.**

(4) Contract Administration

**Though not legally required, the following activities may be performed by the PCHA to ensure compliance with the Public Works Act.**

- i. Job site inspections may be performed on a routine or periodic basis to verify compliance. These inspections will include checking to see that a copy of the Intent is posted at the job site. Workers may be randomly interviewed to verify that prevailing wages are received. Apprentice workers will be asked to show their registration cards.
- ii. References will be checked when the agency is empowered to select the lowest responsible bidder.
- iii. Contractor registration status will be confirmed.
- iv. Verify Industrial Insurance Status. Find out whether an employer has an industrial insurance (workers' compensation) account with L&I, number of workers reported and that premiums have been paid.

(i) Responsibilities of Employers

(1) Contractual Obligations

**Employers must abide by the terms of their contracts. On public works projects, the contract will state that prevailing wages must be paid to the workers, and will include a listing of the prevailing wage rates that apply to that contract.**

(2) Intent and Affidavit Forms



Employers must submit the Intent and Affidavit forms (approved and certified by the department) to the agency administering the contract in order to receive payment. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. Approval and certification of those forms by the Industrial Statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

(3) Labor Classifications

All work performed under a public works contract must be classified into one or more of the many labor classifications for which prevailing wage rates have been established, so that the appropriate wage can be applied. For example, workers installing sheet metal ducts are classified as Sheet Metal Workers, and should therefore receive the prevailing wage rate for that occupation. Employers are responsible to ensure that the proper classifications of labor are reported, and should take great care since this is where many mistakes are made. Scope of work descriptions are available as a guide in determining which labor classification is appropriate. Any doubts or unresolved questions regarding the appropriate classifications of labor should be directed to the Prevailing Wage office.

(4) Posting

An approved copy of the Intent form for each employer must be posted at the job site prior to the commencement of work for contracts in excess of \$10,000. In the event that the Intent form is in the process of being approved by the Industrial Statistician, the complete listing of the prevailing wage rates for the county where the job site is located may be posted until the approved form is received. Failure to meet these posting requirements is a violation of Chapter 39.12 RCW.

(5) Payroll Records

Contractors must keep accurate payroll records for three years following the date of acceptance of the project by the awarding agency. Payroll records must show the name, address, Social Security number, trade or occupation, straight time rate, hourly rate of usual benefits and overtime hours worked each day and week, including agreements to work up to 10-hour days, and the actual rate of wages. Upon receiving a written request by any interested party, the contractor must, within ten days, submit Certified Project Payroll records to the awarding agency and the department.

(6) Fringe Benefits

The prevailing rate of wage also includes usual benefits. Usual benefits include medical insurance, pensions, apprenticeship training programs, and vacation and holiday pay. Deductions from workers' paychecks are not usual benefits. Usual benefits are employer-paid. Benefits that are required by law (industrial insurance, social security, etc.) do not qualify as usual benefits. Employers must pay a wage and usual benefit package that adds up to the prevailing rate of wage. If an employer does not provide usual fringe benefits, then the total



**prevailing wage rate must be paid as an hourly wage. Special overtime rates are also established for each trade and occupation.**

(j) Bids and Contracts

(1) Timing

**The prevailing wage rates in effect on the bid opening date are the prevailing wage rates that apply to that project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rates in effect on the date of the award shall apply for the duration of the contract.**

(2) Minimum Dollar Amount

**There is no minimum dollar amount for public work or prevailing wage. All contracts between a public agency and a private employer, to perform work at the cost of the public agency, are public works contracts and require the payment of prevailing wages.**

(3) Disputes

**The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.**

(4) Joint State-Federal Projects

**For projects where both the state prevailing wage law and the federal Davis-Bacon and related Acts apply, contractors must pay the higher of the state or the federal wage rates, on a classification by classification basis.**

(k) Payment of Reduced Wage Rates

**There are four circumstances in which a wage that is less than the journey level prevailing wage rate may be paid**

(1) Apprentices

**Apprentices are defined as those workers for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council. Under this law, any "helper" or other type of assistant who is not registered with the Washington State Apprenticeship and Training Council is to be considered to be a fully qualified journey level worker, and must be paid the full journey level wage. Workers registered with the Washington State Apprenticeship and Training Council are entitled to the prevailing wage rates for an apprentice of that trade.**

(2) Vocationally Handicapped

**Workers whose earning capacity is impaired by physical or mental deficiency or injury may be employed upon public works for reduced wages under special certificates issued by the department. The certificate lists the percent of journey level wage that may be paid to the**

**worker on public works projects. These certificates are filed by nonprofit vocational rehabilitation programs and may be obtained by contacting the Prevailing Wage office.**

**(3) Sole Proprietors, Partners, and Officer/Owners**

- i. Sole owners of their own businesses who perform the actual work *themselves* are not required to pay *themselves* the prevailing wage rates.
- ii. Partners in a partnership who own at least 30% of a company are likewise not required to pay *themselves* prevailing wage rates.
- iii. The President, Vice President and Treasurer of a corporation are not required to pay *themselves* **prevailing wage, as long as each owns at least 30% of the corporation.**
- iv. These companies are not exempt from the remaining requirements of the statute, including the filing of Intent and Affidavit forms.
- v. Any worker who owns less than 30% of the company is not exempt and must be paid the prevailing wage rate.

**(4) Public Employees**

**Workers regularly employed on a monthly or per diem salary by the state or any political subdivision created by its laws are exempt from the requirements of the prevailing wage law.**

## **Contracting Requirements**

### *Contract Agreement*

**The "Standard Form Agreement for Construction of Public Works Projects" through the Pierce County Housing Authority, shall be the Form of Agreement for this contract.**

- A. A model of said Contract is included in the invitation for bids.**
- B. A 100% Performance Bond and a 100% Payment Bond will be required by Pierce County Housing Authority and must be acceptable by the Pierce County Housing Authority (applicable to Projects in excess of \$35,000.00). The Performance Bond covering Performance and Labor Material Payment and One-Year Maintenance, in form as required by R.C.W. 39.08 of the State Statutes for Public Work, shall be the only acceptable instrument.**
- C. Five (5) percent of each application payment or the project total will be held in a construction retainage savings account until such time as Washington State Department of Revenue issues a notice to release the funds or request the funds be forwarded to them to be applied against any balances deemed outstanding by the Department of Revenue. RCW 60.28.040, 050 and 060. (Applicable to Projects in excess of \$35,000.00)
- D. The "Post Award Documents are required of the Prime Contractor and **ALL** sub-Contractors before payments can be made.

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## CONTRACT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made this \_\_\_\_\_/\_\_\_\_\_, by and between the PIERCE COUNTY HOUSING AUTHORITY [the "Owner"] and \_\_\_\_\_[the "Contractor."]

