



PIERCE COUNTY HOUSING AUTHORITY

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

CDBG-23-01

Sealed Bid | Federal Funding | Construction & Non-Routine Maintenance

EXTERIOR PAINTING SERVICES

Invitation for Bids

Pre-Bid Site Conference:

Location 1: Oakleaf Apartments

1:00 PM, Thursday, March 23, 2023

4111 110th Street SW

Lakewood, WA 98499

Location 2: Village Square Apartments

1:30 PM, Thursday, March 23, 2023

10810 Lakeview Avenue

SW Lakewood, WA 98499

Bids Due:

Tuesday, April 14, 2023 no later than 2:00 PM

Opening Location:

603 Polk St S,

Tacoma, WA, 98444

ISSUE DATE: March 13, 2023

Project Team

PROJECT: PCHA EXTERIOR PAINTING SERVICES
CDBG-23-01

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

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

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

(Contract Administration)
Riley Guerrero
253-620-5478
253-993-6493
rguerrero@pchawa.org

Table of Contents

Notice to Bidders	5
Background Information	7
Scope of Work	11
Building Schematics	17
Davis-Bacon Prevailing Wage Rates	29
Required Submission Documents	37
Submission Checklist	38
Bid Form	39
Organization Profile	41
Statement of Bidder Qualifications	43
Non-Collusion Affidavit	53
Disclosure of Conflict of Interest	55
HUD-5369-B:	57
HUD-5369-C A): Certifications and Representations of Bidders	65
HUD-5370-C Section I & II: General Conditions	71
Requirement of Contractor Registration	83
Requirement of Contractor Insurance	85
E-Verify Affidavit	87
Bid Bond Form	89
Declaration of Accuracy	91
PCHA Bid Process	93
City of Lakewood Required CDBG Contract Documents	99
PCHA General Conditions of the Construction Contract	157
PCHA Sample Construction Contract	201
WAC 458-20-17001	208
WA Excise Tax Bulletin	209
Post-Award Documents	211

Intent to Pay Prevailing Wage213

Subcontractor Non-Collusion Affidavit214

List of All Current Employees215

Notice to Labor Unions or Other Employment Agencies217

Contract Bond (Performance Bond).....218

Contract Bond (Payment Bond).....219

City of Lakewood Contractor and Subcontractor Forms.....220

INVITATION FOR BIDS SUBMISSION INFORMATION

Notice is hereby given that bids for Interior Renovations for one apartment unit will be received by the Pierce County Housing Authority **Tuesday, April 14, 2023, no later than 2:00 PM**. Mailed and hand-delivered bids must be addressed as follows:

ATTN: Contract Administrator, CDBG-23-01, Sealed Bid Submission
Pierce County Housing Authority
603 Polk St S.
Tacoma, WA, 98444

At this time, PCHA is only accepting paper copies for sealed bid submissions. Please do not electronically transmit your bid, it will be disqualified. 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 4:00 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 will be opened at the preceding address at **2:00 PM on Tuesday, April 14, 2023**. Bids received **after 2:00 PM on Tuesday, April 14, 2023**, even if mailed earlier, will not be accepted. Please see PCHA Bid Process on page 91 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

Riley Guerrero
Administrative Coordinator
253-620-5478 (Office)
253-993-6493 (Cell)
rguerrero@pchawa.org

During the IFB solicitation process, PCHA Staff will NOT conduct any conversation where substantive information is given to a single prospective bidder or given verbally. Prospective bidders must submit questions in writing to the email addresses provided above for clarification on the contents of the IFB, but no information other than answers to questions that are provided within the Bid Documents will be given. Substantive questions, even if given over the phone, will be answered publicly to all prospective bidders in an amendment to the bid.

The scope of work in general includes exterior painting on several one- and two-story buildings, including but not limited to surface preparation, repair and/or replacement of damaged or rotted siding and trim, sanding, cleaning, priming, painting, staining, and finish work. Please see the Scope of Work

for complete details.

A Pre-Bid Conference will be held on Thursday, March 23, 2023 from 1:00 PM-1:25 PM at Oakleaf Apartments, located at 4111 110th Street SW, Lakewood, WA 98499, and on the same day from 1:30 PM to 2:00 PM at Village Square Apartments, located at 10810 Lakeview Avenue SW, Lakewood, WA 98499. Interested parties are encouraged to visit the sites prior to or after 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 Davis-Bacon Act of 1931 and the established Federal Prevailing Wages for Residential and/or Commercial projects in Pierce County. Copies of the rates as of January 27, 2023 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.

PCHA RESERVATION OF RIGHTS

In responding to this solicitation, the respondent acknowledges that PCHA reserves the following rights:

- PCHA reserves the right to reject any or all proposals;
- PCHA reserves the right to waive any informality in the RFP process;
- PCHA reserves the right to terminate the RFP process at any time, if deemed by the HA to be in its best interests;
- PCHA reserves the right not to award a contract pursuant to this RFP.
- PCHA reserves the right to award more than one contract for services.
- PCHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s);
- PCHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 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.
- PCHA will reject the proposal of any Offeror who is debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing agencies and reserves the right to reject the proposal of any Offeror who has previously failed to perform any contract properly for the HA.

- PCHA and the selected firm will negotiate the terms and conditions of the professional services contract. The HA reserves the right to modify the scope of work and expand or modify the terms and conditions specifically set forth in this RFP, and will allow for renegotiation of terms in such an event. In the event that PCHA and the selected firm are not able to reach agreement on contract terms and conditions acceptable to both parties, PCHA reserves the right, at its sole discretion, to enter into negotiations with the next highest -rated firm(s) and will be relieved of any obligation to negotiate with or contract for services from the selected firm(s).

RISK TO CHILDREN AND VULNERBALE ADULTS

If the work pursuant to this contract requires or may result in contact with children or vulnerable adults, the Vendor shall not use any employee, volunteer, intern or agent for this contract who (i) it has reason to believe may impose a risk to such children or vulnerable adults, or (ii) who have been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for this contract, Vendor will procure and examine criminal conviction records and exclude any person not meeting this contract requirement.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. Contractor agrees to post notices setting forth the provisions of this Equal Opportunity Clause. Contractor shall make the Equal Opportunity Statement in all advertisements for employees. Contractor to send notice to each labor union he has an agreement with, a notice of his commitment to the Equal Opportunity Statement. During the course of the performance of this contract, the contractor and its subcontractors will be required to solicit qualified job applicants from the residents of the housing authority, whenever a job opening occurs.

Reference:

- Equal Employment Opportunity -Executive Order 11246, As Amended by Executive Order 11375. Copy available upon request to rguerrero@pchawa.org

This document was prepared by Riley Guerrero, Administrative Coordinator.

This page intentionally left blank.

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.

This project is funded by a federal Community Development Block Grant, as administered by the City of Lakewood. The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

Please visit https://www.hud.gov/program_offices/comm_planning/cdbg for more information on this program.

This page intentionally left blank.

1. PROJECT DESCRIPTION

- A. Work to be completed consists of surface preparation, prime and second coat of paint to the exterior siding, doors, and trim of the exteriors of two apartment communities. PCHA expects that portion of either siding or trim may need to be replaced, which will be done by change order paid from an allowance.
- B. Oakleaf has approximately 150,000 sf of surface area of siding and trim, with approximately 20,000 lf of trim and fascia across two buildings of similar size.
 - i Both buildings are two-stories, and both have a small one-story wing.
- C. Village Square has approximately 250,000 sf of surface area of siding and trim, with approximately 50,000 lf of exterior trim and fascia, across seven buildings of various sizes.
 - i Six smaller buildings are one-story, and one large building is two-stories.

2. GENERAL CONDITIONS

- A. Any reference to the Painting Contractor's role or responsibilities onsite will also extend to any subcontractor granted work on this project, in accordance with the Primary Contractor's agreement with the Subcontractor. The Primary Contractor is ultimately responsible for the successful completion of all work under this solicitation.
- B. Permits may be required for certain preparation methods. If applicable, the contractor will obtain the proper permits from the city and will ensure that all work passes all inspections required by the building department.
- C. The Painting Contractor shall provide all paints, labor, tools, and supplies to perform a complete repaint of all exterior surfaces of the project as specified in this document.
- D. The Painting Contractor must perform all his functions and activities in compliance with established industry practices, the Contract, and any applicable laws and regulations as well as perform in a manner to produce finished work of professional, even coat and color, and to maximize the durability and lifespan of the paint.
- E. The Painting Contractor shall cooperate fully with the Pierce County Housing Authority in order to ensure the proper and timely resolution of the work, including on matters of schedule, weather permitting.
- F. Damage to existing property caused by the Painting Contractor shall be documented and repaired to the satisfaction of the Pierce County Housing Authority at the Painting Contractor's expense.
- G. Any and all estimates for dimensions given in this Scope of Work are provided for a general understanding and should not be considered exact representations to satisfy the requirement of cost estimation or project completion. PCHA assumes that The Painting Contractor will independently estimate and verify the size of buildings and scope of work to complete the project. The Painting Contractor will complete the full Scope of Work at their quoted bid price regardless of exact building dimension estimates provided elsewhere in this document.
- H. Additional work items will be negotiated via change order according to contractor-supplied unit costs (e.g. lineal foot or square foot) noted on the separate pricing sheet.

3. LEAD SAFETY

- A. New federal regulations regarding lead safety are effective April 22, 2011. These regulations require "lead safe" work practices for remodeling, renovation, and painting activities, and were adopted by the U.S. Environmental Protection Agency (USEPA) as mandated by Congress. USEPA requires that at least one contractor (per job) working on a pre-1978 residential building or child-care facility is "certified". Businesses that renovate, remodel, and paint must be certified by USEPA. Bidding contractors to submit certification documentation with proposals for applicable projects.
- B. F. If the property is pre-1978, lead testing as required by law is to be conducted independently and as per current regulations at the expense of the property owner. If lead is found to be present, contractors are to revise all bids appropriately. Lead presence may significantly increase the cost of all previously submitted bids.
- C. Painting and preparation of any existing coatings or substrates containing lead to be conducted in full compliance with current regulations as defined by the U.S. Environmental Protection Agency (USEPA).

4. INCLUDED ITEMS

- A. Material, labor and equipment to complete the full exterior preparation and painting of all painted surfaces, including siding, window frames, trim pieces, etc.

5. EXCLUDED ITEMS

- A. Material, labor and equipment to remove, replace, prepare and paint portions of siding and trim determined by PCHA and contractor to be in failed condition.
 - i. Contactor will identify failed material conditions prior to start date.
 - ii. PCHA and contractor will agree to change order that acknowledges an accounting in full of the failed materials prior to start date of work.

6. COLOR

- A. Final color selections will be provided by representatives of the Pierce County Housing Authority
 - i. The Pierce County Housing Authority must choose, approve, and sign off all colors prior to application.
 - ii. The Painting Contractor must provide drawdowns of the selected color and have them signed off prior to the commencement of work.
- B. In the event that a color-change is requested by the Painting Contractor after the commencement of work due to brand availability or other restrictions, and approved by PCHA, the Painting Contractor will provide labor and materials free for charge for up to five gallons of replacement paint services, dependent on the completed area requiring repainting. Significant changes to existing colors or color schemes may require additional coats of paint to achieve an even and durable finish, which will be figured into the request for color change.
- C. Bids must factor same or approved-equal color into their bid, including into labor for additional coats as needed.

7. PAINT AND MATERIALS

- A. Primer must be Rodda® primesolution First Coat Universal Bonding Primer or approved equal.
 - i Primers to be the undercoat for dark colored areas must be able to be tinted to a near-equal color to minimize the need for extra coats for color hide.
 - ii American-made products preferred under the Build America Buy America Act
 - iii Primer must be a universal adherent and waterborne/acrylic.
- B. Paint must be Rodda® Brand American Builder Exterior grade or approved equal.
 - i Paint manufactured in America preferred under Build America Buy America Act.
 - ii Paint must be a contractor-grade or better exterior waterborne/acrylic paint.
- C. All caulk must be an exterior silicone caulk with a guaranteed life over 10 years
- D. Materials shall be brought to the project in the original packaging bearing the manufacturer's name and product number.
- E. Materials shall comply with all current requirements of the Environmental Agency, the appropriate Air Pollution Control District, and all other local, state, and federal entities.

8. PRODUCT HANDLING

- A. Paint mixing, and/or paint thinning, shall only be done when necessary and shall be done according the manufacturer's instructions. All mixing and/or thinning materials necessary must be included in the bid price. Materials used on-site must be returned to the storage area alongside other paint and tools at the completion of the day's work.
- B. The Painting Contractor shall not store any used rags, roller-covers, or other flammable paint sundries exposed to oil-based solvents on PCHA premises.
- C. All materials in five-gallon buckets or tubs shall be stacked NO MORE than two-buckets high. No material may be stacked atop the second tier of buckets.
- D. Onsite storage of equipment or materials and the location of on-site storage areas to be approved through Pierce County Housing Authority in writing prior to the commencement of work. All storage must comply with health, safety, and fire regulations.
- E. Disposal of all waste water and unused materials shall be in compliance with current state and local legal requirements and regulations.
 - i Contractors are encouraged but not required to donate any unused materials to local charitable or nonprofit organizations that accept paint or paint sundries.
 - ii If not donated, the Painting Contractor will use the PaintCare Washington program or another substantially equal paint recycling/stewardship program to dispose of all unused paint. Any cost associated with paint stewardship must be included in the bid.
- F. The awarded contractor shall execute all work in accordance with the specification, product label directions, and manufacturer's technical product data sheets.

9. SURFACE PREPARATION

- A. Excavate blisters, flaking, and chipping in existing paint film, feather-sand edges. Remove any loose or peeling paint using hand tools or power tools in accordance with SSPC-SP2 (Hand Tool Cleaning) and SSPS-SP3 (Power Tool Cleaning) Methods. Feather-sand all repair edges to a flush finish and dust clean.
- B. All gaps greater than 1/8 of an inch must be caulked and sealed.

