

**Volunteers of America of Eastern Washington and Northern Idaho**  
**FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT**

**Young Adult Shelter-Renovation and Expansion**

**INVITATION TO BID**

**SECTION I – BID PREPARATION AND EVALUATION**

**OPTIONAL PRE-BID CONFERENCE.** A pre-bid conference will be held on Wednesday, December 15<sup>th</sup> at 10AM. The location will be at the future VOA Young Adult Shelter at 3104 East Augusta Ave, Spokane. Washington, 99207. The deadline to submit questions is Wednesday, January 5<sup>th</sup>, 2022, at 3PM.

**1. BID PREPARATION:**

**A. PREPARATION OF BIDS.**

Bids shall be typed or printed in ink, prepared on the form furnished by Volunteers of America, and signed by authorized person of the bidder's firm. Errors may be crossed out with corrections printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted.

**B. PREPARATION OF ENVELOPE.**

Place the completed bid in a sealed envelope. On the front of the envelope, clearly note if it contains the original or a copy and mark with the following wording and NO other markings:

"SEALED BID - IMPORTANT"

VOA Young Adult Shelter-Renovation and Expansion

Wednesday, January 19<sup>th</sup>, 2022, at 1PM.

COMPANY NAME

**2. SUBMISSION OF BIDS:**

Submit two (2) copies (original and one copy) of the bid by 1pm, Wednesday, January 19<sup>th</sup>, 2022, to:

Spokane Housing Authority  
25 W Nora Avenue  
Spokane, WA 99205

The Agency is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date. Proposals received after that time will not be considered. All proposals will be time-stamped upon receipt.

Sealed bids will be opened virtually at 2 p.m., Wednesday, January, 19<sup>th</sup>, 2022 via ZOOM Meeting. The ZOOM Meeting information is as follows:

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VOA Young Adult Shelter ZOOM Meeting Details

Join Zoom Meeting

<https://us04web.zoom.us/j/79297715542?pwd=U3krU2JZK0w5V2JlQWFFQW5pMnhmZz09>

Meeting ID: 792 9771 5542

Passcode: tP2DcA

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NOTE: Sealed bids will not be accepted by fax or email.

**3. DEFINITIONS:**

A. AGENCY or OWNER. Wherever the term “Agency” or “Owner” is used, it refers to the Volunteers of America of Eastern Washington and Northern Idaho.

B. CITY. The term “City” refers to the City of Spokane located at 808 West Spokane Falls Blvd., 6<sup>th</sup> Floor, Spokane, WA 99201.

- 4. BIDDERS' REPRESENTATION:** Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.
- 5. BIDDER PREQUALIFICATION:** Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, roofing manufacturer certified or trained worker with project experience and financial ability to insure completion of the work, and ability to provide a full service roof warranty, unless waived by the Agency.
- 6. WITHDRAWAL OF BIDS:** The bidder may make written request to the Agency for withdrawal of a sealed bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of thirty (30) calendar days after the opening date.
- 7. AWARD OF CONTRACT:** Award of contract, when made by the Agency, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.
- 8. EXECUTION OF CONTRACT:** Within ten (10) days of contract award, the Contractor shall sign and return to the Agency an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the Agency and Contractor.
- 9. REJECTION OF BIDS:** The Agency reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the Agency's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
- 10. CONTRACTOR REGISTRATION:** The Agency is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.
- 11. FEDERAL FUNDING:** This project is funded by federal Community Development monies. Contractors are warned to take into consideration applicable federal requirements, including federal and state prevailing wages, in making their bid and performing the work. Refer to section nine (9) of the bid packet for federal provisions.
- 12. FEDERAL & STATE PREVAILING WAGE REQUIREMENTS:** The scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis-Bacon rules as defined in the attachments.
- 13. DEBARMENT:** The City of Spokane (funding agency) and the Agency are prohibited from entering into contract with a Contractor who is listed on the General Services Administration Excluded Parties List or Washington State Labor & Industries Debarment List. Debarment can be checked using the System for Award Management System at [www.sam.gov](http://www.sam.gov) and Washington State Labor & Industries website at <https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>.
- 14. INTERPRETATION:** If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the Agency's representative in writing. Any addenda issued by the Agency will be incorporated into the contract.