IN CONSIDERATION of the payments and agreements herein identified, the Contractor hereby agrees to commence and complete for the Owner the construction services described below:

1. Project: \_\_\_\_\_  
\_\_\_\_\_
2. Price: For the above mentioned construction services, hereinafter called the "Project", the Owner agrees to pay the Contractor an amount not to exceed the sum of.....  
.....  
inclusive of all taxes, fees, and costs of doing business used by contractor to arrive at the proposal amount. Payment shall be made in accordance with and pursuant to all the terms and conditions of any Project Advertisement for Bids or Requests for Proposals and the Contract Documents, copies of which are hereby declared and accepted as parts of this Agreement as fully as if set forth herein. The Contractor's bid or proposal is accepted as part of this Agreement as fully as if set forth herein. The Owner shall not be liable for any increased cost or price unless an authorized, signed Change Order has been executed prior to any work being performed.
3. Indemnity: The Contractor agrees to indemnify, defend, protect and hold harmless the Owner and its agents and employees from all claims, suits, actions, liabilities, losses, demands, damages, expenses, including legal expenses, bodily injury, or property damage arising from any and all defects appearing or developing in the workmanship or material performed or furnished by the contractor under this Agreement.
4. Payment Terms: The Contractor agrees to accept as full payment hereunder that amount specified in the Price above. Owner agrees to make application payments on the basis of a duly certified and approved statement of the work performed under this Contract in accordance with the contractor's approved schedule of values for the project. Owner will make payment within 30 days of acceptance of the work and approval of Invoice by the Owner's Project Administrator. Invoice must show a separate line for deduction of five (5) percent of each application for payment. Said retained amounts will be held in trust until a retainage release is issued by all State Offices that may have a claim to the retained amounts.
5. Schedule and Liquidated Damages: Construction shall commence within Ten (10) Calendar days

following receipt of Owner's approval of the contract documents and plans, taken from the written notice to proceed. Construction shall be completed within ( ) **Calendar Days** from the date of the written Notice to Proceed. The Owner and Contractor agree that in the event this project is not completed on time, the Owner's damages are difficult to calculate. As a result, the Owner and Contractor agree that if the project is not completed by the completion date, the Contractor shall be liable to Owner for liquidated damages in the amount of \$100.00/Per Calendar Day.

6. Compliance with Laws The Contractor in the performance of this Agreement shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.  
The Contractor specifically agrees to pay any applicable business license fees and taxes which may be due on account of this Agreement
7. Nondiscrimination The Contracting Agency is an equal opportunity employer.
  - A. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.
  - B. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
  - C. If any assignment and/or subcontracting has been authorized by the Contracting Agency, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provision in the immediately preceding paragraphs herein.
8. Non-Assignability: The Contractor may not assign, subcontract or delegate duties under this Contract without the prior written consent of Owner.

9. Enforcement: Any dispute as to the enforcement or interpretation of this Contract shall/may be determined by arbitration. The prevailing party in any suit or arbitration arising under this Contract shall be entitled to reasonable attorneys and expert witness fees and costs. Washington law will govern the interpretation and enforcement of this Contract. Venue shall only be in Pierce County, Washington.
10. Integration: The following documents are included as part of this Agreement:
  - (a) Invitation to Bid;
  - (b) Bid Manual
  - (c) Contractor's bid or Proposal;
  - (d) Drawings, specifications, technical specifications and supplementary conditions; and
  - (e) Prevailing wage rates included in the bid documents

This written contract represents the entire agreement between the parties. All prior representations, promises or statements merge with this written contract.

11. Amendment: Any amendment to the contract must be in writing signed by both parties.
12. Severability: If one or more of the contract clauses are found to be unenforceable, illegal or contrary to public policy, the contract will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
13. Termination: Performance of the work under this Agreement may be terminated, suspended or abandoned for any cause deemed sufficient by the Owner, in whole or in part at any time by the Owner by giving the Contractor written notice of such termination, specifying the extent and effective date of termination, suspension or abandonment. After receipt of any such notice, the Contractor shall stop work hereunder to the extent and to the date specified in the notice, terminate all subcontracts or other commitments to the extent those contracts relate to the work terminated, and deliver to the Owner all reports, computations, drawings, specifications and other material and information prepared and developed hereunder in connection with the work terminated. Except as provided in this clause, any such termination shall not alter or affect the rights and obligations of the parties under this Agreement.
14. Notices: Any and all notices affecting or relative to this Contract shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent by facsimile or similar electronic communication with a hard copy mailed to the respective party being notified at the address or facsimile number listed with the party's respective signature. Such notice to Owner shall be in duplicate, one each directed to the Project Administrator and the Executive Director. The parties' addresses may be changed by the same method of notice.
15. Indemnification and Insurance: The Contractor shall indemnify and hold harmless PCHA, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend

at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the Contractor, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The Contractor shall, prior to commencing work under this Agreement, provide to PCHA certificates of insurance evidencing the following insurance coverages and limits.

- A) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
  - B) Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.
  - C) Workers' Compensation, in accordance with state or Territorial Workers' Compensation
  - D) Said insurance policies shall name **PCHA - 1525 108th St S Tacoma WA 98444** as an additional insured thereunder as respects any operations of the Independent Contractor in connection with this Agreement.
  - E) It is agreed that these insurance policies are primary over any insurance that may be carried by PCHA and it is agreed that PCHA will be given not less than thirty- (30) days advance written notice of any termination of this policy.
16. Bond: Payment Bond and Performance Bond each in the amount of one hundred percent of the bid must be provided and approved prior to construction commencing. A recognized surety licensed to provide the service in Washington State as listed in circular 570 must issue bonds. (Applicable to projects in excess of \$35,000.00.)
17. Contractor's employees - Prevailing Wage Requirements: The Contractor shall be responsible for payment of wages and salaries, plus all appropriate and timely employment related contributions, for all employees of the Contractor, including but not limited to Worker's Compensation Insurance and Unemployment Insurance. The Contractor shall also comply with applicable prevailing wage requirements, and shall document the same to the Contracting Agency upon request, and shall file with



the Contracting Agency appropriate affidavits, certificates and/or statements of compliance with the prevailing wage requirements. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the requirements thereof.