- C. All surfaces must be made free of contamination (dust, dirt, chalk, soot, salt spray, grease, oil, wax, mildew, etc.) that may adversely affect the adhesion of scheduled primers, sealants, patching compounds, paints, coatings, etc. Utilize the appropriate solvent or biodegradable detergent solution to clean, remove, or neutralize surfaces so that they may readily receive repair, sealing, and coating materials.
- i When using chemicals or solvents to prepare surfaces, special care is to be taken to ensure all chemicals or solvents used are completely removed from the substrate prior to application of primer and finish coat systems.
- ii Whenever possible pressure wash surfaces to be painted utilizing appropriate PSI so as not to damage the substrate. Where pressure washing is not possible, legal, or practical, hand wash with a biodegradable detergent and clean water, sponge, or broom to thoroughly clean areas to be painted.
- D. Thoroughly scuff-sand glossy surfaces scheduled for painting to ensure proper adhesion; and use a phosphate-free TSP solution or chemical de-glosser where necessary and permissible.
- E. Replace rotten or damaged hardiboard or other siding and trim pieces with new materials.
 - i Contractor must represent the prices for this service as on the Bid Form.
- F. It is the contractor's responsibility to determine if the surface of substrate is in sound condition prior to the commencement of any work including but not limited to the washing, preparation, painting, coating, or staining of any surface or substrate.

10. PRIMER APPLICATION

- A. The full surface of the project area must be primed. Spot priming is not permitted.
- B. One coat of Exterior Primer must be applied to all surface areas. This coat must meet the recommended millimeters of Wet Film Thickness (WFT) and Dry Film Thickness (DFT) set by the product manufacturer.

11. PAINT APPLICATION

- A. The full surface of the project area must be painted. Spot painting is not permitted.
- B. Two full coats of each paint color are the minimum required for every surface. More coats may be required for an even finish and color. Each coat must meet the recommended millimeters of Wet Film Thickness (WFT) and Dry Film Thickness (DFT) set by the product manufacturer.

12. WORKMANSHIP

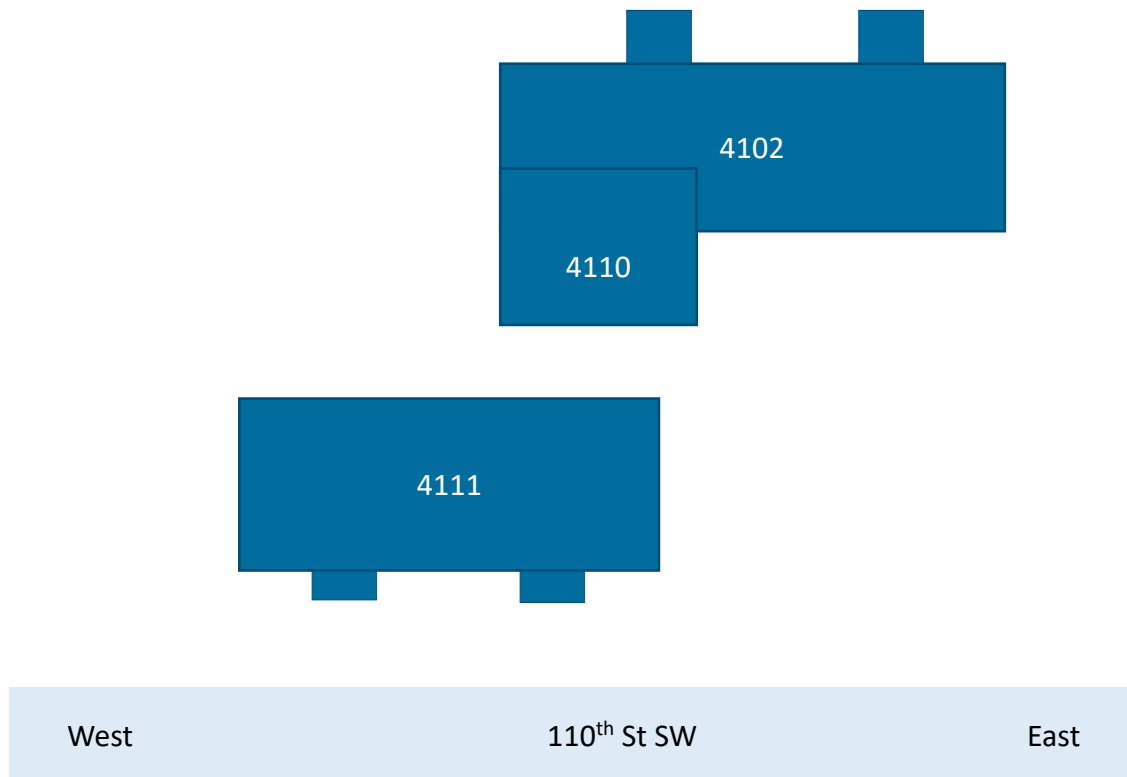
- A. The finished product of this project will be a durable finish with even color and thickness, painted according to the given color scheme specifications, on every surface of the buildings represented in the Building Schematics section below.
 - i Coverage: The number of coats specified is the minimum number acceptable. If full coverage is not obtained to produce an even and durable finish with the specified number of coats, additional coats must be applied as necessary to produce the required finish.
 - ii All previously painted surfaces and items not specifically listed that form a part of, or are in connection with the indicated work, shall be painted.
- B. Workmanship will be of professional quality, specifically:
 - i The full project will have a uniform color and thickness of the paint layer;

- ii No dripmarks will be present on any given surface;
 - iii All edges, joints, or other instances of color-change between specified items will be sharp, with no runs, bleeds, or drips;
 - iv The project will be completed according to product's technical specifications in order to ensure maximum bonding of paint to substrate, lowest risk of failure, and the highest level of finish durability possible with given materials; and
 - v If elements of PCHA's specifications or schedule do not meet, or disallow, industry best practices, the Painting Contractor will inform PCHA of their professional opinion on how else to proceed to maximize project success.
- C. The work area is to remain orderly, liability-free, and acceptably clean throughout the entire project.
- i At the completions of each working day, the Awarded Contractor will remove all materials, supplies, debris, and rubbish caused by the work and leave both the working areas and the storage areas in a tidy, clean and acceptable condition.
- D. All work will be subject to approval by Pierce County Housing Authority representative(s). The Painting Contractor will correct all work that does not comply with the specifications.
- i The contractor will allow unrestricted access for inspection of the work
 - ii After satisfactory completion of all required provisions and subsequent approval granted by the owners/representatives, the project is considered complete and subject to the terms of any guarantees and approved for final payment.
- E. The Painting Contractor shall take all necessary steps to protect the public and all property concerned.
- i The Painting Contractor will proactively protect all adjacent areas and surfaces from damage resulting from misplaced preparation or painting work. This includes automobiles, concrete surfaces outside the scope of work, asphalt, plants and garden beds, etc.
 - ii If applicable, the removal of any patio furniture, barbeques, wall hangings, and personal property from the working area will be handled by PCHA staff and/or the resident(s). The Painting Contractor shall coordinate with PCHA to notify residents of requirements with a minimum of five days of notice.
 - iii All accidental spatters, spillage, and misplaced paint shall be immediately cleaned and restored to its original condition.
- F. The Painting Contractor will protect all landscaping and minimize any contamination of the ground by painting materials.
- i When and if surfaces to receive paint or stain come into contact with earthen areas, these areas must be trenched to a depth of four inches. The Painting Contractor must thoroughly clean these surfaces from all dirt and grime prior to the application of prim/finish coat systems. Trenched earth must be replaced at the completion of the final coat's cure time.
 - ii Pierce County Housing Authority will coordinate with the Painting Contractor to have all trimming or removal of trees and vegetation from, on, or around surfaces to be painted for easy access of painters and equipment prior to the commencement of work.
- G. The Painting Contractor will ensure that hardware is removed/protected before surface preparation is started in the surrounding area and replaced/uncovered when all work in the surrounding area is complete.
- H. Noise ordinances in the City of Lakewood state that "Sounds originating from residential

property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances... between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends” constitute a Public Disturbance. The Painting Contractor will not work during these hours.

- i Out of respect to our tenants, the painting contractor will coordinate with PCHA before using any noisy, motorized equipment, so that proper notice for the disturbance will be given.
- I. The Painting Contractor shall not apply primer, paint, or stain in wet or damp conditions such as rain, fog, or mist, nor when rain is eminent within 24 hours.
- J. All specified materials shall be applied when surface temperature and surface moisture is as recommended in manufacturer data sheets.

OAKLEAF APARTMENTS: SITE CONFIGURATION



OAKLEAF APARTMENTS: PHOTOGRAPHS





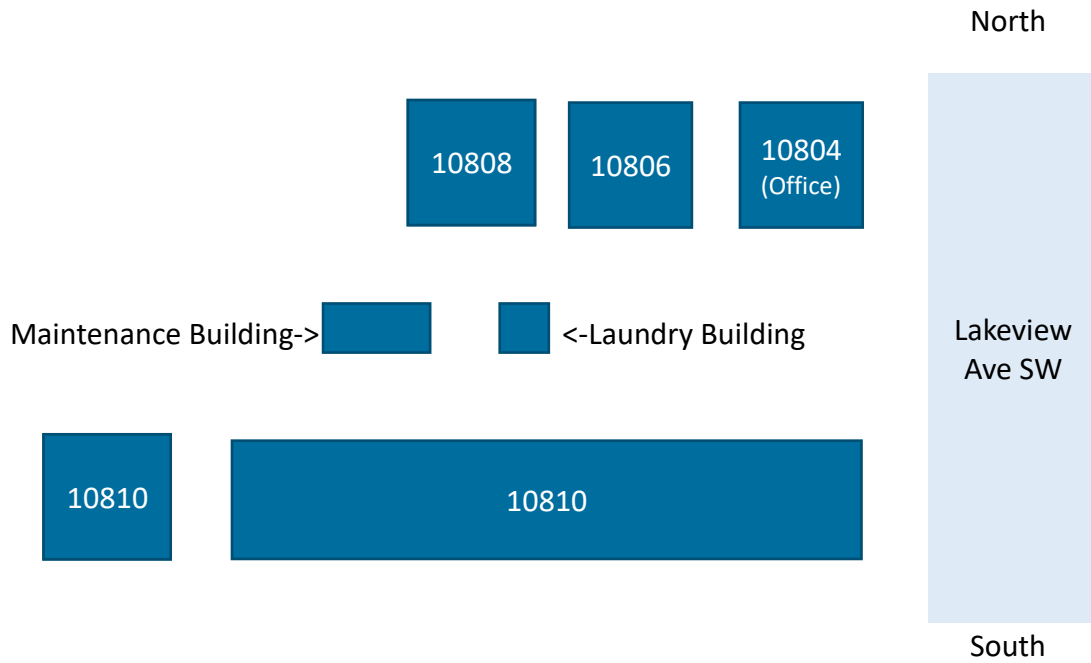








VILLAGE SQUARE: SITE CONFIGURATION



VILLAGE SQUARE: PHOTOGRAPHS













The below was accessed from <https://sam.gov/wage-determination/WA20230093/2>, on March 1, 2023.

Highlighted rates are for painters and general laborers.

Please refer to SAM.gov prior to the submission of your bid to check for any changes to the appropriate Federal Prevailing Wage rate.

"General Decision Number: WA20230093 01/27/2023

Superseded General Decision Number: WA20220093

State: Washington

Construction Type: Residential

County: Pierce County in Washington.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all	

	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

BRWA0001-018 06/01/2021

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 46.14	16.97
BRICKLAYER.....	\$ 46.14	16.97

ELEV0019-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.25	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

LABO0238-001 06/01/2019

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 28.21	13.00

LABO0242-001 06/10/2021

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 42.98	13.19

PAIN0188-006 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 34.80	13.56

PLAS0528-003 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.00	19.59

* SFWA0699-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.13	26.40

SHEE0066-044 06/01/2019

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 56.09	28.02

TEAM0690-010 01/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 3.....	\$ 28.16	17.40
GROUP 4.....	\$ 28.49	17.40
GROUP 5.....	\$ 28.60	17.40
GROUP 6.....	\$ 28.76	17.40
GROUP 7.....	\$ 29.30	17.40
GROUP 8.....	\$ 29.62	17.40

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)
- GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)
- GROUP 5: Trucks, side, end, bottom and articulated end dump
(over 12 yds. to & including 20 yds.)
- GROUP 6: Trucks, side, end, bottom and articulated end dump
(over 20 yds. to & including 40 yds.)
- GROUP 7: Truck, side, end, bottom and articulated end dump
(over 40 yds. to & including 100 yds.)
- GROUP 8: Trucks, side, end, bottom and articulated end dump
(over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
cerfication is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

SUWA2011-013 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 20.37	7.02
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 24.59	0.00
ELECTRICIAN.....	\$ 33.54	11.71
LABORER: Common or General.....	\$ 23.21	9.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 34.75	15.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.53	0.00
OPERATOR: Bulldozer.....	\$ 29.63	0.00
OPERATOR: Concrete Pump.....	\$ 33.57	15.15
PAINTER (Brush, Roller, and Spray).....	\$ 23.24	7.20
PAINTER: Drywall Finishing/Taping Only.....	\$ 34.36	14.34
PLUMBER.....	\$ 30.53	7.84
ROOFER.....	\$ 23.12	2.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

This page left intentionally blank.



