



KING COUNTY HOUSING AUTHORITY

HOUSING REHABILITATION OFFICE

700 ANDOVER PK W, SUITE D • TUKWILA, WASHINGTON 98188
PHONE (206) 214-1240 FAX (206) 214-1259

CONTRACTOR REGISTRATION INFORMATION

In order to do business with the King County Housing Authority, contractors must agree to the attached General Conditions, complete the attached forms and provide the requested information. Please assure that you carry liability insurance at the prescribed minimums and submit both the insurance certificate **and** the endorsement. Submit the following to our office:

- Contractor Information Form (attached)
- General Conditions (attached) signed by an authorized representative of your company. (Keep one and return signed one.)
- Certificates of Insurance covering the following with the noted minimum coverages:

(1) General liability

- Each occurrence - \$1,000,000 General Aggregate - \$2,000,000

An “Additionally Insured Endorsement” (CG 20 10 10 93) must be included with the Certificate of Insurance for General Liability.

- If your work is for homes participating in the King County Home Repair Program, you must provide an endorsement that list *both* KCHA and King County Housing and Community Development as the additionally insured.
- If your work is limited to the Bellevue Home Repair Program or our weatherization program, you must provide an endorsement that lists KCHA as the additionally insured.

(2) Automobile liability

- Minimum Automobile Combined Single Limit Liability Coverage - \$500,000

(3) Pollution Occurrence Insurance (POI)

The requirement for POI is limited to the weatherization program. Contractors, whose work may create lead paint hazards while installing weatherization improvements, must carry POI. Lead based paint is presumed to exist on most homes constructed prior to 1978, and some weatherization activities may disturb that paint. Typical weatherization contractors requiring POI include air sealers, window installers and those providing related repairs (e.g. mechanical ventilation).

- Each Occurrence - \$500,000 General Aggregate - \$500,000

Contractors providing services under the home repair program are not required to carry POI (however, they must still receive SWP certification if their work could disturb lead based paint). Those typically not required to carry POI include electricians, plumbers, roofers, pest controllers, septic/sewer installers and most general contractors.

- Certificates of Lead Safe Work Practices (SWP)

Certificates of SWP apply to both the home repair and weatherization programs. Contractors must consider the likelihood that their activities will disturb lead based paint. Each crew member, whose work may disturb lead based paint surfaces, must receive training in SWP. In order to receive approval for lead-related work, contractors must submit to KCHA “Certificates of Completion of SWP” (or an equivalent EPA certification) for each worker. See “Lead Paint Hazards”. Feel free to ask for clarifications.

- Where applicable, contractors must also submit to KCHA the “Contractor Approval for Lead Work” form. This documents the contractor and crew status regarding certifications.
- Copy of current Washington State contractor’s license.
- W-9 form noting your Federal Tax I.D. Number (form attached).
- Certification as a Women or Minority Business Enterprise (WMBE), if applicable. The Housing Authority encourages relationships with certified WMBEs. If you are a minority or women owned firm, application for certification may be made through the Washington State Office of Minority and Women’s Business Enterprises. Please submit a copy of your certification letter to our office.

As your current contractor license and insurance policies reach their expiration dates, please arrange for renewals and submit copies to our office.

If you have any questions regarding registering with us, please do not hesitate to call Delores Mackey at 206-214-1240.



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CONTRACTOR INFORMATION

Please fill out this form completely and return it to our office.

Principle's/Owner's Name: _____

Business Name: _____
(Example: John Doe dba DOE Construction OR John Doe Construction OR DOE Construction, Inc.)

Business Address: _____

City: _____ Zip: _____

Mailing Address: _____
(If different from above)

City: _____ Zip: _____

Telephone: _____ Fax # _____

Cell Telephone: _____ Pager # _____

Email Address: _____

WA State Contractors' License #: _____ Expiration Date: _____

Licensed as: General Contractor Specialty Contractor - Trade _____

What type of work do you specialize in? _____

Areas in King County you prefer to work: _____

Areas in King County you prefer NOT to work: _____

I understand that my failure to respond to Invitations to Bid could result in my being dropped from the bidder's list.

Principle's/Owner's Signature

Date Signed

GENERAL CONDITIONS
For
CONTRACTED WORK WITH KING COUNTY HOUSING AUTHORITY

**ARTICLE I
DEFINITIONS**

1.1 CONTRACT. The contract shall consist of the construction contract, the General Conditions, the drawings (if any), the project specifications, the Request for Bid, the contractor's bid proposal, the Notice to Proceed, the International Residential Code for one and two family dwellings, the Washington State Weatherization Specifications, the Puget Sound Regional Weatherization Specifications, local codes and any written changes to any of the foregoing documents.

1.2 KCHA. KCHA refers to the King County Housing Authority and its officers and employees who have responsibilities in administering the home repair and weatherization programs with the King County Department of Housing and Community Development, the City of Bellevue, the Washington State Department of Community, Trade and Economic Development and the agents and designees of such officers and employees.