18. Intent to Pay Prevailing wages and Affidavits of Wages paid: Immediately after award of the contract and prior to beginning work, if possible, the Contractor and all Sub - contractors must provide an approved Intent to Pay prevailing Wages form to the Owner. In the event work is allowed to begin prior to receipt of the form, the Owner will withhold any payment until the form is received. Upon completion of the contract the Contractor and all Sub- contractors must provide an approved Affidavit of Wages paid to the Owner. Final payment will not be made in advance of the forms being received.
19. Independent Contractor Relationship: The parties intend that the relationship of an Independent Contractor between the Contractor and the Contracting Agency will be created by this agreement. The Contracting Agency is interested primarily in the results to be achieved. The implementation of services will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its own acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
20. Continuation of Performance: In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.
21. Contract Administration: This Contract shall be administered by the \_\_\_\_\_ on behalf of the Contractor and by the Director of the Pierce County Housing Authority on behalf of the Contracting Agency. Any written notices required by terms of the Contract shall be served or mailed to the following address (es):

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

Pierce County Housing Authority, a  
municipal corporation

CONTRACTOR

**SAMPLE**

\_\_\_\_\_  
James Stretz, Executive Director  
Pierce County Housing Authority  
1525 - 108th St S Tacoma WA  
98444

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name) (Printed)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

(Phone): \_\_\_\_\_

L & I Acct. No.: \_\_\_\_\_

UBI No.: \_\_\_\_\_

## **WAC 458-20-17001**

### **Government contracting-Construction, installations, or improvements to government real property.**

(1) Special business and occupation tax applications and special sales/use tax applications pertain for prime and subcontractors who perform certain construction, installation, and improvements to real property of or for the United States, its instrumentalities, or a county or city housing authority created pursuant to chapter 35.82 RCW. These specific construction activities are excluded from the definition of "sale at retail" under RCW 82.04.050. All other sales to the United States, its agencies or instrumentalities are taxable as retail sales or wholesale sales, as appropriate. See WAC 458-20-190.

(2) The definitions of terms and general provisions contained in WAC 458-20-170 apply equally for this rule, as appropriate. In addition, the terms, "clearing land" and "moving earth" include well drilling, core drilling, and hole digging, whether or not casing materials are installed and any grading or clearing of land, including the razing of buildings or other structures.

#### **Business and Occupation Tax**

(3) Amounts derived from constructing, repairing, decorating, or improving new or existing buildings or other structures, including installing or attaching tangible personal property therein or thereto, and clearing land or moving earth, of or for the United States, its instrumentalities, or county or city housing authorities of chapter 35.82 RCW are taxable under the government contracting classification of business and occupation tax. The measure of the tax is the gross contract price.

(4) Government contractors who manufacture or produce any tangible personal property for their own commercial or industrial use as consumers in performing government contracting activities are subject to the manufacturing classification of business and occupation tax measured by the value of the property manufactured or produced. See also, WAC 458-20-134. The manufacturing tax applies even though the property manufactured or produced for commercial use may be subsequently incorporated into buildings or other structures under the government contract and may thereby enhance the gross contract price.

#### **Retail Sales Tax**

(5) The retail sales tax does not apply to the gross contract price, or any part thereof, for any business activities taxable under the government contracting classification. Prime and subcontractors who perform such activities are themselves included within the statutory definition of "consumer" under RCW 82.04.190 and are required to pay retail sales tax upon all purchases of materials, including prefabricated and precast items, equipment, and other tangible personal property which is installed, applied, attached, or otherwise incorporated in their government contracting work. This applies for all such purchases of tangible personal property for installation, etc., even though the full purchase price of such property will be reimbursed by the government or housing authority in the gross contract price. It also applies notwithstanding that the contract may contain an immediate title vesting clause which provides that the title to the property vests in the government or housing authority immediately upon its acquisition by the contractor.

(6) Also, the retail sales tax must be paid by government contractors upon their purchases and leases or rentals of tools, consumables, and other tangible personal property used by them as consumers in performing government contracting.

#### **Use Tax**

(7) The use tax applies upon the value of all materials, equipment, and other tangible personal property purchased at retail, acquired as a bailee or donee, or manufactured or produced by the contractor for commercial or industrial use in performing government contracting and upon which no retail sales tax has been paid by the contractor, its bailor or donor.

(8) Thus the use tax applies to all property provided by the federal government to the contractor for installation or inclusion in the contract work as well as to all government provided tooling.

(9) The use tax is to be reported and paid by the government contractor who actually installs or applies the property to the contract. Where the actual installing contractor pays the tax, no further use tax is due upon such property by any other contractor.

(10) Note to contractors: The United States Supreme Court has sustained the government contracting tax applications for this state, even though the ultimate economic burden of the tax is borne by the United States Government (*Washington v. US*, 75 L.Ed 2d 264, 1983).

(11) This rule does not apply to public road construction. See WAC 458-20-171.  
[Statutory Authority: RCW 82.32.300. WSR 86-10-016 (Order ET 86-9), § 458-20-17001, filed 5/1/86.]

# STATE OF WASHINGTON DEPARTMENT OF REVENUE EXCISE TAX BULLETIN

ETB 496.08.170

## CONTRACTORS FOR THE FEDERAL GOVERNMENT EXCISE TAX BULLETIN

**Effective July 1, 1975, persons performing contracts, whether as prime or subcontractors, for construction, decorating, repair or improvement of buildings for:**

- a. The federal government, its agencies or instrumentalities
- b. City or county housing authorities created under CH.35.82 RCW are subject to:
  - 1. Business tax on the gross contract price; this is to be reported as "government contracting" on line 15 of the excise tax return, the same line used for "public road construction" business tax. and such contractors are required to pay
  - 2. Sales tax (or use tax) on all purchases of materials.

Heretofore, contractors performing construction contracts for the Federal Government or housing authorities have been subject to business tax as sellers. They were not required to pay sales tax on their purchases because those purchases were for resale and their sales were also sales tax exempt because of the exempt status of the buyer. Substitute House Bill 86 was enacted as Chapter 90, Laws of 1975, 1st Ex. Sess. on May 27, 1975, to amend the statutory definition of "sale at retail" or "retail sale" to specifically exclude such construction contract work and to make such contractors consumers. The net effect of this amendatory act is to make all income from Federal or housing authority construction contracts subject to the same rate of business and occupation tax as before but under a new classification and to make such contractors liable for sales tax or use tax on all of their purchases of materials in performing such contracts.

The new law also amends RCW 82.04.190 to define as a "consumer" those persons who construct, repair, decorate or improve new or existing buildings or structures of or for the United States or housing authorities. Also included as "consumers" are persons who install or attach articles of tangible personal property in or to such buildings or structures.

Thus, retail sales tax applies upon the sale to such contractors of materials including prefabricated and precast items, equipment, fixtures and supplies consumed in the performance of such contracts.

Use tax also applies to the use of any articles produced or manufactured by contractors for their own use in performing such contracts and manufacturing business tax is due upon the value of such articles (see Rule 134).