PIERCE COUNTY HOUSING AUTHORITY

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

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, and cost associated with the performance of the work item.
- ☐ Read and complete the Organization Profile Form
- ☐ Read and Complete the Statement of Bidder Qualifications Form
- ☐ Read, sign, and have notarized the Non-Collusion Affidavit Form.
- ☐ Read and sign the Disclosure of Conflict of Interest Form
- ☐ Carefully read, input information as requested by the various sections of the HUD Form 5369, HUD Form 5369-A, and HUD Form 5369-C Section II.
- ☐ 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.
- ☐ Read, sign, and have notarized the Declaration of Accuracy



PIERCE COUNTY HOUSING AUTHORITY

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

Bid Form: Base Project

Project: CDBG-23-01 Issue

Date: March 13, 2023

Labor		Cost
Painters		
General Laborers		
Other (Describe):		
Subtotal of Labor:		
Materials and Supplies		Cost
Sundries		
Surface Preparation (SF)		
Primer (SF)		
Paint (Total for Two Coats) (SF)		
Paint/Sundry Disposal and/or Recycling		
Other (Describe):		
Subtotal of Materials and Supplies:		
Other Costs	Cost-As-Percentage of Total	Total Cost
Administrative Costs (bonding, insurance, etc.)		
Overhead and Profit		
Other (Describe):		
Other (Describe):		
Subtotal of Other Costs :		

GRAND TOTAL COST

Written Amount of Grand Total

PCHA will determine low bid by adding the Base Project Bid to the Replacement Pricing in three potential scenarios: (1) in which completion of the project requires 3000 total SF of Siding Replacement and 1000 total LF of Trim Replacement, averaged across all items in each category; (2) in which completion of the project requires 6000 total SF of Siding Replacement and 2000 total LF of Trim Replacement, averaged across all items in each category; and (3), in which completion of the contract requires 9000 total SF of siding replacement and 3000 total LF of Trim Replacement, averaged across all items in each category. As PCHA cannot provide an upfront estimate on the SF and LF replacements that will be needed throughout the course of the contract, the lowest bidder will be determined as the bidder whose price is most advantageous when taking into consideration the base bid and these three potential (but not specifically expected nor guaranteed) scenarios. The signed contract cost with the selected contractor will be the Base Project Cost, with replacement items added by change order.

The undersigned, having examined the specifications, and being familiar with all of the conditions surrounding services of the proposed project; hereby proposes to furnish all labor, material, equipment, machinery, tools, supplies, permits and certificates, as listed below, to perform all work required, in strict accordance with PCHA specifications and contract requirements. Any additional costs or alterations to this bid form will not be accepted. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Signature	Date	on Behalf of	Organization
Printed Name			Title



PIERCE COUNTY HOUSING AUTHORITY

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

Bid Form: Replacement Pricing

Project: CDBG-23-01

Issue Date: March 13, 2023

SIDING	Cost per SF	Quantity Discount Threshold in SF or \$ (if Applicable)	Cost per SF After Quantity Discount (if Applicable)
Hardi Board Siding			
Wood Siding			
Other (Describe):			
TRIM	Cost per LF	Quantity Discount Threshold in LF or \$ (if Applicable)	Cost per LF After Quantity Discount (if Applicable)
1x2 Wood Trim			
1x4 Wood Trim			
1x6 Wood Trim			
1x8 Wood Trim			
5/4x2 Wood Trim			
5/4x4 Wood Trim			
5/4x8 Wood Trim			
2x2 Wood Trim			
2x4 Wood Trim			
2x6 Wood Trim			
2x8 Wood Trim			
Other (Describe):			

PCHA will determine low bid by adding the Base Project Bid to the Replacement Pricing in three potential scenarios: (1) in which completion of the project requires 3000 total SF of Siding Replacement and 1000 total LF of Trim Replacement, averaged across all items in each category; (2) in which completion of the project requires 6000 total SF of Siding Replacement and 2000 total LF of Trim Replacement, averaged across all items in each category; and (3), in which completion of the contract requires 9000 total SF of siding replacement and 3000 total LF of Trim Replacement, averaged across all items in each category. As PCHA cannot provide an upfront estimate on the SF and LF replacements that will be needed throughout the course of the contract, the lowest bidder will be determined as the bidder whose price is most advantageous when taking into consideration the base bid and these three potential (but not specifically expected nor guaranteed) scenarios. The signed contract cost with the selected contractor will be the Base Project Cost, with replacement items added by change order.

The undersigned, having examined the specifications, and being familiar with all of the conditions surrounding services of the proposed project; hereby proposes to furnish all labor, material, equipment, machinery, tools, supplies, permits and certificates, as listed below, to perform all work required, in strict accordance with PCHA specifications and contract requirements. Any additional costs or alterations to this bid form will not be accepted. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

_____ 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: CDBG-23-01 Issue Date: March 13, 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

_____	_____	on Behalf of	_____
Signature	Date		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"/> Hispanic-Owned _____ %	<input type="checkbox"/> Asian/Pacific Islander-Owned _____ %	<input type="checkbox"/> Native American-Owned _____ %
<input type="checkbox"/> Woman Owned (Non-MBE) _____ %	<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Disabled Veteran 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.

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



PIERCE COUNTY HOUSING AUTHORITY

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

Statement of Bidder Qualifications (Construction/Maintenance)

Project:

Issue Date:

CONTENTS

Excerpts from HUD 7460.8 REV-1 SECTION 10.2.A, 10.2.E	1
Financial Resources	2
Past Performance	2
Project Capacity	3
Technical Resources & Major Equipment	4
Labor Force	5
List of Proposed Subcontractors.....	6
Previous Related Experience #1.....	7
Previous Related Experience #2.....	8
Previous Related Experience #3.....	9

EXCERPTS from HUD 7460.8 REV-1 SECTION 10.2.A, 10.2.E

10.2.A: General Requirements and Definition

“PHA’s shall not award any contract until the prospective contractor, i.e., low responsive bidder or successful low offeror, has been determined to be responsible. A responsible bidder must:

- 1. Have adequate financial resources to perform the contract, or the ability to obtain them;*
- 2. Have the necessary organization experience, accounting and operational controls, and technical skills, or the ability to obtain them;*
- 3. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration the bidder’s offeror’s existing commercial and government business commitments;*
- 4. Have a satisfactory Performance Record;*
- 5. Have a satisfactory record of integrity and business ethics; and*
- 6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred, or under a HUD-imposed Limited Denial of Participation.*

10.2.E: Determination of No-Responsibility

“With the exception of finding that a bidder/offeror is suspended, debarred, or under a HUD LDP, a determination of non-responsibility will be a matter of judgement on the part of the PHA, given the preponderance of evidence. If the facts indicate that the bidder/offeror fails to meet the requirements for responsibility, the Contracting Officer shall document the findings of fact that led him/her to make the determination.”

Signature

Date

on Behalf of

Organization/Bidder

Printed Name

Title

FINANCIAL RESOURCES

Please attach a Financial Statement (e.g., audited preferred is available) including the bidders latest monthly balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- Net Fixed Assets
- Current Liabilities (e.g., accounts payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings)

Name of Firm preparing the attached financial statement, and date thereof: _____

Is the attached financial statement for the identical organization named as the Bidder?

☐ Yes

☐ No

If No, please attach a full detailed explanation of the financial relationship between these organizations, and if the organization whose financial statement attached is acting as a guarantor for the Bidder.

PAST PERFORMANCE

1. Has the Bidder ever previously done work on Public Work projects or was subject to Prevailing Wage requirements?

☐ Yes

☐ No

2. Has the Bidder ever failed to complete any work awarded to it?

☐ Yes

☐ No

If Yes, please attach a full detailed explanation.

3. Within the last five years, has any officer or principal of the Bidder ever been an officer or principal of another organization when it failed to complete a construction contract?

☐ Yes

☐ No

If Yes, please attach a full detailed explanation.

Signature	Date	on Behalf of	Organization/Bidder
Printed Name			Title

13. PROJECT CAPACITY

1. Total worth of work in progress and under contract in the state of Washington: _____
2. Five FY average annual income from construction work in the state of Washington: _____
3. Please list all current projects for which the bidder is performing work in the table below. Please attach another page if there are not enough lines for all projects.

CURRENT PROJECT NAME	Owner	Architect	Contract Amount	Percent Complete	Scheduled Completion Date

4. Please list the ten largest projects by Contract Amount the bidder has completed in the last five years.

PROJECT NAME	Owner	Architect	Contract Amount	Percent of Total Work	Date of Completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature

Date

on Behalf of

Organization/Bidder

Title

Printed Name

14. TECHNICAL RESOURCES & MAJOR EQUIPMENT

Please list all jurisdictions in Washington in which the Bidder is legally qualified and indicate registration and license numbers, if applicable.

Trade/ Type of Work	Jurisdiction(s)Licensed	% of Projects In Which Trade Performed	% of Total Work Performed by Bidder	License/Registration # (If Applicable)

Please list all vehicles, machinery, and major equipment that is owned by or available to the Bidder that will be used to complete work on this project. Hand tools and power tools with a value under \$500 do not need to be listed.

Equipment Type	Specifications	Is This Equipment Owned Outright, Leased, Borrowed, Other?	Year Acquired	% of Staff Capable of Operating Equipment	License/Registration # (If Applicable)

Signature

Printed Name

Date

on Behalf of

Organization/Bidder

Title

15. LABOR FORCE

Please provide the following information for every direct employee intended to perform any labor for this project. Use additional sheets if necessary.

[illegible]

Signature

Date _____

on Behalf of

Organization/Bidder

Printed Name

Title

16. LIST OF PROPOSED SUBCONTRACTORS

Please report all subcontractors that will do business on this project. Changes to the subcontractor list must be reported before any new subcontractors do work on the project. Debarred or suspended subcontractors will render a bidder ineligible to receive an award. Check subcontractor status on SAM.gov and Ini.wa.gov prior to submission.

Use additional sheets as needed.

SUBCONTRACTOR #1			
Subcontractor Name:			
Address:			
UBI #:			
Trade/Specialty:			
Is This Entity Currently Under Contract/Retainer with the Bidder?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Minority-Owned Business Enterprise (MBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Woman-Owned Business Enterprise (WBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Small Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Section 3 Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SUBCONTRACTOR #2			
Subcontractor Name:			
Address:			
UBI #:			
Trade/Specialty:			
Is This Entity Currently Under Contract/Retainer with the Bidder?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Minority-Owned Business Enterprise (MBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Woman-Owned Business Enterprise (WBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Small Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Section 3 Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SUBCONTRACTOR #3			
Subcontractor Name:			
Address:			
UBI #:			
Trade/Specialty:			
Is This Entity Currently Under Contract/Retainer with the Bidder?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Minority-Owned Business Enterprise (MBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Woman-Owned Business Enterprise (WBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Small Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Section 3 Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SUBCONTRACTOR #4			
Subcontractor Name:			
Address:			
UBI #:			
Trade/Specialty:			
Is This Entity Currently Under Contract/Retainer with the Bidder?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Minority-Owned Business Enterprise (MBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is This Entity Registered as a Woman-Owned Business Enterprise (WBE)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Small Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does This Entity Meet the Criterion to Qualify as a Section 3 Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature

Date

on Behalf of

Organization/Bidder

Printed Name

Title

17. PREVIOUS RELATED EXPERIENCE #1

The Bidder shall list a total of three (3) firms, governmental units, or person for whom the bidder has previously performed and completed work of substantially similar nature to the that requested under this IFB.

REFERENCE #1	
PROJECT NAME:	
Owner:	
Initial Contract Amount:	
Date Begun:	
Projected Completion Date:	
Actual Completion Date:	

CONTACT NAME:	
Contact Telephone #:	
Contact Email:	

CHANGE ORDERS				
#	Date Issued	Description of Change	Reason for Change	Total \$ Value per Change
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
Total \$ Value of All Change Orders				

Final Amount Paid to Bidder:	
-------------------------------------	--

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

18. PREVIOUS RELATED EXPERIENCE #2

The Bidder shall list a total of three (3) firms, governmental units, or person for whom the bidder has previously performed and completed work of substantially similar nature to the that requested under this IFB.

REFERENCE #2	
PROJECT NAME:	
Owner:	
Initial Contract Amount:	
Date Begun:	
Projected Completion Date:	
Actual Completion Date:	

CONTACT NAME:	
Contact Telephone #:	
Contact Email:	

CHANGE ORDERS				
#	Date Issued	Description of Change	Reason for Change	Total \$ Value per Change
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
Total \$ Value of All Change Orders				

Final Amount Paid to Bidder:	
-------------------------------------	--

 Signature

 Date

on Behalf of

 Organization/Bidder

 Printed Name

 Title

19. PREVIOUS RELATED EXPERIENCE #3

The Bidder shall list a total of three (3) firms, governmental units, or person for whom the bidder has previously performed and completed work of substantially similar nature to the that requested under this IFB.

REFERENCE #3	
PROJECT NAME:	
Owner:	
Initial Contract Amount:	
Date Begun:	
Projected Completion Date:	
Actual Completion Date:	

CONTACT NAME:	
Contact Telephone #:	
Contact Email:	

CHANGE ORDERS				
#	Date Issued	Description of Change	Reason for Change	Total \$ Value per Change
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
Total \$ Value of All Change Orders				

Final Amount Paid to Bidder:	
-------------------------------------	--

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

This page left intentionally blank.



PIERCE COUNTY HOUSING AUTHORITY

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

Non-Collusion Affidavit

Project: CDBG-23-01

Issue Date: March 13, 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

This page left intentionally blank.



PIERCE COUNTY HOUSING AUTHORITY

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

Disclosure of Conflict of Interest

Project: CDBG-23-01

Issue Date: March 13, 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	PCHA'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

This page left intentionally blank.

**U.S. Department of Housing and
Urban Development**

Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**
(FORM 5369)

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders 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*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD- 5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines 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 Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. 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

a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders 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 prospective bidders.

(b) Any information obtained by, or provided to, a bidder 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) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA 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 PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) 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 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) 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 date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from 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, bidders 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 PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(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 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 paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA 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 (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"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 Riley Guerrero by submitting

the protest to the Front Desk of 603 Polk St. Tacoma WA, 98444 between the hours of 9:00 AM and 4:00 PM, Monday-Thursday.

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/ IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high 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 PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive 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 prices which are significantly overstated for other work.

(g) A written award shall 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 contracts exceeding \$25,000)

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, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. 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 may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(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 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. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(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 bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. 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). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian

tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph

(d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest

responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does

not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA ☐ does ☐ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs**
(FORM 5369-A)

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Table of Contents

Clause Page

1. [Certificate of Independent Price Determination](#) 1
2. [Contingent Fee Representation and Agreement](#) 1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 1
4. [Organizational Conflicts of Interest Certification](#) 2
5. [Bidder's Certification of Eligibility](#) 2
6. [Minimum Bid Acceptance Period](#) 2
7. [Small, Minority, Women-Owned Business Concern Representation](#) 2
8. Indian-Owned Economic Enterprise and Indian Organization Representation 2
9. Certification of Eligibility Under the Davis-Bacon Act 3
10. Certification of Nonsegregated Facilities 3
11. Clean Air and Water Certification 3
12. Previous Participation Certificate 3
13. [Bidder's Signature](#) 3

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) Has 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 subparagraphs (a)(1) through (a)(3) above; and
- (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.