1.3 OWNER. The owner is the client whose home is to receive repairs under the King County or Bellevue home repair programs. All sections of the General Conditions apply to the contract for home repair. The owner is provided a copy of and agrees to the General Conditions.

1.4 WEATHERIZATION HOUSEHOLDS. The weatherization household is the client whose residence, either owner-occupied or rental, is to receive energy upgrades under the weatherization program. All sections of the General Conditions, with the exception of those specifically referring to the owner, apply to the contract for weatherization services.

1.5 GOVERNING LAW. The governing law of this contract shall be the law of the location where the rehabilitation work takes place.

1.6 PARTIES. The parties of this contract shall be the owner and the contractor for home repair programs; KCHA and the contractor for weatherization programs.

**ARTICLE 2
EXECUTION AND INTENT**

The contract shall be signed by the owner and the contractor for home repair programs; by KCHA and the contractor for weatherization programs. The contract documents are complementary and what is called for any on document shall be as binding as if called for by all. The intention of the contract is to include all labor, materials and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results. The term "work" as used in the contract documents includes all labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

**ARTICLE 3
AUTHORITY OF KCHA**

3.1 KCHA shall have authority to make periodic inspections of the work site during construction to familiarize itself with the progress and quality of the work. The owner expressly understands and agrees, however, that KCHA shall not be responsible for the contractor's failure to accomplish work in accordance with the contract terms.

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

3.3 KCHA shall be, in the first instance, the interpreter of the terms and conditions of the contract. Within 14 days of such notification, KCHA shall investigate and resolve the issue and notify both parties in writing of its decision.

3.4 If a dispute arises between the homeowner or the weatherization household and contractor, each agrees to meet in good faith to resolve the dispute with a KCHA Housing Rehabilitation Specialist.

**ARTICLE 4
OWNER**

The owner and the weatherization household shall make their home available to contractors during regular working hours and shall permit the contractor to use, at no cost, existing utilities at the site such as light, heat, power and water necessary to the carrying out and completion of the contract work. The owner shall also facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary.

**ARTICLE 5
CONTRACTOR**

5.1 The contractor shall supervise and direct the work using his best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

5.2 Unless otherwise specifically noted, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment/machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

5.3 The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

5.4 The contractor warrants to the owner (contract for home repair) and KCHA (contract for weatherization services) that all materials and equipment incorporated in the work will be new unless otherwise specified. All work shall be performed by craftsmen skilled in the trade by which such work items would appropriately be performed. All work shall be performed in accordance with the best practices of the trade and shall be of good quality, free from faults and defects.

5.5 The contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

5.6 The contractor shall give notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work, and shall notify the owner if the drawings and bid proposal are at variance therewith. In particular, the contractor shall comply with applicable local building codes. The contractor shall insure that all of its subcontractors likewise comply with governing law.

5.7 The contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the contractor.

5.8 The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent, except as otherwise specified.

5.9 Subcontracts:

a. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred from performing work by any agency of the United States Government or of the State in which the work is to be performed.

b. The Contractor shall be as fully responsible for the acts or omissions of subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

c. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Housing Authority.

d. The contractor shall insert appropriate provisions in all subcontracts to bid subcontractors to the

terms of the contract documents insofar as they are applicable to the work of the subcontractor, and to require the subcontractors to assume toward contractor all the obligations and responsibilities which the Contractor by these documents, assumes towards the owner.

ARTICLE 6 CONTRACTOR'S GUARANTEE

The contractor hereby guarantees all work performed for a minimum period of one (1) year from the date of final acceptance of all the work required by the contract. All materials and equipment furnished by the contractor under this contract shall be new, unless otherwise specified. They shall be of good builder's quality and free of defects. All manufacturers' and suppliers' written guarantees and warranties covering such materials and equipment shall be furnished to the owner or the weatherization household. The contractor agrees to correct any defects due to faulty workmanship, materials or equipment and shall pay for or repair any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the contract work. The owner agrees all warranties and guarantees are between the contractor and owner.

ARTICLE 7 COMMENCEMENT OF WORK

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

ARTICLE 8 COMMENCEMENT OF WORK

8.1 The contractor's bid proposal shall be accepted or rejected by the owner (home repair program) or KCHA (weatherization program) within 30 days from the date established by KCHA for its receipt, provided that the contract is subject to issuance of a written Notice to Proceed order by KCHA. No work shall be commenced by the contractor until a Notice to Proceed order is signed by KCHA.

8.2 In general, KCHA shall issue a Notice to Proceed to the contractor within 30 days of acceptance of the contractor's proposal.

8.3 The contractor must contact the homeowner within 15 days and complete all work within 90 days of issuance of the Notice to Proceed.