The provisions of the amendatory act are effective as of July 1, 1975. However, in respect to contracts executed before July 1, 1975, or contracts bid upon before July 1, 1975, but awarded after that date, contractors who would bear any additional tax burden because of the act's provisions, which additional burden is not compensable by the Federal Government, are excused from payment of the additional tax amount.

**NOTE:** Sales to the federal government or housing authorities continue to be sales tax exempt as before. It is sales of materials to their contractors, which are made subject to sales tax by the change in the law.

\* PCHA provides this information as a general explanation of the impacts of sales tax on contracts with Housing Authorities. Bidders are instructed to inform themselves of their tax liabilities before submitting any bid.



# PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

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## POST-AWARD DOCUMENTS FOR A INVITATION FOR BIDS CONTRACT

## POST AWARD DOCUMENTS

Within 10 Calendar days after award and before a contract will be executed, the Prime Contractor will deliver completed, accurate forms as listed below for its own firm and any and all subcontract firms.

Required?

FORM	PRIME	SUBS
Subcontractor agreements with attachments	YES*	
Intent to Pay Prevailing Wages (L&I form)	YES	YES
Non-Collusion Affidavit	Included in Bid	YES
List of All Current Employees	YES	YES
Notice to Labor Unions	YES	YES
Performance and Payment bond	YES**	
Insurance Coverages with Additional Insured statement	YES	

\*Sub -Contracts(s) subsequently entered into during the term of the project shall be delivered within 15 days of execution.

\*\* Applicable to projects in excess of \$35,000.00

FOR INFORMATION REGARDING ON- LINE FILING OF WA DEPT OF L&I INTENT AND AFFIDAVIT  
FORMS

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[www.lni.wa.gov](http://www.lni.wa.gov)



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Non-Collusion Affidavit

Project: AH-23-02

Issue Date: February 10<sup>th</sup>, 2023

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

**The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said proposer has not directly or indirectly induced or solicited any other submitting party on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal, and that said proposer has not in any manner sought by collusion to secure him/herself an advantage over any other submitting party or parties.**

NOTARIZED:

Subscribed and sworn to before me \_\_\_\_\_ day of \_\_\_\_\_, in the year  
this \_\_\_\_\_

Notary Public in and for the State of  
Washington \_\_\_\_\_

Residing at: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature Date on Behalf of \_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed Name Title



**LIST OF ALL CURRENT EMPLOYEES**  
*Do not include Clerical Employees. Use additional pages if necessary.*

<b>Contractor/Sub:</b>		<b>Project:</b>	
------------------------	--	-----------------	--

Employee Name	Job Classification	Address	Phone


The contractor hereby certifies that: 1.
, it intends to hire additional employees; or 2.
, that it does NOT intend to hire additional employees to perform this project.

Certified by: Name of Contractor
Signature

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT AGENCIES**

☐ **NOTE:** If you are not affiliated with any labor unions or other employment agencies, so indicate by checking this box and signing below. No further information will be required.

---

To: \_\_\_\_\_  
(Name of union or organization)

**Subj.: Non-discrimination in employment**

RE: \_\_\_\_\_  
(Project title)

The undersigned is the recipient of a contract or subcontract through the Pierce County Housing Authority, and is bound by the provisions of Executive Order 11246 as amended, the Civil Rights Act, the Housing and Community Development Act and other federal and local laws and regulations.

Pursuant to the requirements of said contract or subcontract, it is the policy of this company not to discriminate against any employee because of race, color, creed, sex, age, national origin, income level or veteran status. In addition, this company will take affirmative action to employ, and to ensure said employees are treated during their employment, without regard to race, color, creed, sex, age, national origin, income level or veteran status. Such action shall include, but not be limited to activities related to:

1. Employment, Upgrading, Transfer or Demotion
2. Recruitment and Advertising
3. Rates of Pay or other forms of compensation
4. Selection for training including apprenticeship, layoff or termination

Please be advised that we are required in the performance of this contract to take Affirmative Action to recruit, and provide employment opportunities for women, minorities and Pierce County low-income residents. When we are seeking referral of applicants for employment, you are requested to furnish names of qualified women, minorities and Pierce County low-income residents whenever, and wherever possible. If, for some reason this request cannot be met, please so advise us in writing.

Please respond, indicating your understanding of our employment needs, and pledging your assistance and cooperation in meeting our equal opportunity and affirmative action obligations.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT BOND (PERFORMANCE BOND)**

Bond to the Pierce County Housing Authority

Bond #: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the Pierce County Housing Authority in the penal sum of \$ \_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the Pierce County.

Dated at \_\_\_\_\_ Washington, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
this

WHEREAS, the Pierce County Housing Authority has let or is about to let to the said ----- the above bonded Principal, a certain contract, providing for Village Square Apartments #15 Interior Restoration AH-23-02 (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, \_\_\_\_\_, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the Pierce County Housing Authority harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the Pierce County Housing Authority, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_

By: \_\_\_\_\_

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

**CONTRACT BOND (PAYMENT BOND)**

Bond to the Pierce County Housing Authority

Bond #: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the Pierce County Housing Authority in the penal sum of \$\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the Pierce County.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WHEREAS, the Pierce County Housing Authority has let or is about to let to the said ----- the above bonded Principal, a certain contract, providing for Village Square Apartments #15 Interior Restoration AH-23-02 (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, ----- shall faithfully pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the Pierce County Housing Authority harmless from any damage or expense by reason of failure of payment as specified in said contract or from defects appearing or developing in the material provided under said contract within a period of one year after its acceptance thereof by the Pierce County Housing Authority, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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# PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

---

## MATERIALS PACKET for AH-23-02

This Section Has Been Re-Numbered for Easy Access After the Bid Process

All materials referenced by brand in this packet are used only as representation of desired specifications and can be substituted for an approved equal product of the same or substantially similar specifications upon PCHA's review and permission.

All hardware in this unit should be Satin Nickel in color.