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

- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, 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. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (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 PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA 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 PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA 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. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
(applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil

penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) 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 provision.

4. 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.

5. 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, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.
(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 HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA 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 PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period]

calendar days.

- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) 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.

7. 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) ☐ is, ☐ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this

provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

- (b) ☐ is, ☐ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.

S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated 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 Nonsegregated Facilities

A Certification of Nonsegregated 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.

- 11. 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 PHA/IHA 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 nonexempt subcontract.

- 12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

- (a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

- (b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. 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)

This page left intentionally blank.

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing Office of Labor
Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance)
greater than \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100)
greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract,

whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have

been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, 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:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory 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 this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes

exception to such decision, the decision shall be final and conclusive.

- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing

to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

15. Limitation on Payments to Influence Certain Federal

Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract,

grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not

specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
 - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
 - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by

law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that

all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a sub- contractor or vendor as a result of such direction, the [contractor/ seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- viii. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

5. The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the

[contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

7. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 75, 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 75 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 contractor's 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance

Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
 - (i) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

This page left intentionally blank.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 sections. These sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II: Labor Standard Provisions for All Maintenance Contracts Greater than \$2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criterion has been met:

- (1) The work to be performed by the classification required is not performed by a classification in the Wage Determination;
- (2) The classification is utilized in the area by the industry; and
- (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification

under this Contract from the first day on which work is performed in the classification.

2. Withholding of Funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

- (i) Name, address and Social Security Number;
- (ii) Correct work classification or classifications;
- (iii) Hourly rate or rates of monetary wages paid;
- (iv) Rate or rates of any fringe benefits provided;
- (v) Number of daily and weekly hours worked;
- (vi) Gross wages earned;
- (vii) Any deductions made; and
- (viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined wage rate for the work they perform when they are employed pursuant to and individually registered in:

- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA) Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days

of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination or the applicable (iii) classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning Labor Standards

- (a) Disputes arising out of the Labor Standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
 - (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of

findings after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of

the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

This page left intentionally blank.

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

This page left intentionally blank.

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

This page left intentionally blank.

CITY OF LAKEWOOD E-VERIFY REQUIREMENTS FOR CONTRACTORS

By Ordinance, the City of Lakewood requires that all contractors who enter into agreements to provide services or products to the City use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is run by the Department of Homeland Security.

Who is affected?

- All contractors doing business for the City of Lakewood. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Lakewood contract.

How will the City of Lakewood check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Lakewood has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

http://www.uscis.gov/e-verify

If you have questions about the City's E-Verify Ordinance, please contact the City of Lakewood's legal department prior to contracting with the City.

CITY OF LAKEWOOD

**AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42
“E-VERIFY”**

As the person duly authorized to enter into such commitment for

(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

- ☐ Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 for the duration of the contract entered into between the City of Lakewood and the Company or Organization.

OR

- ☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

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 Obligee, 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 Obligee 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 Obligee in accordance with the said bid and award shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee 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 Obligee, 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.

This page left intentionally blank.



PIERCE COUNTY HOUSING AUTHORITY

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

Declaration of Accuracy

Project: CDBG-23-01

Issue Date: March 13, 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)

5. 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

This page left intentionally blank.



PIERCE COUNTY HOUSING AUTHORITY

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

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 CDBG-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 20th of the month must have been mailed by the 15th 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, 40114th St SW, 2nd 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

CITY OF LAKEWOOD CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

CITY OF LAKEWOOD

CONTRACT AND PROCUREMENT ASSISTANCE PROGRAM FOR HUD FUNDED PUBLIC WORKS PROJECTS

Including:

- ❖ Attachment A: GENERAL REQUIREMENTS
- ❖ Attachment B: MINORITY/WOMEN BUSINESS ENTERPRISE GOALS
- ❖ Attachment C: EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS
- ❖ Attachment D: LABOR STANDARDS REQUIREMENTS
- ❖ Attachment E: DATA REQUIREMENTS
- ❖ Attachment F: SECTION 3 REQUIREMENTS

ATTACHMENT A: General Requirements

SCOPE

These regulations are applicable to all City of Lakewood (City) public works projects funded in whole or in part with HUD, Community Development Block Grant monies. Each such project will be individually evaluated by the City of Lakewood to determine what opportunities exist for procurement of supplies and subcontracting and to establish reasonable MBE/WBE participation.

I. RECORDS

The prime contractor and any of its subcontractors or suppliers shall, upon request of the City of Lakewood, the State of Washington, or the federal government (as appropriate), submit and/or make available for inspection, examination, audit and/or copying, all business records, papers, transcriptions, or copies of records and other documents or data relating to this public works project in any manner which is deemed necessary and appropriate by the City, or other authorized agency. Failure to provide such data or documents in a timely manner may result in suspension or termination of the contract, suspension of payments due hereunder, or other appropriate action.

II. CITY OF LAKEWOOD BUSINESS AND EMPLOYEES

Economic assistance should be directed, to the greatest degree possible, to those women and minority firms normally doing business within the City of Lakewood.

III. COMPLIANCE

All references in this program to the City of Lakewood and all documentation specified in this program shall be delivered to the City of Lakewood.

IV. CLOSEOUT & RETAINAGE

Retainage, in the amount of 5 percent of the contract value, shall be withheld from payments due the contractor in accordance with applicable state law. For the purposes of this project, it is understood and agreed that retainage shall be paid into an escrow account as specified in an Escrow Agreement to be completed as part of contract documentation. Closeout of this public works contract and the subsequent release of the contractor's retainage shall not be authorized until all of the requirements of this contract and procurement assistance program, including the provision of required documentation and data have been fulfilled, as evidenced by a final release from the City of Lakewood.

V. LEAD-BASED PAINT HAZARDS

For any public works project associated with the construction or rehabilitation of residential structures, or where children under 6 years of age have access to painted surfaces, the contractor and subcontractors will comply with federal regulations concerning the elimination of lead-based paint hazards.

VI. CHANGES AND AMENDMENTS

1. All changes and amendments to this Agreement, except for the return of unused funds following project completion, shall be by written, formal Change Order in a style and form acceptable to the City.
2. No change or amendment to this Agreement shall be implemented pending execution by both parties of the formal Change Order, except when immediate implementation of the change or amendment shall be necessary and reasonable to protect life or property, or could not otherwise be avoided. In such instance, verbal confirmation shall be obtained as quickly as reasonably possible and a formal Change Order issued within three working days.

VII. ACCESS, EXAMINATION, MONITORING AND AUDIT

The City, the State Auditor, HUD, a selected independent auditor, or their delegates shall have the right of access to, and the right to examine, monitor and copy all business records, books, papers and documents relating to the Agreement, pursuant to appropriate state and federal regulations, requirements and standards, all of which are incorporated herein by reference. Such access, examination and monitoring may include, but is not limited to, inspections and reviews on site, or in the office of the Contractor, or any contractor, subcontractor, or supplier receiving CDBG funds. Client confidentiality will be respected and maintained to the greatest possible degree.

VIII. CODE OF CONDUCT

No official, employee or agent of any federal, state or local government for the area in which this project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this Agreement, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with this project

IX. RIGHTS IN DATA

The City and HUD retain a non-exclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize all data and materials generated and/or provided hereunder.

X. COMPLIANCE WITH FEDERAL REGULATIONS

Federal Regulations applicable to CDBG. The Owner(s), Contractor, and all its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. These laws and regulations are incorporated in this Agreement by reference:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of this project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601(a).
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601(b).
3. The Fair Housing Act (42 U.S.C. 3601-3620) relating to nondiscrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.
4. Age Discrimination Act of 1975, as Amended (42 U.S.C. 6101), concerning the prohibition of age discrimination in programs receiving Federal financial assistance as implemented by HUD regulation 24 CFR Part 146.
5. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601(c).
6. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
7. Americans with Disabilities act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
8. Fair Housing Act, providing that multi-unit family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19).
9. Section 504 of the Rehabilitation Act of 1973, relating to nondiscrimination in federally assisted programs on the basis of handicap and requiring that "qualified individuals with handicaps" have access to programs and activities that receive federal funds.
10. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), requiring certain federal and federally funded buildings and other facilities be designed, constructed or

altered in accordance with standards ensuring accessibility to, and use by, physically handicapped people.

11. The construction labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.

12. Contract Work Hours and Safety Standards Act, as Amended (40 U.S.C. 327-333), concerning mechanics and laborers employed on federally-assisted construction jobs be paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages if violations occur. This Act also addresses safe and healthy working conditions.

13. Copeland (Anti-kickback) Act (40 U.S.C. 2776c), governing allowable deductions from paychecks. The Act makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

14. Fair Labor Standards of 1938, as Amended (29 U.S.C. 201, et seq.), establishing the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

15. Executive Order 11246 dealing with nondiscrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607(a).

16. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of City low-income residents as employees and trainees and utilization of the City of Lakewood business as contractors, subcontractors, and suppliers as implemented by HUD regulation 24 CFR 570.607(b).

17. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of Section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) as implemented by HUD regulation 24 CFR 570.605.

18. Section 202 of the Flood Disaster Projection Act of 1973 (42 U.S.C. 4106), requiring that Federal funds not be provided to an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless: 1. The community is participating in the National Flood Insurance Program, or it has been less than a year since the community was designated as having special flood hazards; and 2. Flood insurance is obtained in accordance with Section 102(a) of the Act.

19. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.

20. The Lead Based Paint Poisoning Prevention Act (42.U.S.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.

21. The regulations, policies, guidelines and uniform administrative requirements of 24 CFR 200.

22. National Environmental Protection Act of 1969, providing that an environmental review (NEPA Part 58) must be completed by the City prior to commitment of funds, CDBG, HOME or otherwise. All parties shall comply with all conditions and requirements of the National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR Part 58, as directed by the City.

Funds shall not be committed by the Department or any subrecipient, CDBG or otherwise, prior to notification by the City of successful completion of a NEPA Part 58 Environmental Review.

23. Executive Orders 11625, 12138 and 12432, and Public Law 95-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).

24. The provisions of the Hatch Act limiting political activities of government employees.

25. Executive Order 11288 relating to the prevention, control and abatement of water pollution.

26. HUD Regulations for implementing the Community Development Block Grant Program contained in 24 CFR 570.

Note: Copies of applicable laws and regulations are available upon request from the Community Development Department. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the Contractor.

XI. AFFIRMATIVE ACTION

If the Contractor has an established Affirmative Action Plan in place, it shall furnish a copy to the City as part of this Agreement. In all hiring or employment made possible by or resulting from this contract (i) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (ii) affirmative action will be taken to ensure that applicants are employed, and that that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and

selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting forth the provision of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Each participant in this contract will comply with all requirements imposed by or pursuant to regulations of HUD Title VI of the Civil Rights Act of 1964 and any subsequent acts.

XII. DEBARRED CONTRACTORS

The Contractor, and its consultants and contractors shall not fund, contract with, or engage the services of any consultant, contractor, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive federal funds. The names of all contractors, subcontractors, consultants, suppliers, and other parties who will receive federal funding under this project shall be checked and approved by the City before entering into any agreement with them for the provision of goods or services on this project.

XIII. BIDDER CERTIFICATION

As part of its bid package, each bidder will provide a copy of its "Contractor's License" to verify that such does exist. Also, each bidder will certify that it is, or is not involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give the City the right to cancel the contract or apply other legal or administrative remedies.

XIV. DRUG FREE WORKPLACE

The Contractor, and its consultants and contractors shall maintain a drug free workplace(s) throughout the life of this Agreement.

XV. LOBBYING CERTIFICATION

The Contractor, and its consultants and contractors, shall certify to the best of its knowledge and belief:

1. No federal appropriated funds have been paid, or will be paid by, or on behalf of the Contractor, and its consultants and contractors, or any of its elected or appointed officials or employees, 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 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If funds other than federal appropriated funds 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 this federally funded agreement, the Contractor, and its consultants and contractors shall complete and submit to the City, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from LGS upon request.

3. The Contractor, and its consultants and contractors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVI. VOLUNTEER LABOR

Volunteer labor utilized by Contractor, and its consultants and contractors on physical improvement projects is exempt from Davis-Bacon prevailing wage requirements

providing that such volunteers receive no more than limited compensation, benefits, expenses, etc. for their services and that the volunteers are not otherwise employed on the project in any construction capacity. Any use of volunteer labor must be fully documented by the Contractor and pre-approved by the City of Lakewood.

ATTACHMENT B: MINORITY/WOMEN BUSINESS ENTERPRISE GOALS

I. GOALS

The City of Lakewood encourages a “good faith effort” to utilize WBE’s, MBE’s and City of Lakewood Businesses as contractors, subcontractors, manufacturers and suppliers during the period of the project and to meet the federal requirements as follows:

All necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever there are potential sources;
3. 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;
4. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

The State of Washington has established the following MWBE goals. These goals are voluntary, but achievement of the goals is encouraged. No preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive on that basis. Bidders may contact the State Office of Minority and Women Business Enterprises at 360-753-9693 to obtain information on certified firms.

<u>Class of contract</u>	<u>MBE%</u>	<u>WBE%</u>
Construction/Public Works	10	6
Architects/Engineers	10	6
Professional Services	10	4
Purchased Services	10	6
Purchased Goods	8	4

II. COUNTING MBE/WBE PARTICIPATION TOWARDS GOALS

- A. MBE/WBE subcontractor and suppliers participation shall be counted toward meeting goals set in accordance with the following criteria.