**15. BID SECURITY:** The bid shall be accompanied by a bid bond, certified or cashier's check payable to the order of the Volunteers of America of Eastern Washington and Northern Idaho in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the Agency will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

**16. SUBSTITUTIONS:**

A. Each Bidder represents that its Proposal is based upon the materials and equipment described in the bid documents.

B. No substitution will be considered unless written request has been submitted to the Agency's representative for approval at least five (5) days prior to the date for receipt of Bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the Agency's representative approves any proposed substitution, the approval will be set forth in an addendum.

**17. BIDDER RESPONSIBILITY CRITERIA (MANDATORY):** Before award, the Bidder must meet the following mandatory Bidder responsibility criteria to be considered a responsible bidder and the criteria in RCW 39.04.350(1). The bidder may be required by the Agency to submit documentation demonstrating compliance with the criteria. The Bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1. Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in Title 51 RCW;
2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
4. An electrical contractor license, if required by Chapter 19.28 RCW
5. An elevator contractor license, if required Chapter 70.87 RCW

D. Not be disqualified from submitting on any public works contract under RCW 39.06.010 or 39.12.065(3).

(THE FOLLOWING IS REQUIRED ON PROJECTS ESTIMATED TO COST MORE THAN \$1,000,000)

E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, have not been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

**18. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL):** A Proposer will be deemed not responsible if:

A. The Bidder does not meet the supplemental Proposer responsibility criteria as shown in these Bid specifications. The Bidder may be required by the Agency to submit documentation demonstrating compliance with the criteria.

- B. (1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:
- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter [18.27](#) RCW;
  - (b) Have a current state unified business identifier number;
  - (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title [51](#) RCW; an employment security department number as required in Title [50](#) RCW; and a state excise tax registration number as required in Title [82](#) RCW;
  - (d) Not be disqualified from bidding on any public works contract under RCW [39.06.010](#) or [39.12.065](#)(3);
  - (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation;
  - (f) Until December 31, 2013, not have violated RCW [39.04.370](#) more than one time as determined by the department of labor and industries; and
  - (g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.

## **19. PROJECT CONTACTS:**

The Agency's project contact is:

Name: Brian Jennings  
Title: Housing Development Director – Spokane Housing Authority  
Phone: 509-252-7105  
Email: [bjennings@spokanehousing.org](mailto:bjennings@spokanehousing.org)

## **SECTION II – TECHNICAL REQUIREMENTS**

- 1. PERFORMANCE:** Unless otherwise stated, the Contractor will be responsible for the furnishing of labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described work. The apparent silence or omission as to any detail of any work to be done or materials to be furnished and required for the proper performance of the work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.

APPRENTICESHIP REQUIREMENT: Per RCW 39.04.320, the contract requires that 15% of the total labor hours on the project be performed by apprentices. The prime contractor can choose how this will be achieved. We do not require that each contractor achieve 15% apprentice utilization, however, to meet the requirement, the prime contractor should contract with companies that plan to perform apprentice hours to assist them in meeting the requirement. Otherwise, the prime contractor may not be able to meet the requirement. The requirement is that 15% of the total labor hours performed by all contractors on the job be performed by apprentices.

- 2. SCOPE OF WORK:**

**See the following attachments:**

Attachment A-Specifications

Attachment B-Drawings

Attachment C – Sample Contract

Attachment D – Geotechnical Evaluation

Attachment E-Davis-Bacon Wage Rates

### SECTION III - BID PROPOSAL DOCUMENTS

**TO:** Volunteers of America  
525 W 2<sup>nd</sup> Avenue, Spokane, WA 99201

**RE:** VOA YAS Renovation and Expansion

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

**BID OFFER.** The bidder proposes to do the project at the following price:

Item	Description	Amount
1	BASE BID	\$
2	ALTERNATE BID ITEMS (if applicable)	\$
3	WA STATE SALES TAX (___%)	\$
4	TOTAL BID AMOUNT	\$

**ADDENDA:** The undersigned acknowledges receipt of addenda number(s) \_\_\_\_\_ and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME:** The Bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within One Hundred and Twenty days (120 days) working days after the project start date is given.