#### General

Paint.....	4
Vinyl Sheet Flooring.....	5
Luxury Vinyl Plank.....	6
Baseboard.....	7

#### Mechanical & Electrical

Smoke Detector.....	8
Lighting (Bedroom/Living Room) .....	9
Lighting (Bathroom) .....	10
Lighting (Kitchen) .....	11
Bathroom Fan.....	12
Forced Air Heater.....	13

#### Cabinets

Cabinet Boxes and Cabinet Pulls.....	14
Countertop.....	15

#### Doors

Interior Door/Window Trim .....	16
Interior Door Hardware.....	17
Interior Door Unit.....	18
Exterior Door Hardware.....	19
Exterior Door Unit.....	20

#### Closet

Closet Doors.....	21
Closet Hardware.....	22

#### Bathroom

Tub Surround .....	23
Bathtub.....	24
Toilet Bowl.....	25
Toilet Tank.....	26



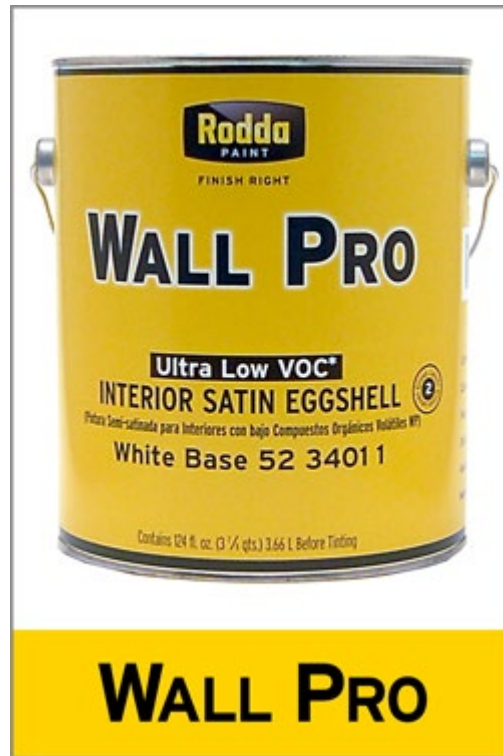
Bathroom Sink .....	27
Bathroom Sink Faucet.....	28
Medicine Cabinet .....	29
Shower Rod.....	30
Bath Accessories.....	31
Kitchen Fixtures	
Sink Basin .....	32
Sink Faucet.....	33
Appliances	
Range Hood.....	34
Range .....	35
Refrigerator .....	36
Windows	
Blinds .....	37

GENERAL:

**PAINT**

Rodda Wall PRO 400 – Maintenance Solutions – Interior Satin

Color to be matched to existing units; swatch to be provided upon selection.



## VINYL SHEET FLOORING

- Mannington Floors Product Info
  - Flooring Type: Resilient
  - Collection: Benchmark®
  - Pattern Name: Kingsbridge
  - Colorway Name: Castle Rock
  - Product Number: 3822
  - Size: 12' wide roll
  - Revive Collection: No
- Plank Specs
  - Species: SLATE
  - Origin: United States
  - SpillShield® Plus: Yes
  - Repeat Length: 36 inches
  - Repeat Width: 36 inches
- Carton Specs
- Warranties
  - Residential Warranty: 6 yr Residential
  - Commercial Warranty: 0
  - Warranty Details: 6 yr Residential
- Styling Features
  - True Detail Styling: Yes
  - Gloss Level: Medium Gloss
  - Surface Texture: NatureForm® HD
  - Pattern Scale: Small
- Benefits
  - Antimicrobial Protection: No
  - Scratch Resistant: No
  - FloorScore® Certified: Yes
  - Fade and Stain Resistant: No
  - Never Yellow Warranty: 1
  - Recycled Content: No
- Find at:  
<https://www.mannington.com/residential/products/resilient/benchmark/benchmark-6-square/Kingsbridge/3822>



## LUXURY VINYL PLANK FLOORING

TAS Flooring Expedition Magellan LVP



## BASEBOARD

### Roppe 4 In X .125 In X 48 In Dolphin Vinyl Wall Cove Base

- Our Vinyl Type Tv Wall Base Offers a Superior Color Finish And Quality Construction
- Pvc Compound That Contains Non-Phthalate Plasticizer
- Made In the U.S.A. And Meets Floorscore and Chps Criteria
- Dimensional Stability Precise Gauging and Uniform Height Help Conceal Floor and Wall Irregularities
- Homogeneous Color Is Inherent Through the Base and Superior Finish Resists Scuffing Gouging and Most Chemicals
- Smooth Pattern Creates a Nice Finished Edge Between the Floor and Wall
- These Nature-Friendly Products May Contribute to The LEED Green Building Certification System
- Intended For Commercial or Residential Use
- Mfg #40C83P129



#### **Make & Model**

Brand	Roppe
Country of Origin	USA
UNSPSC	30161700
UPC	662756017796
UPC Code	662756017796

#### **Specifications**

Color	Dolphin
Interior/Exterior	Interior
Number of Pieces	30
Package Quantity	1
Style	Coved

#### **Assembled Dimensions**

Product Length	48 ft.
Product Width	4 in.

## MECHANICAL & ELECTRICAL

### SMOKE DETECTOR

#### BRK® First Alert™ Smoke/CO Combination Alarm

- 5.6" Dia x 2"H
- Test/Silence Button With Automatic Reset
- 9V DC Alkaline Battery
- LED Power/Status Indicators
- End-Of-Life Signal
- Ionization And Electrochemical Sensors
- Tamper-Resistant
- Side-Load Battery Compartment
- Latching Alarm Indicator
- Not Interconnectable
- 10-Year Limited Warranty
- Mfg #SCO2B



## LIGHT FIXTURE (BEDROOM/ LIVING ROOM)

Afx® Edge 12 In. Round Led Flush Mount Light (satin Nickel)

### Product Specs

#### Resources

#### Make & Model

Brand	AFX
Country of Origin	CHINA
UNSPSC	39111520
UPC	037949465614
UPC Code	37949465614

#### Specifications

Average Life	50,000 h
Color	Satin Nickel
Fixture Type	Ceiling
Light Bulb Technology	LED
Lumens	1,650
Package Quantity	1
Voltage	120 V
Wattage	22 W

#### Assembled Dimensions

Product Width	12"
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## LIGHT BAR (BATHROOM)

### Seasons® Vanity Fixture

- 7.25 X 8 X 30"
- Satin Nickel
- Frosted Glass
- Uses Four 100W Medium Base Bulbs (Not Included)
- Use HDS #315119 Replacement Glass
- Mfg #324214



### Make & Model

Brand	Seasons
Country of Origin	CHINA
UNSPSC	39111536
UPC	046335922754
UPC Code	46335922754

### Specifications

Bulb Base Type	Medium
Bulb Shape	E26
Lens Material	Glass
Light Bulb Technology	Incandescent
Number of Lamps	4
Package Quantity	1
Wattage	100 W

### Assembled Dimensions

Product Height	9"
Product Width	33.5"



## LIGHT FIXTURE (KITCHEN)

Lithonia Lighting® Linear Fluorescent

- 4' Two-Light
- 49.13 x 8.38"
- 32 Watts
- 120V Residential Instant Start Electronic Ballast
- T8
- Not Included
- Use HDS #321688 32W T8 Bulbs (Not Included)
- White Enameled Steel Base
- Clear Ribbed Acrylic Diffuser
- Mfg #NEW 2 32 120 RE BN



### Make & Model

Brand	Lithonia Lighting
Country of Origin	CHINA
Manufacturer Model No	NEW 2 32 120 RE BN
UNSPSC	39111521
UPC	745972655499
UPC Code	745972655499

### Specifications

Bulb Base Type	T8
Bulb Shape	T8
Color	Satin Nickel
Housing Material	Steel
Light Bulb Technology	Fluorescent
Manufacturer Name	Lithonia Lighting
Number of Lamps	2
Package Quantity	1
Supplier Product Name	Decorative Brushed Nickel End Wrap
Voltage	120 V
Wattage	32 W

## BATHROOM FAN

WhisperGreen Select Fan Only

Fan Only Models:

FV-0511VK2,  
FV-0511VKS2,  
FV-1115VK2

Include SmartAction Motion Sensor, Condensation Sensor, and Multi-Speed Time Delay Accessories.