- B. Eligible MBE or WBE subcontractors, suppliers or manufacturers selected for participation in this project may be counted toward the applicable MBE or WBE goals at 100 percent of the value of their subcontract with the prime contractor, or another subcontractor or supplier except as listed below:
1. The dollar value of a contract to a certified Combination MBE/WBE, owned and controlled by both minority males and females (either minority or non-minority) may be counted toward either goal at full value or both goals (at 50 percent value to each) at the discretion of the bidder.
 2. The bidder may count toward its MBE/WBE goals a portion of the total dollar value of a joint venture agreement or a subcontract or supply contract with a joint venture (between subcontractor or suppliers) or partnership equal to the percentage of the ownership and control of the joint venture or partnership by the MBE/WBE partner.
 3. The bidder may count toward its MBE/WBE goals only those expenditures to MBE/WBE's that perform a commercially useful function in the work of this contract. Brokers and conduits shall not be counted toward MBE/WBE goals.
 4. The bidder may count toward its MBE/WBE goals expenditures for materials and goods obtained from MBE/WBE suppliers and manufacturers, as provided below:
 - a. The bidder may count its entire expenditure to an MBE/WBE manufacturer.
 - b. The bidder may count towards its goals, only 60 percent of its expenditures to MBE/WBE suppliers that are not manufacturers, provided the MBE/WBE supplier performs a commercially useful function.
 5. Lower tier subcontracts or supply contracts may be counted towards the bidder's goals only to the extent that they do not duplicate participation already counted through the utilization of a higher tier subcontractor or supplier.

III. SELECTION OF A SUCCESSFUL BIDDER

- A. The successful bidder shall be selected on the basis of having submitted the lowest responsive bid and which demonstrates a good faith effort to achieve those goals and which does not exceed the funds available to complete the project. The bidder shall identify the MBE/WBE firms, which will be used, including dollar amounts to each MBE/WBE, at time bids are submitted by completing and attaching to that bid the SUBCONTRACTOR CERTIFICATION FORM. \

IV. CONTRACT COMPLIANCE

Contract Compliance obligations and conditions of contract award relating to MBE/WBE participation on this project, and generally to all subcontractors, are specified below:

- A. Within 15 calendar days after the execution of the public works contract between City of Lakewood and the contractor, or at the Pre-Construction Conference, the contractor shall furnish to the City of Lakewood an executed, written copy of every subcontract or supply contract between the contractor and each subcontractor, supplier or

manufacturer and those utilized by the contractor to meet MBE/WBE goals. Written copies of all subcontracts or supply contracts subsequently entered into are to be provided to the City of Lakewood within 15 calendar days of execution.

- B. All firms acting as prime contractors shall perform with their own organization not less than 30 percent of the total original value of the work committed to be performed under this public works contract, except where major equipment purchases or major subcontracts diminish that possibility. The determination of what work constitutes 30 percent of the original value of the public works contract, or if the original value is to be diminished by major equipment purchases or subcontracts, shall be made by City of Lakewood.
- C. All subcontractors shall perform with their own organization not less than 75 percent of the total original value of the work committed to be performed under a subcontract with the prime contractor, except where major equipment purchases or major subcontracts diminish that possibility. The determination of what work constitutes 75 percent of the original value of the subcontract, or if the original value is to be diminished by major equipment purchases or lower tier subcontracts, shall be made by the City of Lakewood.
- D. M/WBE participation in this public works contract and a good faith effort to secure M/WBE participation is encouraged.
- E. To ensure that the purposes of State of Washington and U. S. Department of Labor MBE/WBE goals are achieved to the fullest extent possible, within the bounds of the law, the City shall review the contractor's MBE/WBE compliance effort during the performance of the public works contract.
- F. Each bidder, contractor and subcontractor shall submit all applicable documentation set forth immediately following the Agreement. In the event that a MBE or WBE subcontractor expects to share the resources of the prime contractor or another subcontractor in the form of financial assistance, facilities, equipment and/or personnel, a written statement detailing the extent of the shared resources and the reasons therefore shall be furnished to the City of Lakewood, at or before, the Pre-Bid Conference. If the subcontractor is added after construction has begun, that written statement shall be provided within 5 calendar days. That information shall be reviewed and evaluated by the City to ensure that the subcontractor is in compliance with contract provisions relating to accomplishment of a commercially-useful function and that the subcontractor will perform 75 percent of its subcontract task with its own forces. The decision of the City regarding the extent to which any shared resources will be allowed, or directions regarding corrective actions to be taken to bring such arrangements into compliance with contract specifications, shall be final.

ATTACHMENT C: Equal Employment Opportunity and Affirmative Action Requirements

I. EXECUTIVE ORDER 11246 - Attached

II. CERTIFICATION OF NON-SEGREGATED FACILITIES

- A. Each bidder shall submit with its bid, and each subcontractor subsequently employed shall furnish at the pre-construction meeting or beginning work, a Certification of Non-segregated Facilities as set forth in Attachment E. All requests to sublet, assign or otherwise dispose of any portion of this contract, at any level, shall be accompanied by evidence of this certification.

EQUAL EMPLOYMENT OPPORTUNITY

EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375

Executive order 11246, as amended by E.O. 11375, requires nondiscrimination in employment under federally assisted contracts. This order is administered by the Department of Labor, Office of Federal Contract Compliance. Executive Order 11246 includes in each contract a seven point equal opportunity clause in which the employer agrees not to discriminate against anyone in the hiring process or during employment on the basis of race, color, creed or national origin. In addition, the Contractor also agrees to take "affirmative action" to ensure that applicants are treated during their employment without regard to race, color, creed or national origin. Executive Order 11375 amends E.O. 11246 to "prohibit discrimination in employment because of race, color, religion, sex or national origin."

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the City of Lakewood and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vender. The Contractor will take such action with respect to any subcontract or purchase order as the City of Lakewood may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or threatened with litigation with a subcontractor or vender as a result of such direction by the City of Lakewood, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

DEPARTMENT OF LABOR
GOALS AND TIMETABLES FOR FEMALE AND MINORITY
PARTICIPATION IN THE CONSTRUCTION INDUSTRY

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for minority	Goals for females
	Participation for	participation in
Timetables	<u>each trade</u>	<u>each trade</u>
	6.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is **Pierce County Washington**

60-4.3 EQUAL OPPORTUNITY CLAUSES

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required in, and is part of all nonexempt federally-assisted construction contracts and subcontracts. In addition to the clauses described above, all federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all federally-assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the specification from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the federal social security number used on the employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with the Plan for those trades, which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or

Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free from harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the

Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools and minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

ATTACHMENT D: LABOR STANDARDS REQUIREMENTS

I. APPLICABILITY

- A. Federal monies fund the project covered by this public works contract. Labor Standards clauses contained in this section meet the requirements of the Washington State Department of Labor and Industries and the U.S. Department of Labor.

II. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

- A. Both those prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 and those established by the U.S. Department of Labor pursuant to the Davis-Bacon Act, which are in effect 10 calendar days prior to opening bids, are applicable to this public works contract. Copies of both rates are attached hereto and made a part hereof.
- B. All laborers and mechanics employed or working upon the site of this public work will be paid the higher of the state or federal prevailing wage rates and benefits unconditionally, not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted in Article X. of this Attachment D.
- C. The contractor and each subcontractor shall, on or before the date of commencement or work, file an Intent To Pay Prevailing Wage form under oath with the owner and the Washington State Department of Labor and Industries, certifying the rate of hourly wages paid and to be paid each classification of laborers, workmen or mechanics employed upon the public work by the contractor or subcontractor, which rate shall not be less than the applicable State prevailing wage rates. Such statement and any subsequent statements (including the Affidavit of Wages Paid form) shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
- D. The contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the Department of Labor and Industries.

NOTE: Until an approved copy of the Intent To Pay form is provided to the City, the City is prohibited by law from releasing any payment to the contractor for the public work covered by that form.

III. FRINGE BENEFITS

- A. Fringe benefits required to be paid to laborers and mechanics may be paid in a variety of ways. Benefits may be paid directly to laborers and mechanics as an addition to their hourly wage. Benefits may also be paid directly to any union to which the laborer or mechanic belongs if authorized by a collective bargaining agreement to that effect. Benefits may also be paid to a trustee or other third person, if a plan or program specifying such payments is pre-approved by the City of Lakewood. Or finally, benefits may be paid as some combination of the above.

- B. The hourly mix of fringe benefits and wages specified in the prevailing wage rates are, to some extent, flexible, and may be varied in particular situations provided that each employee receives a total of wages and fringes which equals the total wages and fringes specified.
- C. Where an employer has established a benefit program which requires the pre-approval of the City of Lakewood, that contractor or subcontractor shall maintain records which show that the commitment to provide benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits. Only employee benefit programs that meet the requirements of Article X. of this Attachment D. will be approved.
- D. Each contractor and each subcontractor employed on this public work shall make its employment and benefit records covered by this contract available for inspection by authorized representatives of the City of Lakewood, the State of Washington or the federal government. Such representatives shall also be permitted to interview employees of the contractor or any subcontractor during working hours on the job and without interruption or intimidation.

IV. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

In some instances, the minimum wage rates prescribed in the public works contract for a class of laborers or mechanics include a fringe benefit that is not expressed as an hourly wage rate. Whenever the contractor is obligated to pay the cash equivalent of such a fringe benefit, City of Lakewood requires that an hourly cash equivalent be established and approved by the City of Lakewood before the first payment to that class of laborers or mechanics.

V. OVERTIME COMPENSATION

Laborers or mechanics (including watchmen or guards) employed on this public work project shall be compensated for any overtime earned for work in excess of 40 hours in any calendar week at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in any calendar week.

NOTE: In addition to the above, the federal Contract Work Hours And Safety Standards Act provides that contractors or subcontractors failing to promptly pay overtime due any employee are liable to the United States for liquidated damages in the amount of \$10 per day per employee for each calendar day such employee was required or permitted to work in excess of the standard hours without payment of overtime.

VI. UNDERPAYMENTS OF WAGES, BENEFITS OR OVERTIME

- A. As noted above, contractors and subcontractors on this public work project are responsible to pay all laborers and mechanics employed on this project prevailing wages, benefits and overtime as appropriate. In case of underpayment of such wages, benefits and/or overtime by the contractor, or any subcontractor to such laborers or

mechanics, the contractor and/or subcontractor shall make prompt restitution to those laborers or mechanics when directed to do so by the City.

- B. Where the contractor or subcontractor fails to make prompt payment and/or restitution when directed to do so, the City of Lakewood, in addition to such other rights as may be afforded it under this public works contract, may withhold from the contractor, out of any payments due them under this contract, or any other contract between the contractor and the City of Lakewood containing prevailing wage requirements, so much of that payment as the City of Lakewood may consider necessary to pay those laborers or mechanics the full amount of the prevailing wages, benefits and/or overtime required by the public works contract. The amount so withheld may be disbursed by the City of Lakewood, for and on account of the contractor or the subcontractor, directly to the respective laborer(s) or mechanic(s) to whom the same is due, and the City may pay on the laborer(s) or mechanic(s) behalf, an amount equal to such underpaid fringe benefits to approved benefit plans, funds, programs or trusts.

In addition to the above, and if necessary to ensure payment and/or restitution, the City of Lakewood shall request other federal or state agencies holding (or funding) a contract(s) with the contractor which contains prevailing wage requirements, to withhold from that contract(s), the amount necessary for payment or restitution of underpayments noted in A. above.

VII. EMPLOYMENT OF APPRENTICES/TRAINEES

- A. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform only when they are employed and individually registered in a bona fide apprenticeship or training program registered with the State apprenticeship agency. Individuals employed in the first 90 days of probationary employment as an apprentice or trainee in such an apprenticeship and training program, who are not individually registered in the program, but who have been certified by the State apprenticeship agency to be eligible for probationary employment as an apprentice or trainee may also be permitted to work at less than the prevailing wage rate.
- B. The allowable ratio of apprentices or trainees to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his/her entire work force under the registered program.
- C. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.
- D. The contractor or subcontractor will be required to furnish to the City of Lakewood written evidence of the registration of the apprenticeship or training program and the registration of the individual apprentices and trainees. They shall also provide the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction, all prior to utilizing any apprentices or trainees on the public work. The wage rate paid apprentices and trainees shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

VIII. "ANTI-KICKBACK" REQUIREMENTS

- A. The federal "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. Section 874; and Title 40 U.S.C. Section 276c) and any amendments and addenda thereto, is applicable to this public works project and all contractors and subcontractors shall abide by its requirements.

The following is a synopsis of those requirements and should be included as written in each subcontract issued hereunder;

1. Kickbacks Prohibited

Whoever, by force, intimidation or threat of procuring dismissal of any employee, or of failure to hire any applicant for employment, or by any other manner whatsoever induces any person employed in, or who is an applicant for employment in the construction, prosecution, completion or repair of any public building or works financed in whole or in part with loans or grants from the United States government or any of its Subgrantees, to give up any part of the compensation to which the employee or applicant is entitled, shall be fined not more than \$5,000 or imprisoned not more than 5 years, or both.

IX. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

- A. The contractor and each subcontractor shall prepare its payrolls on federal payroll form WH-347 or its own equivalent payroll form, (which form must be acceptable to the City of Lakewood). Where the contractor or subcontractor utilizes its own payroll form, a federal "Statement of Compliance" form WH-348 shall be attached. The contractor shall maintain copies of all such payrolls of the contractor and its subcontractors in its files that shall be subject to audit and inspection by the City of Lakewood at all times.

- B. The contractor and each subcontractor shall submit weekly to the City of Lakewood, **no more than 7 calendar days following the last workday covered by the payroll**, an original signed copy of the payroll and "Statement of Compliance". The payrolls and basic payroll records of the contractor and each subcontractor covering all laborers and mechanics employed upon the public work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. They shall contain the name and address of each employee, his/her correct classification as shown in the wage determination, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The statement of compliance shall indicate if the employee's benefits were paid directly to the individual employee, to the employee's union, or to a third party trust.

NOTE: Failure of a contractor or subcontractor to provide payrolls in a timely manner may result in delays in payment pending provision of the required documentation.

- C. Where the contractor or any subcontractor employed on this public works project does not perform any on-site activity for a full calendar week (or more), the contractor/subcontractor shall complete and submit in lieu of a weekly payroll, a "No Work Performed" statement.