**LIQUIDATED DAMAGES:** In the event the Bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the Agency in the amount of One Hundred DOLLARS (\$200.00) per working day until the work is satisfactorily completed.

**BID SECURITY:** A bid security in the form of a Bid Bond or Cashier's Check equal to FIVE PERCENT (5%) of the total project Proposal as indicated above, is attached to this proposal. If the Bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the Agency.

**BIDDER'S COMPANY/RESPONSIBILITY INFORMATION:**

I, the undersigned, an authorized representative of the undersigned Contractor, certify that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the project for which this Proposal is submitted.

**ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT NAME (print):** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**Washington State Contractor's Registration No.** \_\_\_\_\_

**U.B.I. Number** \_\_\_\_\_

**Washington Employment Security Department Number** \_\_\_\_\_

**Washington Excise Tax Registration Number** \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

## SUBCONTRACTOR LIST

**PROJECT NAME: VOA YAS Renovation and Expansion**

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE GENERAL REQUIREMENTS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/PROPOSAL ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

U.B.I. NUMBER. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/PROPOSAL ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

U.B.I. NUMBER. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/PROPOSAL ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

U.B.I. NUMBER. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/PROPOSAL ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

U.B.I. NUMBER. \_\_\_\_\_

\_\_\_\_\_ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**



## CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM

1. The following certifications and assurances are given as a required element of the submission with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of this Invitation to Bid are conditions precedent to the award or continuation of the related Agreement(s) and that:
2. In preparing this response, no assistance has been rendered by any current or former employee of the Agency whose duties relate, or did relate, to this bid, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document; and
3. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and
4. In submitting this bid, we have read and understand the bid documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein and that no allowance will be sought after bids are received for oversight, omission, error, or by our mistake; and
5. In submitting the bid to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension." Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.
6. As of July 1, 2019, we have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

☐ Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or

☐ Be certified exempt by the Department of Labor and Industries by having completed three (3) or more public work projects and have had a valid business license in Washington for three (3) or more years.

SIGNATURE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

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

## BID DEPOSIT

Herewith find the bid deposit in the form of cashier's check or certified check in the amount of \$ \_\_\_\_\_, which is equal to or more than five percent (5%) of the total bid.

Signature \_\_\_\_\_

Deposit returned on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name)

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## BID BOND

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Volunteers of America of Eastern Washington and Northern Idaho, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the Volunteers of America of Eastern Washington and Northern Idaho shall make timely award to the Principal for the VOA YAS Renovation and Expansion Project according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the Volunteers of America of Eastern Washington and Northern Idaho and furnish bond(s) acceptable to the Volunteers of America of Eastern Washington and Northern Idaho, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on \_\_\_\_\_

\_\_\_\_\_  
AS PRINCIPAL

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

Title: \_\_\_\_\_

A valid POWER OF  
ATTORNEY must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Attorney in Fact

## **SECTION IV – GENERAL REQUIREMENTS**

### **AIA DOCUMENT A201 “GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION”**

By reference, the printed document “General Conditions of the Contract for Construction, AIA Document A201, 2017 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Agency. Copies may also be purchased from the American Institute of Architects or its local distributor.

### **SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### **ARTICLE 1 - GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

##### **1.1.1 Change the last sentence in paragraph 1.1.1 to read:**

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor’s Bid.