## FORCED AIR HEATER

### Cadet® Energy Plus Wall Heater With Digital Thermostat

- Now with even quieter operation with new motor
- Use up to 30% less energy with automatically adjusting wattage and fan
- Easy, safe install: The smart sensor auto adjusts the heater voltage to match your 120/208/240 V power supply
- Easily upgrade: Uses same wall can as Com-Pak series heaters so no wall patchwork or additional wall board cut outs are required
- Experience more comfort with precise, consistent temperature control and an auto adjusting fan speed that eliminates wide temperature swings
- Built-in digital thermostat with simple controls, a large digital display and no complicated programming
- Night or away button allows you to pre-set a secondary, lower temperature for nights or when you are out of the room
- Keep the air circulating year round with the fan only mode
- Tamperproof settings let you set minimum and maximum temperature points
- Proudly made in the USA
- Energy Plus
- Mfg #65215



### Make & Model

Brand	Cadet
Country of Origin	USA
UNSPSC	40101819
UPC	027418652157
UPC Code	27418652157

### Specifications

Heater Type	Wall
Package Quantity	1
Voltage	120/208/240 VAC
Wattage	1,000/1,500/1,600 W

### Assembled Dimensions

Product Depth	4 in.
Product Height	12 in.
Product Width	9 in.

## CABINETS

### CABINET BOXES

Kitchen Kompact Cabinets  
Glenwood Color



### CABINET PULLS

#### Decorative T-Bar Cabinet Pull

- Satin Nickel
- SS201 Hollow Stainless Steel
- 6" Length
- 4" Center-To-Center Mount
- Pkg Of 25
- Includes Two 1" Screws And Two 1.88" Screws
- 1.38" Height
- 12mm Tube Diameter
- Mfg #207894



## COUNTERTOP

Corian® Solid Surface White Jasmine



**DOORS**

**DOOR/WINDOW TRIM**

Woodgrain Distribution 2-1/4" x 7'-5/8" Primed Medium Density Fiberboard Colonial Casing

- Casing
- Colonial
- 2.25" x 7'
- .63" Thick
- PMDF (Primed Medium-Density Fiberboard)
- White
- Mfg #103100



**Make & Model**

Brand	Woodgrain Distribution
Country of Origin	USA
Manufacturer Model No	UMD0356-07
UNSPSC	30161906
UPC	095624602808
UPC Code	99443008261

**Specifications**

Color	White
Color Family	White
Interior/Exterior	Interior
Manufacturer Name	Woodgrain Millwork
Molding Type	Casing
Number of Pieces	1
Package Quantity	1
Supplier Product Name	Casing 356-07 UMD Primed

## INTERIOR DOOR HARDWARE

### Kwikset Security Series Tylo Privacy Door Knobset

Satin Chrome: 93001-503

- Interior Rosette has EXPOSED SCREWS and are not concealed on the interior side.
- Includes Standard Round Corner Strike Plate Part Number 83796 (Strike Plate is on Door Jamb). For Square Corner Strike Plate See Product: Kwikset 83437. For a T-Strike Plate See: Kwikset 83028.
- Kwikset Tylo Bed/Bath Door Leverset is typically installed on Bedroom and/or Bathroom Doors where locking from the interior side is needed
- Classic bell-shaped knob
- Kwik-Install installation
- Door Prep: Cross bore 2-1/8" Edge Bore 1" Latch Face 1" x 2-1/4"
- Door thickness: 1-3/8"-1-3/4" doors standard.
- Cylinder: 5-pin Bolt: 3/8" throw



## INTERIOR DOOR UNIT

### Flush Hardboard Prehung Door

- 32 x 80" or right-sized to unit
- 1.38" Thick
- Primed White
- Hollow Core
- 4.56" Primed White Flat Jamb Door
- Brushed Nickel Hinges
- Standard 2.13" Single Bore
- Regionally Stocked, Not Available In All Markets
- Right-Hand In-Swing
- Mfg #582186





## EXTERIOR DOOR HARDWARE

### Kwikset® Tylo® Entry/Deadbolt Combo

- Provides two locking points, keyed entry and deadbolt, for exterior doors, combo packs provide additional value plus the convenience of one key operating both locks
- Easy to install, adjustable latch and deadbolt fit all standard door preparations
- Microban technology
- Mfg #96900-380

#### Make & Model

Brand	Kwikset
Country of Origin	MEXICO
UNSPSC	46171500
UPC	883351546447
UPC Code	883351546447
Material	Metal
Number Of Cylinders	1
Package Quantity	1
Security/ANSI Grade	Grade 3



## EXTERIOR DOOR UNIT

### Flush Steel Prehung Door

- 36 x 80"
- 1.75" Thick
- Prime Coated
- Polystyrene Hydrophobic Insulation
- 2.38" Backset
- Brushed Nickel Hinges
- Double Bore
- 4.56" Primed Jamb
- Right-Hand In-Swing
- ENERGY STAR®
- Mfg #F36R

- **Make & Model**

Brand                      Generic Private Brand

Country of Origin CHINA

UNSPSC                  30171505

UPC                        849471060027

UPC Code                849471060027

#### **Specifications**

Backset Size            2-3/8 in.

Bore Size                2-1/8 in.

Color                     White

Core Type                Polystyrene

Door Handing           Right-Hand In-Swing

Door Material           Steel/Wood/Polystyrene

Door Opening Height 80 in.

Door Opening Width 36 in.

Door Thickness        1-3/4 in.

Door Weight            67 lb.

Finish Type             Primed

Interior/Exterior       Exterior

Jamb Depth             4-5/9 in.

Package Quantity      1

Size                       36 in. x 80 in.