X. PAYROLL DEDUCTIONS

- A. Deductions made under the circumstances or situations described in the paragraphs of this section may be made providing that the City of Lakewood has been given advance notice of the contractor's/subcontractor's intent to make such deductions:
1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal income and social security taxes.
 2. Any deduction of sums previously paid to the employee as a bona fide pre-payment of wages when such pre-payment is made without discount or interest. A "bona fide pre-payment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
 3. Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, a subcontractor, or any affiliated person, or when collusion or collaboration exists.
 4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following are met:
 - a. the deduction is not otherwise prohibited by law,
 - b. it is either:
 - (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
 - (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
 - (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliate person in the form of compensation,
 - (4) the deductions shall serve the convenience and interest of the employee.
 5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
 6. Any deduction requested by the employee to enable him to repay loans or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 7. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Way Funds, and similar charitable organizations.

8. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
9. Any deduction for the "reasonable cost" of board, lodging, or other facilities provided, however, that specific recordkeeping requirements shall be instituted in compliance with applicable federal and state regulations.

NOTE: For all such deductions other than those specified above, the contractor or subcontractor will notify the City of Lakewood of its intent to make such deduction before imposing that deduction on any of its laborers or mechanics employed on this public works project. If requested by the City of Lakewood, said contractor or subcontractor shall immediately provide substantiating information to the City.

- B. Any contractor or subcontractor may apply to the City of Lakewood for permission to make any deduction not permitted above. The City of Lakewood may grant permission whenever it finds that:
 1. The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;
 2. The deduction is not otherwise prohibited by law;
 3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
 4. The deduction serves the convenience and interest of the employee.
- C. Any application for the making of payroll deductions as noted above shall comply with the requirements prescribed in the following paragraphs of this section:
 1. The application shall be in writing and shall be addressed to the City of Lakewood Community Development Department.
 2. The application shall identify the public works contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified public works projects, except upon a showing of exceptional circumstances.
 3. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of this Article J. The affirmation shall be accompanied by a full statement of the facts concerning such compliance.

4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
 5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.
- D. The City of Lakewood and, when appropriate, the Director of the State Department of Labor and Industries or the U.S. Secretary of Labor shall decide whether or not the deduction requested under the above provisions is permissible, and shall notify the applicant in writing of its (their) decision. Deductions not elsewhere provided for and which are found not to be permissible are prohibited.

XI. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

- A. In a determination by the Comptroller General of the United States, Owners-operators, partners, single proprietors and/or officers of firms providing labor on public works contracts, must report the time they work on the public works project on a payroll in the same manner as any other employee.
- B. If the work accomplished by these individuals is principally supervisory or management work, hourly wages and total wages paid such owner-operators (etc) for that work need not be reported on those payrolls. If the owner-operator (etc) performs work that is not principally supervisory or management in nature, that person must be paid not less than the prevailing wage for that work, regardless of any agreement between the parties to the contrary, and those wages must be listed on the payroll.

XII. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN THE WAGE DECISION

Any class of laborers or mechanics not listed in the enclosed wage determinations, which is to be employed under this public works contract, will be classified or reclassified in conformance to the wage determination by the Washington State Department of Labor and Industries or the U.S. Department of Labor (as appropriate). The contractor will apply to the City of Lakewood for determination of the appropriate rate and the City of Lakewood will contact the appropriate state or federal agency. No laborer or mechanic will be employed on this public works project until and unless an appropriate wage classification has been determined.

XIII. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the public works project or program to which this contract pertains by the employees of the contractor or of any subcontractor, and the manufacturing or finishing of materials, articles, supplies, or equipment on the site of the public works project or program to which this contract pertains by persons employed by the contractor or by any subcontractor, shall, for the purposes of this contract, and without limiting the generality of the foregoing provisions

of this public works contract, be deemed to be work to which these Labor Standards Provisions are applicable.

XIV. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen (16) years and no person who, at the time of his/her employment, is serving sentence in a penal or correctional institution shall be employed on the public work covered by this contract.

XV. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

- A. No contractor or subcontractor debarred from receiving federal funds may be employed on this public works project. The contractor shall not subcontract any part of the work covered by this contract or permit subcontracted work to be further subcontracted without the City of Lakewood's prior written approval of the subcontractor.
- B. To be considered a subcontractor on this public works project, each such firm (including firms where the owner-operator is the sole employee) must:
 - 1. Have a federal tax number;
 - 2. Be licensed by the state;
 - 3. Have a legitimate mailing address and phone;
 - 4. Provide labor with its own workforce; and
 - 5. Have a formal contract between the parties, implementing all of the requirements of the prime construction contract.
- C. Firms not meeting these requirements will not be considered subcontractors on this public works project (regardless of alleged contractual relationships with the prime contractor or another subcontractor) but, if utilized, will be considered an employee of that contractor or subcontractor who employed them.

XVI. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this public works contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor employed on this public works project because such employee has filed any complaint, or instituted or caused to be instituted any proceeding, or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this public works contract.

XVII. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the public work covered by this contract shall be promptly reported by the contractor in writing to the City of Lakewood.

XVIII. QUESTIONS CONCERNING PREVAILING WAGES AND ASSOCIATED REGULATIONS

All questions concerning state or federal prevailing wages, benefits, overtime requirements, work hours, payroll deductions or their associated regulations shall be referred directly to the City.

XIX. POSTING WAGE DETERMINATIONS

The approved State Intent to Pay Prevailing Wage forms for the contractor and each subcontractor employed on this public works project, and the applicable federal Wage Determination, are to be posted at conspicuous points on the job site throughout the life of the project.

XX. BREACH OF LABOR STANDARDS PROVISIONS

In addition to any other causes for termination, the City of Lakewood reserves the right to terminate this public works contract if the contractor or any subcontractor breaches or fails to comply with any of these Labor Standards Provisions.

XXI. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

This project is a federally funded public works project with funding provided in whole or part by the U.S. Department of Housing and Urban Development. The Contractor, its subcontractors and consultants shall be subject to Federal Fair Labor Standards Provisions (HUD 4010) and Washington State prevailing wage requirements. The HUD 4010, as attached hereto, is incorporated hereby this reference.

The contractor shall include or cause to be included in each subcontract relating to this public works project, specific, written provisions which are consistent with these Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

XXII. SUBMITTAL OF PAY CERTIFICATION

- A. To meet the requirements of RCW 39.12.040. the (prime) contractor shall, with every request for payment/reimbursement, complete and submit with the payment request a Contractor Payment Certification form, identifying those subcontractors whose work is included in the pay request, certifying that prevailing wages were paid to all contractor and subcontractor employees, and also certifying that required Intent to Pay Prevailing Wage forms have been provided.
- B. Requests for payment submitted without this form will not be processed for payment until the form is provided.

XXIII. PREVAILING WAGE DECISIONS

Federal and State prevailing wage decisions for the City of Lakewood are attached.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: WA20230093 01/27/2023

Superseded General Decision Number: WA20220093

State: Washington

Construction Type: Residential

County: Pierce County in Washington.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

BRWA0001-018 06/01/2021

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 46.14	16.97
BRICKLAYER.....	\$ 46.14	16.97

ELEV0019-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.25	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

LAB00238-001 06/01/2019

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 28.21	13.00

LAB00242-001 06/10/2021

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 42.98	13.19

PAIN0188-006 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 34.80	13.56

PLAS0528-003 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.00	19.59

* SFWA0699-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.13	26.40

SHEE0066-044 06/01/2019

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 56.09 28.02

TEAM0690-010 01/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 3.....	\$ 28.16	17.40
GROUP 4.....	\$ 28.49	17.40
GROUP 5.....	\$ 28.60	17.40
GROUP 6.....	\$ 28.76	17.40
GROUP 7.....	\$ 29.30	17.40
GROUP 8.....	\$ 29.62	17.40

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)
GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)
GROUP 5: Trucks, side, end, bottom and articulated end dump
(over 12 yds. to & including 20 yds.)
GROUP 6: Trucks, side, end, bottom and articulated end dump
(over 20 yds. to & including 40 yds.)
GROUP 7: Truck, side, end, bottom and articulated end dump
(over 40 yds. to & including 100 yds.)
GROUP 8: Trucks, side, end, bottom and articulated end dump
(over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
cerfication is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in
conjunction with a chemical splash suit or fully
encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)
and eight(8) hours.

SUWA2011-013 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 20.37	7.02
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 24.59	0.00
ELECTRICIAN.....	\$ 33.54	11.71
LABORER: Common or General.....	\$ 23.21	9.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 34.75	15.15
OPERATOR: Bobcat/Skid		

Steer/Skid Loader.....	\$ 17.53	0.00
OPERATOR: Bulldozer.....	\$ 29.63	0.00
OPERATOR: Concrete Pump.....	\$ 33.57	15.15
PAINTER (Brush, Roller, and Spray).....	\$ 23.24	7.20
PAINTER: Drywall Finishing/Taping Only.....	\$ 34.36	14.34
PLUMBER.....	\$ 30.53	7.84
ROOFER.....	\$ 23.12	2.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

ATTACHMENT E: FORMS AND DATA

I. FORMS AND DATA SUBMITTALS

A. The following data requirements are to be completed and submitted as shown:

1. DATA REQUIRED TO BE SUBMITTED WITH BID

- a. Bid Form
- b. Bid Specifications
- c. Certificate of Non-Segregated Facilities
- d. Non-Collusion Affidavit
- e. Affidavit of Compliance with Lakewood Municipal Code 1.42 "E-VERIFY"
- f. Insert executed Bid Deposit/Bond Form
- g. Bidders Construction Experience
- h. List of Proposed Subcontractors
- i. Subcontractor Certification Form
- j. Bidder Representation Form
- k. Information on Active Lawsuits or Regulatory Actions
- l. Copy of Contractor's Registration

2. DATA REQUIRED TO BE SUBMITTED AT PRE-CONSTRUCTION CONFERENCE

Documents for the prime contractor and for each subcontractor are identified below. Copies of required documents are to be provided at or before the pre-construction conference for the prime contractor and for all subcontractors under contract at that time. Documents for subcontractors subsequently selected, or whose contracts are subsequently signed, are to be submitted as soon as possible but no later than 5 working days after execution of the subcontract.

NOTE: Subcontractors whose required documentation has not been received are not and will not be authorized to begin work on the public works project until such time as the required documentation is fully provided.

- a. Contractor's and Subcontractor's Certification Form (prime and subs)
- b. Affirmative Action Plan (prime and subs)
- c. Notice to Labor Unions (prime and subs)
- d. List of Present Employees (prime and subs)
- e. Contractor's Projected Work Schedule (prime only)
- f. Subcontracts (subs only)
- g. Certificate of Non Segregated Facilities (subs only)
- h. Section 3 Compliance Plan

- i. Affidavit of Compliance with Lakewood Municipal Code 1.42 "E-VERIFY" (subs only)
- j. Labor Standards Compliance Agreement (prime and subs)
- k. Contractor's Escrow Agreement (if applicable)
- l. Performance Bond

3. DATA REQUIRED TO BE SUBMITTED DURING CONSTRUCTION

The following documents are required to be furnished by the prime contractor and all subcontractors (as indicated) during or immediately following the construction period. Where appropriate, periodic submittal requirements are indicated.

NOTE: Failure to provide required documentation when indicated may result in delays in payment or withholding retained funds until the required documentation is furnished. It is the prime contractor's responsibility to ensure required documentation for itself and all of its subcontractors is submitted on schedule.

- a. Payrolls and Certifications (prime and subs weekly)
- b. No Work Statement (prime and subs when appropriate)
- c. Affidavits of Amounts Paid MBE's and WBE's (prime only before final payment to each M/WBE sub and supplier)
- d. Intent To Pay Prevailing Wages (LI-700-29) (prime and each sub submit prior to beginning work)
- e. Affidavit Of Wages Paid (LI-700-7) (prime and each sub after completion of work)
- f. Request For Release (of state L&I tax lien LI-263-83) (prime only after all work complete and all wage affidavits approved)
- g. Contractor's Affidavit of Payment of Debts & Claims (AIA document G705 or equal)
- h. Contractor Payment Certification

NOTE:

- (1) Copies of all City bid forms listed in paragraph 1. are contained in appropriate bid packages provided to each bidder.
- (2) Copies of all other required forms listed in paragraphs 2. and 2., except 2.G, 3.F, 3.G, and 3.H are included in a package that will be delivered to the bidder selected as the prime contractor at the time of bid award.
- (3) 2. G., if required, may be in the contractor's format.
- (4) 3.E. and 3.F. are available from the State Department of Labor & Industries or from most office supply stores.

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 funded by Community Development Block Grant funds provided by the U.S. Department of Housing and Urban Development through the City of Lakewood General Services Department, 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 City of Lakewood low-income residents. When we are seeking referral of applicants for employment, you are requested to furnish names of qualified women, minorities and City of Lakewood 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: _____

(typed or printed name)

SECTION 3 COMPLIANCE PLAN

Section 3 of the Housing and Urban Development Act of 1968

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u and 24 CFR Part 75) that helps to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents (regardless of race or gender) in connection with HUD-funded projects and activities in their neighborhoods. Contractors performing work under a covered project/activity in excess of \$200,000 are required to comply with Section 3 regulations. (The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992).

The Section 3 regulation recognizes that HUD financing typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

Section 3 is a starting point to homeownership. Once a Section 3 worker has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Section 3 applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, demolition, conversion, or other public construction which includes buildings or improvements. Section 3 also applies to non-construction projects including maintenance contracts, HVAC and other professional services contracts.

Section 3 requirements do not apply to material only contracts or to contracts that do not result in new employment, training or contracting.

Section 3 Workers Are:

1. A low- or very low-income individual; or
2. A Youthbuild participant; or
3. Employed by a Section 3 Business Concern.

Section 3 Targeted Workers Are:

1. Employed by a Section 3 Business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the last five (5) years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - b. A YouthBuild participant.

Section 3 Business Concerns Are:

1. Businesses that are 51 percent or more owned and controlled by low- or very low-income persons; or
2. Businesses where 75% or more labor hours are performed by low- or very low-income persons; or
3. Businesses who are 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.

General Compliance Statement

_____ is committed to comply with the Section 3 Act, the Section 3 Guidelines, and any City of Lakewood specific Section 3 guidelines. It is our goal to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 Business Concerns, and to provide employment and training to Section 3 workers. We commit to include the provided Section 3 Clause in any and all construction contracts and subcontracts and to notify all potential contractors working on Section 3 covered projects of their responsibilities. We agree to refrain from entering into contracts with contractors that are in violation of Section 3 regulations. We agree to provide the City of Lakewood with copies of all bids received in response to any invitation to bid and copies of all contracts awarded on any covered project/activity in excess of \$200,000 for housing rehabilitation contracts (excluding service and routine maintenance), housing construction contracts, or public construction contracts; or when contract is in excess of \$100,000 for lead abatement and lead-related contracts.