##### **1.1.1 Add the following to paragraph 1.1.1:**

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

##### **1.1.1.1 Add a subparagraph 1.1.1.1 to read:**

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

##### **1.1.1.2 Add a subparagraph 1.1.1.2 to read:**

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

##### **1.1.1.3 Add a subparagraph 1.1.1.3 to read:**

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

##### **1.1.5 Add the following to paragraph 1.1.5**

Where on any drawings a portion of work is drawn out and remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

- a. Modifications.
- b. Agreement.
- c. National, State and Local Codes and Ordinances.
- d. Supplementary Conditions.
- e. General Conditions of the Contract for Construction.
- f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
- g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed

to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Agency.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

## **ARTICLE 2 - OWNER**

### **2.1 GENERAL**

2.1.1 Add a new sentence to read:

The Owner is the Volunteers of America of Eastern Washington and Northern Idaho

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE AGENCY**

2.2.5 Add subparagraph 2.2.5:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3 - CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

### 3.4 LABOR AND MATERIALS

#### 3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Agency. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

#### 3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Agency and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

- a. Required product cannot be supplied in time for compliance with Contract time requirements.
- b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
- c. Substantial advantage is offered Agency after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

- a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
- c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

### 3.5 WARRANTY

#### 3.5.1 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Add a subparagraph to 3.5.2 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Agency. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Agency may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Agency under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The Agency is required to pay Washington State Sales Tax on all purchases and contracts. Sales tax should be added as a separate item only, not to be included in the price. All bidders whether inside or outside the state of Washington shall show the tax rate applicable to this bid. All taxes payable by the Agency as a result of this contract are considered part of the bid evaluation. Washington State tax is payable by the Agency direct to the State of Washington on awards made to out-of-state contractors who do not have a Washington State Sales Tax number. If you have any questions concerning the appropriate rate, call the Washington State Department of Revenue.

If a cash discount is offered and taken it is understood that sales tax will be applied to the discounted amount.

It shall be the contractor's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies. Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Agency and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Agency and the Architect and shall not be changed except with the consent of the Agency and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Agency and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

## **ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Agency has not designated an Architect to provide Contract Administration, the word “Architect” shall be read as the Agency’s representative.



## **ARTICLE 5 - SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

#### **5.2.1 Delete subparagraph 5.2.1 and replace with:**

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Agency through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

(THE FOLLOWING IS REQUIRED ON PROJECTS ESTIMATED TO COST MORE THAN \$1,000,000)

The Contractor shall submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of HVAC (heating, ventilation and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW; or to name itself for the work. The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two (2) or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1 Add a subparagraph 5.3.1 to read:**

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **7.1 GENERAL**

#### **7.1.4 Add a new subparagraph 7.1.4 to read:**

The combined overhead and profit included in the total cost to the Agency for a change in the Work shall be based on the following schedule:

- a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.

- b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to \$50,000 or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.
- c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to \$50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.

## 7.2 CHANGE ORDERS

### 7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

### 7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

### 7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

## 7.3 CONSTRUCTION CHANGE AUTHORIZATION

### 7.3.7 Revise the last sentence in subparagraph 7.3.7 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

### 7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

## ARTICLE 8 - TIME

### 8.3 DELAYS AND EXTENSIONS OF TIME:

#### 8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Agency or Architect, or of an employee of either, or of a separate contractor employed by the Agency, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Agency pending mediation and arbitration or by other causes

which may justify delay as determined both by the Architect and Agency, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

#### 8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Agency finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Agency as a result of the Contractor's failure to complete the work on time, the Agency has adopted liquidated damages for this Work as set forth in the bid proposal.

### **ARTICLE 9 - PAYMENTS AND COMPLETION**

#### 9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Agency to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Agency to Contractor, who shall pay tax to the State of Washington in accordance with the law.

#### 9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Agency will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Agency that the Work fails to comply with the Contract Documents.

#### 9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

- a. The Agency has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. On contracts greater than \$35,000, the Agency has received a release of liability from the State Department of Employment Security.
- c. On contracts greater than \$35,000, the Agency has received a release of liability from the State Department of Labor and Industries.
- d. On contracts greater than \$35,000, the Agency has received a release from the State Department of Revenue.
- e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Agency shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Agency which has been approved by the Washington State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states, "That prevailing wages have been paid in accordance with the prefilled Statement or Statements of Intent to Pay Prevailing Wages on file with Washington State Department of Labor & Industries. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

**CERTIFICATE**

I certify that prevailing wages have been paid in accordance with the filed Statement or Statements of Intent to Pay Prevailing Wages on file with Washington State Department of Labor & Industries, pursuant to this contract.