**CLOSET**

**CLOSET DOORS**

**100 Series Bypass Door**

- 48” x 80" or as best fits space
- Fits Openings 79.75 To 81" High
- White Steel Frame
- White Vinyl Hardboard Door Panel
- Steel Top Track With White Fascia
- Top Hung Single Wheel Roller
- Snap-In Bottom Guide With Low Rise Track
- Ready To Install
- Mfg #BY0100BWWTE048080

Brand                      Generic Private Brand

Country of Origin USA

UNSPSC                30161800

UPC                      043044930780

UPC Code              43044930780

**Specifications**

Core Type                Composite

Door Material           Vinyl

Door Opening Height   80.5 in.

Door Opening Width   48 in.

Door Style                Flush/Lauan

Door Weight             48 lb.

Finish Type               Finished

Manufacturer Name     Home Decor Company

Package Quantity        1

Supplier Product Name 100-4880 White Vinyl Bi-Pass



## CLOSET ROD & SHELVING

### Melamine Shelf

- 12" x 72" or larger as space allows
- White
- Mfg #805111



### Closet Rod Support

- 12" Projection
- White
- Steel material
- Mfg #805250



### Closet Rod

- Round
- 8' or larger as space allows
- 1.25" Dia
- Wood
- Unfinished
- Mfg #102447



**BATHROOM FIXTURES**

**TUB SURROUND**

**Swan Veritek® Five-Piece Tub Wall Surround**

- White Finish
- 57H x 28-30D x 58-60"W
- Five-Piece Wall Set
- Glue-Up Wall Kit
- Made Of Veritek® Molded Fiberglass That Will Not Crack, Chip, Mold Or Mildew
- Fits Standard 5' Bathtub Or Smaller
- Can Be Installed Over Existing Tile
- Mfg #TF57000.010

Brand                      Swan  
Country of Origin USA  
UNSPSC                 30181507  
UPC                        671037035039  
UPC Code                671037035039

**Specifications**

Application	Tub Wall Kit
Collection Name	Veritek
Color/Finish	White
Drain Location	N/A
Material	Fiberglass
Number of Interior Shelves	4
Number of Panels	5
Package Quantity	1
Wall Design / Pattern	Softly Textured Finish
Wall Type	Bath Alcove



## BATHTUB

Aloha 5 Ft. Tub Right Hand Drain Slip Resistant White 60 In. X 30 In. 14-1/4 In.

- Easy to install, this just set it and level it bathtub weighs only 67 pounds.
- Enjoy comfort during baths with the 40-degree lumbar support.
- A full-length support pad offers sound deadening and strength for years to come.
- The Aloha tub is constructed of a solid, one piece heavy gauge seamless steel with acid-resistant porcelain enamel—resistant to salt, air, humidity and other corrosive chemicals.
- The porcelain offers a scratch-resistant surface, protecting it from nicks, cuts, or gouging under normal use.
- 60 x 30 x 14-1/4 inch bathtub.
- Made in the USA
- White finish
- Mfg #011-3364-00

- Brand Bootz

Country of Origin USA

UNSPSC 30181501

UPC 008792112000

UPC Code 8792112000

### Specifications

Color/Finish White

Material Porcelain-Coated Steel

Package Quantity 1



## TOILET BOWL

### Niagara® Stealth™ Toilet Bowl

- Round
- Vitreous China
- 0.8 GPF
- 12" Rough-In
- Floor Mount
- 14W x 27L x 16"H
- Use With Niagara Stealth Toilet Tank, 772044 And 837485 0.8 GPF Only
- Use With Niagara Stealth Toilet Tank (772044 And 837485 0.8 GPF Only)
- Mfg #N7716

#### Make & Model

Brand	Niagara
Country of Origin	CHINA
UNSPSC	30181511
UPC	732291771641
UPC Code	732291771641

#### Specifications

Bowl Rim Height (in.)	16
Collection Name	Stealth
Color/Finish	White
Commercial/Residential	Residential
Fits Tank	772044
Gallons Per Flush (gal.)	0.8
Height (in.)	31.14
Length (in.)	28.54
Mount Location	Floor
Package Quantity	1
Rough In Size (in.)	12
Toilet Bowl Shape	Round Bowl
Toilet Material	Vitreous China
Trap Way Size (in.)	2
Used With	772044
Weight (lb.)	103
Width (in.)	16.61



## TOILET TANK

### Niagara® Stealth™ Toilet Tank

- Push Button Tank
- 0.8 GPF
- White
- Vitreous China
- 27 x 16"
- Patented Stealth™ Flush Chamber
- Use With HDS #772046, 772048, 749455 Bowls Only (Sold Separately)
- 10-Year Warranty
- 12" Rough-In
- Mfg #N7714T

#### Make & Model

Brand	Niagara
Country of Origin	CHINA
UNSPSC	30181515
UPC	732291771429
UPC Code	732291771429

#### Specifications

Collection Name Stealth

Color/Finish White

Dual Flush

Fits Bowl 772046, 772048 & 749455

Flow Control 0.8

Flush Lever Location Top

Gallons Per Flush (gal.) 0.8

Height (in.) 17

Package Quantity 1

Pressure Assisted

Rough In Size (in.) 12

Toilet Material Vitreous China

Trip Lever Location Top

Used With 772046, 772048 And 749455

Weight (lb.) 37

Width (in.) 9.5





SINK

Bootz Bathroom Sink

- 19W x 16L x 6.75"D
- Single Bowl
- Oval
- White Porcelain Steel
- Bathroom
- 3-Hole
- 4" Center Drain Hole
- Requires Lavatory Rim
- Front Overflow
- Mfg #021-2440-00



**Make & Model**

Brand	Bootz
Country of Origin	USA
UNSPSC	30181504
UPC	008792409001
UPC Code	8792409001

**Specifications**

Bowl Size (in.)	15.75 x 11.13 x 6.75
Color/Finish	White
Depth (in.)	6.75
Depth Of Bowl	6.75"
Drain Location	Center
Gauge	N/A
Length (in.)	19
Manufacturer Name	Bootz Industries
Number Of Bowls	1
Number of Faucet Holes	3
Package Quantity	1
Shape	Oval
Sink Color Category	White
Sink Length Left to Right	19"
Sink Material	Porcelain Steel
Sink Mount Type	Lavatory
Sink Width Front to Back	16"
Size	19 in. x 16 in.