Goals

Contracting and Employment:

To demonstrate compliance with Section 3 regulations, the numerical goals set forth at 24 CFR Part 75 shall be met as follows:

- a. The benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project.
- b. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project.

*(The targeted Section 3 worker percentage- *5 percent*- is included as part of the overall *25 percent* threshold.)

We agree to provide information regarding existing employees and hiring needs as a part of this plan. If we do not feel that it is feasible to meet the minimum goals set forth above, we will be prepared to explain and document why it was not possible. We understand failure to follow our Section 3 Plan could result in the Secretary of Housing and Urban Development ("HUD") finding us noncompliant with the Section 3 regulations.

Outreach:

We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Workers aware of contracting and hiring opportunities in connection with this Section 3 Covered Project. Efforts will include, but not be limited to, publication of opportunities in the local newspapers, use of signage at the project site, flyers posted in the neighborhood and surrounding areas, notification of local housing authorities, contractor and trade organizations, employment agencies, and career centers.

Preference for Section 3 Workers in Training and Employment Opportunities:

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 workers, the following order of preference will be followed:

- c. First priority will be given to Section 3 workers from the service area or neighborhood in which the Section 3 covered project is located.
- d. Second priority will be given to participants in HUD YouthBuild Programs.
- e. Other will be given to Homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- f. Other low- and very low-income persons.

Preference for Section 3 Business Concerns:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- a. First priority will be given to Section 3 Business Concerns that provide economic opportunities for Section 3 workers in the service area or neighborhood in which the Section 3 covered project is located.
- b. Second priority will be given to applicants selected to carry out HUD YouthBuild Programs.
- c. Other low- and very low-income persons.

Best Effort

The contracting party and each contractor or subcontractor seeking to establish a best effort as required should seek to fill all training, employment and contracting positions with persons residing in the target area. At a minimum, the following tasks must be completed to demonstrate a best effort with the requirements of Section 3:

1. Send notices of job availability and subcontracting opportunities subject to these requirements to recruitment sources, trade organizations, and other community groups capable of referring eligible Section 3 applicants, including local housing authorities and employment agencies.
2. Posting of signage at the project site, and flyers posted in the neighborhood and surrounding areas of job availability and subcontracting opportunities.

3. Include in all solicitations and advertisements a statement to encourage eligible Section 3 Workers and Section 3 Targeted Workers to apply.
4. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities, also advertise in minority-owned newspapers, if available.
5. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists.
6. Place all contract bidding opportunities and job opportunities related to your project on HUD's Section 3 Opportunity Portal at:
<https://hudapps.hud.gov/OpportunityPortal/>.
7. Search for Section 3 contractors on HUD's Section 3 Business Registry and provide bidding opportunities for Section 3 registered contractors as appropriate. Section 3 Business Registry can be found at:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>.
8. Provide training and technical assistance to help Section 3 Workers compete for jobs and training opportunities.
9. Where possible, divide contracts into smaller jobs to encourage participation by Section 3 Business Concerns.

Project Neighborhood Area

The project neighborhood area is: _____
This area will be the primary focus of all outreach attempts.

Section 3 Coordinator

Name: _____

Contact Information:

This person will serve as the main point of contact for all Section 3 related issues.

Reporting

We agree to immediately report any changes in this plan, including but not limited to, changes in the dollar amount of contracts awarded and employment needs of the subcontractors. We agree to submit a final report to the City of Lakewood on HUD Form 60002 at completion of construction of the Section 3 Covered Project.

We agree to provide to the City of Lakewood any and all documentation necessary to demonstrate Section 3 compliance.

Submitted to the City of Lakewood

Date: _____

(Print/type name of entity)

By: _____
(Signature)

(Print/type name and title)

Section 3 Clause

All Section 3 covered contracts must include the following clause:

A. The work to be performed under this contract is subject to Section 3 requirements of the Housing and Urban Development Act of 1968, as amended, 12 (USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent possible be directed to Section 3 Workers and Section 3 Targeted Workers as defined by 24 CFR Part 75.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implements 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 24 CFR Part 75 regulations ("Section 3").

C. The Contractor agrees to send 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 of workers' representative of the Contractor's 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 practices can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to new hire, availability of apprenticeship and training positions, the qualifications for each job; 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 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of Section 3. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3.

E. By signing this contract, the Contractor certifies 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 regulation of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 requirements.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Copies of 24 CFR, Part 75 may be obtained from the City of Lakewood Community Development Department.

The Prime Contractor for this contract has formulated a Section 3 Plan. The Plan is included as an Attachment to this contract. The Contractor shall provide to the City of Lakewood Community Development Department regular status reports throughout the contract period as agreed upon with the City of Lakewood. For any goal not met, the report shall identify the impediments encountered, and the Contractor's actual and future actions to overcome such impediments. The report shall also identify any other economic opportunities which the Contractor has taken or intends to take.

The failure of the Contractor to comply in good faith with the approved Section 3 Plan shall be a material breach of this Contract.

Section 3 Definitions

As used in this part:

Contractor - any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment opportunities generated by Section 3 covered assistance - all employment opportunities generated by the expenditure of Section 3 covered public and Indian housing assistance (i.e. operating assistance, development assistance and modernization assistance, as described in 24 CFR Part 75). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in 24 CFR Part 75), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plan, drawings, specification, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Low-income person - families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary (of HUD), with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families.

New hires - full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern -

1. Businesses that are 51 percent or more owned and controlled by low- or very low-income persons; or
2. Businesses where 75% or more labor hours are performed by low- or very low-income persons; or
3. Businesses who are 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.

Section 3 Clause - the contract provisions set forth in 24 CFR Part 75.

Section 3 Covered Activity - any activity that is funded by Section 3 covered assistance or public and Indian housing assistance.

Section 3 Covered Assistance -

- 1) Public housing development assistance provided pursuant to section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contract - a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Note: Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) supported by housing or community development assistance.

Section 3 Targeted Worker -

1. Employed by a Section 3 Business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the last five (5) years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - b. A YouthBuild participant.

Section 3 Worker -

1. A low- or very low-income individual;
 - (i) A low-income person, as this term is defined in Section 3(b)(2) of 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger

families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low income family incomes.; or

2. A Youthbuild participant; or

3. Employed by a Section 3 Business concern.

Service Area - the geographical area in which the persons benefitting from the Section 3 covered project reside. The service area shall not exceed beyond the unit of general local government in which the Section 3 covered assistance is expended.

“Service area” or the “neighborhood of the project” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor – an entity (other than the person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person - families (including single persons) whose incomes do not exceed 50% of the median income for the area, as determined by the Secretary (of HUD), with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families.

YouthBuild Programs - programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C/. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership

development, and training in the construction or rehabilitation of housing for homeless individual and members of low-and very low-income families. YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

NOTE: In the event that an employee(s) is newly hired as part of this contract, the following documents are to be filled out by the contractor and the employee and returned to the City of Lakewood.

Section 3 Business Concern Certification

Name of Business: _____

Address of Business: _____

Contact Person: _____ **Title:** _____

Phone #: _____

MUST PROVIDE EVIDENCE OF SECTION 3 STATUS

The Contractor certifies that it is a Section 3 Business Concern based upon:

☐ Business is owned and controlled, at least 51% by low- or very low-income persons.

- Provide business license number _____
- Provide income documentation of 51% ownership

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

- Provide list of full-time employees
- Provide signed Targeted Section 3 Worker Certification
- Provide proof of YouthBuild participation for worker(s)

☐ A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

- Provide business license number _____
- Provide income documentation of 51% ownership

I hereby certify that the information provided by me to be true and correct, and understand falsification of any information could subject me to disqualification from participation and punishment under the law.

Owner/ Chief Executive Officer Signature

Printed Name

Date

Section 3 Worker/Targeted Worker Certification

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires recipients of community development funds to make a best effort to provide employment and training opportunities resulting from this project to low- and very low-income persons.

In order to demonstrate that you meet the definition of a Section 3 Worker or Section 3 Targeted Worker, please provide one of the following:

☐ **Section 3 Worker:**

1. Proof of employment by a Section 3 business concern;
2. A copy of your Section 8 voucher certificate or voucher or proof of residence in public housing;
3. Proof of enrollment in a YouthBuild program
4. Evidence of your income as a low- or very low-income person (income tax records, paystubs, certification, etc.);
5. Evidence of your eligibility or participation in a State or Local Assistance Program for low- or very low-income persons or receipt of AFDC, TANF, WIC, etc.;
6. Current pay stubs showing year-to-date gross income and deductions, Social Security award letter, or unemployment compensation documentation, etc.

☐ **Section 3 Targeted Worker:**

1. Proof of employment by a Section 3 business concern;
2. Proof of living within the service area or neighborhood of the project, as defined in 24 CFR § 75.5 (current resident status or a resident when hired, provided documentation was made of said status within the last five (5) years);
3. Proof of enrollment in a YouthBuild program (current resident status or enrolled status when hired, provided documentation was made of enrollment status within the last five (5) years).
- 7.

For the purposes of this program, household income shall be defined as the Adjusted Gross Income, or any income reportable on IRS Form 1040 for Federal Income Tax purposes, in accordance with 24 CFR 92.203(b)(3). See next page.

Section 3 Worker/Targeted Worker Certification (cont.)

If claiming Section 3 Worker status, circle income box for family size below (income should be less than or equal to).
Family means all persons living in the same household who are related by birth, marriage or adoption:

Family Size	1	2	3	4	5	6	7	8
Very Low Income (30% median)	\$21,350	\$24,400	\$27,450	\$30,450	\$32,900	\$35,350	\$37,800	\$40,200
Low Income (50% median)	\$35,550	\$40,600	\$45,700	\$50,750	\$54,850	\$58,900	\$62,950	\$67,000
Moderate Income (80% median)	\$56,850	\$65,000	\$73,100	\$81,200	\$87,700	\$94,200	\$100,700	\$107,200

*Effective June 15, 2022

Certification and Agreement

I _____ (participant's name) certify that I meet the requirement as stipulated in box checked above. I have provided the following document to demonstrate evidence of **Section 3 Worker status or Section 3 Targeted Worker Status (circle one)**. I understand this may be monitored by the City of Lakewood and/or the United States Department of Housing and Urban Development and that I may be asked to provide additional documentation. With my signature, I am certifying that the above information is correct, to the best of my knowledge.

Signature: _____

Date: _____



PIERCE COUNTY HOUSING AUTHORITY

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

PCHA GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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.

20. Table of Contents

21.

22. Conduct of Work

1. Definitions
2. Contractor's Responsibility for Work
3. Architect's Duties, Responsibilities, and Authority
4. Other Contracts

23. Construction Requirements

5. Pre-construction Conference and Notice to Proceed
6. Construction Progress Schedule
7. Site Investigation and Conditions Affecting the Work
8. Differing Site Conditions
9. Specifications and Drawings for Construction
10. As-Built Drawings
11. Material and Workmanship
12. Permits and Codes
13. Health, Safety, and Accident Prevention
14. Temporary Heating
15. Availability and Use of Utility Services
16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
17. Temporary Buildings and Transportation of Materials
18. Clean Air and Water
19. Energy Efficiency
20. Inspection and Acceptance of Construction
21. Use and Possession Prior to Completion
22. Warranty of Title
23. Warranty of Construction
24. Prohibition Against Liens

24.

25. Administrative Requirements

25. Contract Period
26. Order of Precedence
27. Payments
28. Contract Modifications
29. Changes
30. Suspension of Work
31. Disputes
32. Default
33. Liquidated Damages
34. Termination for Convenience
35. Assignment of Contract
36. Insurance
37. Subcontracts
38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
39. Equal Employment Opportunity
40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.
41. Interest of Members of Congress
42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees
43. Limitations on Payments made to Influence Certain Federal Financial Transactions
44. Royalties and Patents
45. Examination and Retention of Contractor's Records
46. Labor Standards - The Washington State Public Works Act

26. 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.

27. 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 understood 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.

28. 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.

Name:

Title:

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 super-structure 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 product 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.



PIERCE COUNTY HOUSING AUTHORITY

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

SAMPLE CONTRACT FOR CONSTRUCTION SERVICES

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 – 603 Polk 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

By _____

(Signature)

(Name) (Printed)

(Address)

(City, State, Zip)

(Phone): _____

L & I Acct. No.: _____

UBI No.: _____

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

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

POST-AWARD DOCUMENTS FOR THE 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.

FORM	Required?	
	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

www.lni.wa.gov



PIERCE COUNTY HOUSING AUTHORITY

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

Non-Collusion Affidavit

Project: CDBG-23-01

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.

Do not include Clerical Employees. Use additional pages if necessary.

Contractor/Sub:		Project:	
------------------------	--	-----------------	--

[illegible]

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.

29. To _____

:

(Name of union or organization)

30. 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: _____

31. 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, 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 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

By: _____ Its: _____ Address: _____

Principal

By: _____

32. 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

Address: _____
Principal

By: ____

Its: ____



PIERCE COUNTY HOUSING AUTHORITY

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

CITY OF LAKEWOOD CONTRACTOR AND SUBCONTRACTOR REQUIRED FORMS

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)

COUNTY OF _____)

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

Signature of Bidder/Contractor

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public in and for the
State of Washington.
Residing at _____

My Commission Expires: _____

SUBCONTRACTOR'S CERTIFICATION FORM

Chapter 39, RCW (Substitute House Bill 1370) requires each bidder to identify at time of bid, all subcontractors performing more than 10 percent of project. To ensure that, the Network Services and The City of Lakewood require that all subcontractors and suppliers to be utilized on this project be identified at time of bid on the form below.