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

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Agency prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms, on file with the Agency.

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Agency reasonable advance notice of the use or storage.

**ARTICLE 11 – INSURANCE AND BONDS**

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- a. Worker’s Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability or Stop Gap Insurance in the Amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the Agency, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor’s services to be provided under the contract;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the Agency. The Contractor shall furnish acceptable insurance certificates to the Agency at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to Agency acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise “Owner” to “Contractor” in subparagraph 11.3.1.

11.6 PERFORMANCE AND PAYMENT BOND

11.6 Add the following subsection 11.6:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Agency on the form to be provided by the Agency, each equal to one hundred percent (100%) of the contract price. On contracts \$150,000.00 and under, ten percent (10%) retainage can be requested to be held in lieu of performance/payment bond. These bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year

following the Agency's final acceptance of the Work. Unless approved by the Agency, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.4.1 Add the following to subparagraph 13.4.1:

The Agency shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Agency's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.6 Add a paragraph 13.6 to read:

**NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act, as applicable to the Contractor.

13.7 Add a paragraph 13.7 to read:

**ANTI-KICKBACK.** No officer or employee of the Agency, having the power or duty to perform an official act or action related to this agreement shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this agreement.

13.8 Add a paragraph 13.8 to read:

**WORKERS' HOURS.** Notwithstanding the provisions of RCW 49.28.010 through 49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.9 Add a paragraph 13.9 to read:

**PREVAILING WAGES – FEDERAL ASSISTED CONSTRUCTION – DAVIS BACON WAGES.**

- a. Minimum wages paid by the Contractor will be determined by the federal Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event the Washington State minimum prevailing wage rate exceeds the Department of Labor rate for a specific classification or trade, the conflict will be resolved by applying the higher rate.
- b. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.
- c. Questions about current federal prevailing wage data may be directed to the Agency or the Washington State Department of Labor and Industries at (360) 902-5335.

- d. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages. A copy of apprentice certification must be submitted with certified payroll for each apprentice worker.

13.10 Add a paragraph 13.10 to read:

FEDERAL LABOR STANDARDS. The Contractor shall comply with the attached U.S. Department of Housing and Urban Development's Federal Labor Standards (HUD Form 4010).

13.11 Add a paragraph 13.11 to read:

DEBARMENT. The Contractor shall be in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13.12 Add a paragraph 13.12 to read:

BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

13.13 Add a paragraph 13.13 to read:

CONFLICT OF INTEREST. Pursuant to 24 CFR 57-.611, the Contractor certifies that no person (1) who is an employee, agent, consultant, officer or elected or appointed official of the Contractor, or any designated public agencies, or any subrecipient which is receiving HUD funds and (2) who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter.

## **ARTICLE 15 - CLAIMS AND DISPUTES**

15.1 CLAIMS

15.1.6.2 Add the following to subparagraph 15.1.6.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

15.2 INITIAL DECISION

15.2.8 Delete subparagraph 15.2.8.

15.4 ARBITRATION

15.4.4 Delete Subparagraph 15.4.4.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**



## SECTION V – WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRIES PREVAILING WAGE SCHEDULE

The State of Washington Department of Labor and Industries issues revised wage schedules twice per year (every 6 months) which become effective approximately the first of March and the last of August. The wage schedule that will apply to this bid will be the schedule in effect at the time and date of the actual bid opening; be cautioned that an addendum changing the bid opening date could make the schedule obsolete.

Bidders can obtain a copy of the applicable Prevailing Wage rate Schedule directly from the Department of Labor & Industries at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

### EFFECTIVE DATE:

The prevailing wage rates, in a particular county, are determined by the **bid due date** for a public works/community development project and these rates apply to that project until it is completed, unless the **contract award date** is six months or more after the bid due date. In this case the award date would determine the rates to be paid. All sub-contractors use this same bid due date and award date.