## FAUCET

### HBC® Premium Two Handle Bath Faucet With Pop-up

- Satin Nickel Finish
- 1.5 GPM @ 60 PSI
- POM Washerless Cartridge
- Includes Matching Plastic Pop-up
- Mfg #660010



#### Make & Model

Brand	Howard Berger
Country of Origin	TAIWAN
UNSPSC	30181800
UPC	730007600100
UPC Code	730007600100

#### Specifications

Collection Name	Meta
Color/Finish	Nickel
Commercial/Residential	Commercial
Connection Size	0.5
Faucet Finish	Satin Nickel
Faucet Flow Rate (GPM)	1.5
Faucet Material	Metal
Faucet Mount	Deck
Number of Handles	2
Package Quantity	1
Pop Up Drain Included	
Valve Included	

## MEDICINE CABINET

### Zenith® Surface Mount Medicine Cabinet

- 30W x 26H x 4.5"D
- White Wood Body
- Two Adjustable Wood Shelves
- White Wood Tri-View Frame
- White Interior
- Mfg #W30



## SHOWER CURTAIN ROD

### Seasons® Curved Shower Rod

- 60" With 9" Bow
- Satin Nickel Finish
- Includes Zinc Brackets
- Lifetime No-Rust Guarantee
- Mfg #9PRBNHDS



## BATH ACCESSORIES

### Seasons® Bath Accessories Kit

- 18"
- Satin Nickel
- Concealed Mount
- Four-Piece Kit Includes 18" Towel Bar, Toilet Paper Holder, Towel Ring, Multipurpose Hook And Mounting Hardware
- Made Of Zinc And Aluminum
- Mfg #207928



### Make & Model

Brand	Seasons
Country of Origin	USA
UNSPSC	30181602
UPC	044321007102
UPC Code	44321007102

### Specifications

Assembled

Collection Name	Aspen
Color/Finish	Satin Nickel
Hardware Included	

Material	Metal
Mounting Type	Screw
Number of Towel Bars	4
Package Quantity	4

### Assembled Dimensions

Product Height	21.25 in.
Product Length	8.26 in.
Product Width	1.58 in.

**KITCHEN FIXTURES**

**SINK BASIN**

**Seasons® Kitchen Sink**

- 25W x 22L x 6"D
- Single Bowl
- Top-Mount
- Brushed Stainless Steel
- 3-Hole
- Replacement For HDS #500589
- cUPC Certified
- 22 Gauge
- Premium Grade Stainless Steel Type 304
- Standard 3" Center Drain Hole
- Clips, Cutout Template And Instruction Manual Included
- Includes Sound-Deadening Pads and Full-Bowl Overspray
- Mfg #837452



**Make & Model**

Brand	Seasons
Country of Origin	VIETNAM
UNSPSC	30181504
UPC	194671015941
UPC Code	194671015941

**Specifications**

Bowl Size (in.)	25 x 22 x 6
Color/Finish	Brushed Stainless Steel
Depth Of Bowl	6"
Drain Location	Center
Gauge	22
Number Of Bowls	1
Number of Faucet Holes	3
Package Quantity	1
Shape	Rectangle
Sink Application	Residential/Multi Family
Sink Color Category	Stainless Steel
Sink Length Left to Right	22"
Sink Material	Stainless Steel
Sink Mount Type	Kitchen
Topmount, Undermount	Top

SINK FAUCET

Seasons® Raleigh Two Handle Gooseneck Kitchen Faucet, Less Spray, With Deckplate, Chrome, 1.8 GPM

- Ceramic Disc Cartridge
- Zinc Lever Handle
- Quick Install Nuts
- 1.8gpm
- Neoperl Aerator
- Mfg #67237W-0001

Make & Model

Brand Seasons  
Country of Origin CHINA  
UNSPSC 30181700  
UPC 194671031859  
UPC Code 194671031859

Specifications

Adjustable Flow Rate

Collection Name Raleigh  
Commercial/Residential Residential  
Connection Size 0.375"

Deckplate Included

Faucet Finish	Polished Chrome
Faucet Finish Category	Chrome
Faucet Flow Rate (GPM)	1.8
Faucet Handle Type	Lever
Faucet Material	Zinc
Faucet Spout Height (in.)	5.43
Faucet Spout Reach (in.)	9.12
Faucet Spout Type	Fixed
Minimum Number of Holes Required	3
Number of Handles	2
Package Quantity	1



## APPLIANCES

### RANGE HOOD

#### Broan® Range Hood

- Nonvented
- 6H x 30W x 12"D
- White
- 2-Speed Fan With Light
- EZ1 Installation Makes It Easy For One-Person Installation In Less Than Half The Time Of Traditional Methods
- Includes HDS #246400 Filter, 250682 Motor And 255000 Fan Blade
- Use One 75W Incandescent Bulb (Not Included)
- ADA Capable
- Mfg #BUEZ130WW



#### Make & Model

Brand	Broan
Country of Origin	USA
UNSPSC	52141546
UPC	026715258857
UPC Code	26715258857

#### Specifications

Color	White
Duct Shape	Round
Exhaust Vent Location	Horizontal
Light Included	
Manufacturer Name	Broan-NuTone LLC
Mount Type	Under Cabinet
Number of Fan Speeds	2
Number of Light Bulbs	1
Package Quantity	1
Vent Type	Non-Vented
Wattage	2850 W



## RANGE

### GE® 30" Freestanding Electric Range

- 5.0 Cu Ft Oven Capacity
- Standard Clean Oven
- Sensi-Temp Technology
- Dual Element Bake
- Removable Full-Width Storage Drawer
- Cooktop Burner Type Coil
- Oven Cleaning Type Standard Clean
- Storage Drawer Features Removable Full-Width
- Removable One-Piece Drip Bowls Chrome
- 47H x 30W x 28-3/4"D
- Mfg #JBS160DMWW



## REFRIGERATOR

### GE Energy Star 16.6 Cu Ft Recessed Handle Refrigerator

- #1 in Quality and Dependability
- LED lighting
- Pocket handles
- Dimensions: 64 3/4 H x 28 W x 30 1/2 D
- ADA Compliant
- Energy Star Certified
- Adjustable wire shelves
- Made in America



## WINDOWS

### **BLINDS**

3 1/2 " White Vertical Blind

- White
- 1.5" Thick Reversible Steel Headrail
- Room-Darkening Vanes
- 0.60 mm Vane Thickness
- Vanes Rotate 180°
- Wand Control
- Self-Aligning
- Lead-Free
- Meets Safety Regulations
- Includes Matching Valance And Hardware
- Mfg #703057

#### **Make & Model**

UNSPSC 52131604

UPC 793478803470

UPC Code 793478803470

#### **Specifications**

Blind Length (in.) 80 - 90 in.

Blind Material Vinyl

Blind Type Vertical Blind

Blind Width (in.) 70 - 80 in.

Color/Finish White

Hardware Included

Headrail Material Steel

Headrail Type Steel

Light Control Room Darkening

Package Quantity 1

Slat/Vane Size 3.5 in.

Type Vertical Blind

Valance Included

Valance Style Matches Slat