I. M/WBE Participation:

I, the official representative of (Bidder's name) _____ do hereby acknowledge that the State of Washington has established voluntary participation goals for minority and women business enterprises for this project and certify that we will attempt to achieve the following MBE and WBE participation to meet those goals:

MBE Participation 10%

WBE Participation 6%

II. List of Subcontractors and Suppliers

Subcontractors, suppliers and manufacturers which we will utilize on this project include the following:

Firm Name/Address	Work/Supplies Provided	Contract Value \$	M/WBE Ethnic Group	Sub/Sup/Mfr

Contractor: _____ Date: _____

By: _____

(typed or printed name) Title: _____

SUBCONTRACTOR'S CERTIFICATION FORM

III. Instructions for completing form:

1. If more space is required, use additional pages.
2. Firm Name/Address; list full name and address of each firm which will be utilized as a subcontractor, supplier and/or manufacturer and further identify others that will be utilized to attempt to meet M/WBE goals.
3. Work/Supplies provided; list specific work to be accomplished or supplies to be furnished by each firm (subcontractor, supplier, and/or manufacturer).
4. Contract \$ Value; list the value of the contract for the work or supplies furnished by each to nearest dollar.
5. M/WBE Ethnic Group; identify if firm is a minority or woman-owned business. Where a minority firm is listed, enter code showing the ethnic heritage of that firm (see ethnic definitions in Attachment A). (Examples: AS for Asian, BL for Black, HI for Hispanic, NA for Native American).
6. Enter code showing if the listed M/WBE firm is a contractor, subcontractor, supplier or manufacturer. (Examples: CONT = Contractor, MFR = Manufacturer, SUB = Subcontractor, SUP = Supplier).

CONTRACTOR & SUBCONTRACTOR'S CERTIFICATION

State of Washington

County of Pierce

Contractor/
Subcontractor: _____ Date: _____

Address: _____

Project Name: _____ Number: _____

The undersigned, having executed a contract with the City of Lakewood (or with a contractor or subcontractor employed by the City of Lakewood) for the construction of the public works project described above, acknowledges that:

1. The MBE/WBE, EEO and Labor Standards provisions are included in the specifications of the contract and that the undersigned is obligated to comply with those requirements; and, that
2. The correction of any infraction of those requirements by the contractor, subcontractor, or any lower tier subcontractor is the responsibility of the prime contractor.

The undersigned further acknowledges and certifies that:

1. Neither he/she, nor any firm, partnership or association in which he/she has a substantial financial interest, is debarred from contracting with the federal government, the State of Washington or the City of Lakewood or is in any other way prevented from carrying out the provisions of this public works contract;
2. No part of this project has been or will be subcontracted to any subcontractor (or any tier) who is debarred from contracting with the federal government, the State of Washington or City of Lakewood or is in any other way prevented from carrying out the provisions of this public works contract; and
3. He/she promises to forward to the City of Lakewood within 15 calendar days following execution, a copy of all subcontract agreements entered into on this public works project.

4. The legal name of this firm is:

5. This firm is (please check one):

a single proprietorship

a partnership

a corporation

other

6. The name, title and address of all owners, partners or officers of this firm are:

[illegible]

7. The name, address and type of other construction business(es) in which this firm has a substantial interest:

[illegible]

8. The following information is correct:

IRS Identification No.: _____

Contractor's License No.: _____

Union Affiliation: Yes ☐ No ☐ Who: _____

Will Use Apprentices: Yes ☐ No ☐

9. The following person may sign payrolls for this firm:

(sample signature)

(printed or type name)

10. This firm deducts from employee wages, benefits for authorized programs specified under Attachment D, Paragraph X, Subparagraph A1 as follows:

Benefit	Agency To Whom Paid

11. This firm deducts benefits from employee wages for programs which are not authorized under Attachment D, Paragraph X, Subparagraph 1, (and which require the City of Lakewood approval):

Benefit	Agency To Whom Paid

Contractor: _____ Date: _____

By: _____

(typed or printed name)

Title: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

State of Washington

City of Lakewood

The construction contractor certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and the he will not permit his/her to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means; any waiting rooms, work areas, rest rooms and washrooms, 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The construction contractor agrees that (except where he/she has obtained identical certifications from proposed contractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, and that he/she will retain such certification on file.

Contractor: _____

Date: _____

By: _____
(signature)

(typed or printed name)

BIDDER REPRESENTATION FORM

BIDDER: _____
STREET ADDRESS: _____
TOWN/ZIP CODE: _____
CONTACT PERSON: _____
PHONE & FAX NO: _____

IV. REPRESENTATION

The BIDDER represents and certifies as a part of its bid that it is:

A. A SECTION 3 BUSINESS, which:

1. ☐ is 51% or more owned by low-income City of Lakewood residents, or;
2. ☐ has full time employees, 30% or more of whom are City of Lakewood residents who are low income OR qualified as low-income residents within three years of the date of current hire with the BIDDER, or;
3. ☐ will award subcontracts in excess of 25% of the dollar amount of all subcontracts to the Section 3 businesses identified below:

Proposed Section 3 Subcontractor

Contract Amount (\$)

_____	_____
_____	_____
_____	_____

(Continue on separate sheet, if necessary.)

B. NOT A SECTION 3 BUSINESS

1. After award of the bid, it will, if selected, complete a Section 3 Plan with the City of Lakewood Community Development Department- CDBG. The Section 3 Plan will detail how a minimum of 10% of new hires, as a result of work under this contract, shall be Section 3 residents. List below the estimated number of new hires by the BIDDER and named subcontractor(s):

Contractor

**Est. Number
of New Hires**

BIDDER/PRIME	_____	_____
SUBCONTRACTOR	_____	_____
SUBCONTRACTOR	_____	_____
SUBCONTRACTOR	_____	_____

(continue on separate sheet, if necessary.)

PART II – PRESENT EMPLOYEES (for your entire organization):

1. We presently employ ____ full-time employees, including:

Minorities

Women

Lower-income City of Lakewood residents

Otherwise qualified handicapped individuals

2. We also presently employ ____ part-time employees, comprised of:

Minorities

Women

Lower-income City of Lakewood residents

Otherwise qualified handicapped individuals

3. Further, during the period of this project we expect to provide training for ____ present employees including:

Minorities

Women

Lower-income City of Lakewood residents

Otherwise qualified handicapped individuals

4. During the period of this project we agree to treat all employees without unlawful prejudice or discrimination during all phases of their employment including all actions regarding employment, training, upgrading, promotion, demotion, job transfer, benefits, layoff or termination, pay, etc. Every effort should be made to train and promote women, minorities, City of Lakewood lower-income residents, and otherwise qualified handicapped individuals to all levels of employment including management to counter the effects of any past discrimination to those classes of individuals.

PART III – CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS

(For all physical improvement construction type projects only.)

1. During this period of performance, we expect to issue _____ contracts (subcontractors, supply contracts) of approximately \$_____ value. Of that figure, we expect to issue contracts of the following approximate values:

\$ _____ Certified Women Business Enterprises WBE's)

\$ _____ Certified Minority Business Enterprises MBE's)

\$ _____ Lower-income City of Lakewood residents

\$ _____ City of Lakewood Businesses

2. We agree to make a "good faith effort" to utilize WBE's, MBE's and City of Lakewood Businesses as contractors, subcontractors and suppliers during the period of the project and to meet the State of Washington and U. S. Department of Labor M/WBE goals as follows:

_____ % Certified Women Business Enterprises WBE's)

_____ % Certified Minority Business Enterprises MBE's)

City of Lakewood Businesses – to greatest extent practicable

3. Each agency, organization, firm or individual hereby affirms that it will treat all employees; all contractors, subcontractors and suppliers; and all applicants for those positions without unlawful prejudice or discrimination, in all matters and that it will take affirmative action to counter the effects of past discrimination as set forth in this plan.

Agency: _____ Date: _____

By: _____

(typed or printed name)

City of Lakewood: _____ Date: _____

By: _____

(typed or printed name)

AFFIRMATIVE ACTION PROGRAM FOR CONTRACTORS AND SUBCONTRACTORS – PLAN 1

Contractor Name _____	Contract _____
Address _____	Date Awarded _____
City _____ State _____	Contract Working Days _____
E.E.O. Officer _____	Location _____
Phone Number _____	Work Element _____
SubContractor <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Est. Start Date _____	

1. Contractor's Present Work Force:

Occupation	Total Employees		Total Minorities		Black		Asian		Native American		Hispanic		Portugese		Apprentice Trainee	
Officers																
Foreman																
Clerical																
Totals																

2. Contractor's Projected Work Force – This Project

Occupation	Total Employees		Total Minorities		Black		Asian		Native American		Hispanic		Portugese		Apprentice Trainee	
Superintendent																
Foreman																
Totals																

3. Total New or Additional Employees Required: _____

Contractor: _____ Date: _____

AFFIRMATIVE ACTION PROGRAM FOR CONTRACTORS AND SUBCONTRACTORS – PLAN D

Project Name: _____

Organization Name: _____

Subgrantee or, _____ Consultant _____

Prime Contractor _____ Subcontractor _____

1. Each agency, organization, firm or individual receiving HUD Community Development Block Grant (CDBG) funds through the City of Lakewood is responsible:
 - a) To encourage participation of Women and Minority Business Enterprises, and City of Lakewood Businesses as contractors, subcontractors and suppliers on physical improvement projects;
 - b) To treat all employees and applicants for employment in a non-discriminatory manner;
 - c) To take affirmative action to counter the effects of past discrimination to women, minority and handicapped employees; and
 - d) To encourage participation of City of Lakewood lower-income residents and otherwise qualified handicapped individuals as employees and/or trainees.

Each organization, firm or individual receiving CDBG funds is required, as a condition of acceptance, to indicate the affirmative actions it will take to meet these obligations as follows:

PART I – NEW HIRE EMPLOYEES (for your entire organization):

1. During the period of this project we expect to employ ____ new full-time employees. We expect that number of new employees to include:

☐ Minorities

☐ Women

☐ Lower-income City of Lakewood residents

☐ Otherwise qualified handicapped individuals
2. In addition, during the period of this project, we expect to employ ____ trainees, comprised of:

☐ Minorities

☐ Women

☐ Lower-income City of Lakewood residents

☐ Otherwise qualified handicapped individuals
3. Further, during the period of this project we expect to employ ____ part-time employees comprised of:

- ☐ Minorities
- ☐ Women
- ☐ Lower-income City of Lakewood residents
- ☐ Otherwise qualified handicapped individuals

4. To attempt to encourage M/WBE participation to meet the State of Washington and U. S. Department of Labor M/WBE goals, and to actively recruit, solicit and encourage women, minorities, and lower-income City of Lakewood residents, and otherwise qualified handicapped individuals to apply for all job openings.
5. We understand that no present full or part-time employees or trainees need be terminated or laid off in order to meet these goals; however, if additional employees or trainees are required we agree to make a "good faith effort" to encourage application of minorities, women, lower-income City of Lakewood residents, and otherwise qualified handicapped individuals to fill such openings. We will take the following affirmative actions whenever there is a need to hire new full or part-time employees.
 - a) Recruit through local media, noting need for minorities, women, lower-income City of Lakewood residents, and/or otherwise qualified handicapped individuals.
 - b) Recruit through Washington State Employment Service, or, if a union employer, through appropriate unions, noting need for minorities, women, lower-income City of Lakewood residents, and otherwise qualified handicapped individuals.
 - c) Recruit through local community service organizations for minorities, women, lower-income City of Lakewood residents, and otherwise qualified handicapped individuals.
 - d) Maintain a reference list of minorities, women, City of Lakewood lower-income residents and otherwise qualified handicapped individuals that visit the job site or your facilities and request employment.
 - e) Treat all applicants for employment without unlawful prejudice or discrimination.
 - f) Other (specify) _____.

Contractor/Subcontractor Labor Standards Compliance Agreement

Date: _____ Contractor: _____
Address: _____
Project Name: _____

1. The parties, having executed a contract for _____ type of construction (or service) provided in the amount of \$_____ for the construction of the above identified project acknowledges and agrees that:
- a. The applicable Labor Standards provisions are included in the aforesaid contract;
 - b. The Davis-Bacon wage rates are included in aforesaid contract;
 - c. The Addendum to Contract between Contractor and Subcontractor is part of the contract;
 - d. Correction of any infractions of the aforesaid conditions including infractions by the subcontractor and any lower tier subcontractors is a mutual responsibility.
2. The parties certifies that:
- a. Neither they nor any firm, partnership or association in which they have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 (a)).
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. The subcontractor agrees to obtain and forward to the aforementioned contractor within ten days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors copy of said contract containing fully executed items 1.a, b and c listed above, or the addendum to contract.

4. The subcontractor certifies that:

- a. The legal business name and address are:

IRS I.D. No. _____
Contractor Lic. No. _____
Telephone No. _____

- b. The subcontractor is: ☐ Union ☐ Non-Union

- c. The name, title and address of the owner, partners or officers of the contractors are:

Name	Title	Home Address

5. The business is: ☐ Women Owned ☐ Minority Owned

6. Indicate which ethnic group owns and controls 51% or more of the firm:

- ☐ White; ☐ Black; ☐ Native American/Alaskan Native
☐ Hispanic; ☐ Asian/Pacific Islander

1) A Sole Proprietorship	3) A Corporation Organized & Licensed in the State of
2) A Partnership	4) Other Organization (Describe)

Signature:

Contractor's Signature:

(Title) (Date)

(Title-Owner/Corporate Officer) (Date)

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 funded by Community Development Block Grant funds provided by the U.S. Department of Housing and Urban Development through the City of Lakewood General Services Department, 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 City of Lakewood low-income residents. When we are seeking referral of applicants for employment, you are requested to furnish names of qualified women, minorities and City of Lakewood 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: _____

(typed or printed name)

LIST OF PROPOSED SUBCONTRACTORS

Bidder shall list ALL subcontractor(s) proposed to be used on this project. FAILURE TO LIST SUBCONTRACTORS SHALL BE CONSIDERED TO BE A NON-RESPONSIVE BID. IF THERE ARE NO SUBCONTRACTORS USED, WRITE NO-SUBCONTRACTORS WILL BE USED.

NAME AND ADDRESS	DESCRIPTION OF WORK

Signed by_____

Title_____

Date_____

LIST OF CURRENT EMPLOYEES

Do not include Clerical Employees

Use additional pages if necessary

[illegible]

This page is left intentionally blank.