### APPLICABLE COUNTY:

#### 1. Spokane County

Bidders can obtain a copy of the applicable federal General Wage Decision directly from the Wage Determinations OnLine.gov website (a collaborative effort of the Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce).

### CERTIFIED PAYROLL AND PREVAILING WAGE FORMS:

Each and every individual contractor and subcontractor must individually file a **Statement of Intent to Pay Prevailing Wages** (Intent) form prior to the start of Work, and an **Affidavit of Wages Paid** (Affidavit) form upon Work completion. Forms are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/GettingStarted>.

Certified payroll forms should be submitted weekly to the Agency from the start of Work until Work completion. “No Work” weeks following the start of Work should also be submitted on certified payroll. Certified payroll forms, as attached, are available from the Department of Labor & Industries at <http://www.lni.wa.gov/FormPub/Detail.asp?DocID=1923>.

Department of Labor and Industries  
 Prevailing Wage Program  
 PO Box 44540  
 Olympia WA 98504-4540  
 (360) 902-5335



Prime Contractor ☐

Subcontractor ☐

## CERTIFIED PAYROLL REPORT

Project Name		County		Project or Contract#	
Project Address		City		State	
Company Name		Phone			
Address		City		State ZIP+4	

  

For the week ending:	Awarding Agency Name		Phone	
Month Day Year	Address		City State ZIP+4	

  

Work Classification and Soc Sec# of Employee	Name and Address	Overtime or Regular	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Total Hourly "Usual Benefits"	Deductions			NET WAGES	
			Sun	Mon	Tue	Wed	Thu	Fri	Sat					FICA	Withhold-ing Tax	Other		
			Hours Worked Each Day															
1.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
2.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
3.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
4.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
5.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
6.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
7.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
8.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
9.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							
10.		OT								0.00		0.00	0.00	\$ 0.00				\$ 0.00
	RG								0.00		0.00							

## AFFIRMATION

Today's Date	Printed name of party signing this report	Title
The party signing this report pays or supervises the (Name of contractor or subcontractor) payment of the persons employed by:		
Project Name:	For the week starting:	For the week ending:

"USUAL BENEFITS" DISTRIBUTION (Please report in "per hour" terms)						
Work Classification	Total Hourly "Usual Benefits" (A + B + C + D + E)	(A) Hourly Pension	(B) Hourly Medical	(C) Hourly Vacation	(D) Hourly Holiday	(E) Approved Apprentice Program
1.	\$ 0.00					
2.	\$ 0.00					
3.	\$ 0.00					
4.	\$ 0.00					
5.	\$ 0.00					
6.	\$ 0.00					
7.	\$ 0.00					
8.	\$ 0.00					
9.	\$ 0.00					
10.	\$ 0.00					

The party signing below **AFFIRMS** the following:

- (1) All information contained in this Certified Payroll Report, including any addenda, is correct and complete.
- (2) The wage rates for workers, laborers or mechanics as reported above are not less than the applicable wage rates contained in any wage determination related to the contract; and the classifications as reported above for each worker, laborer or mechanic conform with the actual work performed by such worker, laborer or mechanic.
- (3) The payments of usual benefits as listed above have been or will be made to appropriate approved plans, funds or programs for the benefit of such employees.
- (4) All persons employed on the above-referenced project(s) have been paid the full weekly wages earned, and no rebates have been or will be made either directly or indirectly to or on behalf of the above-named contractor or subcontractor from the weekly wages earned by any person. No deductions, other than those which are legally permissible, have been made by any person either directly or indirectly from the full wages earned.
- (5) Any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Washington State Apprenticeship and Training Council.

**Falsification of any of the above statements is a violation of RCW 39.12.050 subject to prosecution, sanctions, and penalties.**

Print or type name of party signing this report	Title	Signature
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Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

## **SECTION VI – EFFECTIVE DAVIS BACON ACT WAGE DETERMINATION FOR THIS PROJECT**

Bidders can obtain a copy of the applicable federal General Wage Decision directly from the Wage Determinations OnLine.gov website (a collaborative effort of the Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce) listed below:

<http://www.wdol.gov/dba.aspx>

"General Decision Number: WA20210095 01/01/2021

Superseded General Decision Number: WA20200095

State: Washington

Construction Type: Residential

County: Spokane County in Washington.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
0                      01/01/2021

BRWA0001-001 06/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	16.15

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\* ELEC0073-007 01/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	9.08

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LABO0238-001 06/01/2019

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

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LABO0242-001 06/01/2019

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 40.36	11.94

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PLAS0478-001 06/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.30	15.53

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SHEE0066-050 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 29.42	20.84

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TEAM0690-011 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 cerfification 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.

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SUWA2011-015 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 16.47	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
LABORER: Common or General.....	\$ 13.82	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.00	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 17.50	0.00
OPERATOR: Bulldozer.....	\$ 29.63	0.00

PAINTER (Brush, Roller, and Spray).....	\$ 24.75	5.91
PLUMBER.....	\$ 25.86	2.76
ROOFER.....	\$ 23.12	2.90
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.84	7.30

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

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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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.

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## 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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END OF GENERAL DECISION

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**SECTION VII - EXECUTIVE ORDER 11246**  
**CONTRACTS >\$10,000**

- A. 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 insure 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 be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. 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.
- C. The Contractor will send each labor union, or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice to be provided by the 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.
- D. 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.
- E. 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 its books, records and accounts by the contracting officer and the Secretary of Labor for purposes of investigation to ascertain compliance of such rules, regulations and orders.
- F. 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G 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 vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the contracting officer as any means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as the result of such direction by the contracting officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION VIII - FEDERAL LABOR STANDARDS PROVISIONS**  
**(Form HUD – 4010 (06-2009) ref. Handbook 1344.1)**

U.S. Department of Housing and Urban Development  
Office of Labor Relations

**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/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 1010, 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.

## **SECTION IX – OTHER FEDERAL PROVISIONS TO BE INCLUDED IN AWARDED CONTRACT**

1. **ACCESS TO RECORDS:** The Contractor shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by HUD, the City, the Agency, its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
2. **CIVIL RIGHTS:** The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The Contractor shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

3. **NONDISCRIMINATION:** The contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
4. **AFFIRMATIVE ACTION:** The contractor agrees that it shall be committed to carry out pursuant to the Grantee's specification an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the contractor to assist in the formulation of such program. Refer to Section VI of the Bid Packet.
5. **CERTIFICATION OF NON-SEGREGATED FACILITIES (CONTRACTS OVER \$10,000):** By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that they do not maintain or provide for their employees any segregated facility at any of their establishments, and that they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, \*transportation, and housing facilities provided for employees which 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. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certification in their files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

\*Parking lots, drinking fountains, recreation, or entertainment areas.

6. **WOMEN AND MINORITY OWNED BUSINESS:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in the Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

7. **ENERGY CONSERVATION REQUIREMENTS:** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. **OCCUPATIONAL SAFETY AND HEALTH ACT:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
9. **PROCUREMENT OF RECOVERED MATERIALS:** Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products.
10. **LOBBYING CERTIFICATION:** The Contractor certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
  - b. If any 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - c. It will require that the language of paragraph (d) [below] 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 subrecipients shall certify and disclose accordingly; and
  - d. Lobbying Certification  
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.C. 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.
11. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT:** The Contractor agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part

24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The Contractor also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

12. **SECTION 3 COMPLIANCE:** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Agency and any of the Agency's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Agency and any of the Agency's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

13. **HATCH ACT:** The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
14. **ENVIRONMENTAL CONDITIONS:**

- a. AIR AND WATER (Contracts exceeding \$100,000)

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

b. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

d. HISTORIC PRESERVATION

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.