ARTICLE 9 PROTECTION OF WORK AND PROPERTY

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work site and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any governmental authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the contractor, except damage or loss attributable to faulty drawings or to the acts or omissions of the owner or KCHA or anyone employed by either of them.

ARTICLE 10 INDEMNIFICATION

10.1 The contractor shall protect, defend, indemnify and hold harmless the owner or the weatherization household and KCHA, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the contractor's, its officers, officials, employees,

agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereafter amended.

10.2 The contractor's obligations under this section shall include, but not be limited to,

1. The duty to promptly accept tender of defense and provide defense to the owner or weatherization household and KCHA at the contractor's own expense.
2. The duty to indemnify and defend the owner or weatherization household and KCHA from any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the owner or the weatherization household and KCHA only, and only to the extent necessary to provide each party with a full and complete indemnity and defense of claims made by the contractor's employees. The parties acknowledge that these provisions were mutually negotiated by them.
3. To the maximum extent permitted by law, the contractor shall indemnify and defend the KCHA from and be liable for all damages and injury which shall be caused to owners of property in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract, whether or not such injury or damage is caused by negligence of the contractor or caused by the inherent nature of the work specified.

10.3 KCHA, at its sole discretion, may (1) withhold amounts sufficient to pay the amount of the claim for injury, and/or (2) pay any claim for injury of which KCHA may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this contract.

Any amount withheld will be held until the contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the contractor shall reimburse and otherwise be liable for claims costs incurred by KCHA, including, without limitation, costs for claims adjusting services, attorneys, engineering and administration.

10.4 In the event KCHA incurs any judgment, award and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the contractor.

10.5 Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this contract.

INSURANCE ARTICLE 11

11.1 By the date of the execution of this contract, the contractor shall procure and maintain for the duration of this contract, insurance against injuries to persons and damages to property which may arise out of, or in connection with, the performance of work under this contract. The contractor shall furnish evidence of Commercial General Liability and Automobile Liability. Coverages must contain limits for automobile liability of not less than \$500,000 combined single limit and for Commercial General Liability \$1,000,000 combined single limit and \$1,000,000 aggregate. The contractor shall add KCHA and King County H&CD to the contractor's policy(s) as an additional insured and shall provide a certificate of insurance and policy endorsement as evidence of coverage.

11.2 Additional contractor insurance requirements shall be updated periodically and noted on the cover letter to these General Conditions.

11.3 Unless otherwise provided, the owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Any insured loss is to be adjusted with the owner and made payable to the owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgage clause. The owner and contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The contractor shall require similar waivers by his subcontractors.

11.4 By requiring such minimum insurance coverage, KCHA or the owner shall not be deemed or construed to have assessed the risks that may be applicable to the contractor under this contract. The contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

11.5 Nothing within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this contract.

ARTICLE 12 WORKERS' COMPENSATION

The Contractor certifies that he will remain in compliance with the Washington Workers' Compensation laws through the duration of his working relationship with KCHA. The Housing Authority reserves the right to request verification of the Contractor's current status with the Washington State Department of Labor and Industries.

ARTICLE 13 CHANGES IN THE WORK AND TIME

13.1 Changes in the work, consisting of additions, deletions, or modifications, the contract sum and the contract time, shall take place only upon approval of the owner (home repair programs) and KCHA (all programs). All such changes in the work shall be documented on KCHA change order forms and signed by the owner (home repair programs) and the contractor, and authorized by KCHA.

13.2 The contract sum and the contract time may be changed only by change order. The cost or credit associated with a change in the work shall be determined by mutual agreement.

13.3 If the contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the contractor's control, or by any cause which KCHA may determine justifies the delay, then the contract time shall be extended by change order for such reasonable time as KCHA may determine.

ARTICLE 14 CORRECTION OF WORK

The contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final acceptance of the contract work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents. The provisions of the Article apply to work done by subcontractors as well as to work by direct employees of the contractor.

ARTICLE 15 PAYMENTS

15.1 Upon completion of the work, the contractor shall submit to KCHA his invoice and the Contractor's Warranty and Release of Liens/Homeowner's Release of Final Payment, signed by the owner (home repair programs), KCHA (all programs) and the owner (home repair programs) shall inspect the work and, if satisfactory, approve payment of the invoice. The contractor shall be paid the contract sum as specified in the Notice to Proceed. Payment shall be issued by the King County Department of Community Development (King County Home Repair Program) or KCHA (Bellevue Home Repair Program and Weatherization Program).

15.2 Payment may be withheld on account of (1) defective work not remedied; (2) claims filed; (3) failure of the contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by the contractor.

ARTICLE 16 ASSIGNMENT

The contractor shall not assign any part of the contract without the prior written consent of the owner (home repair

programs) and KCHA. The request for assignment must be addressed by the contractor to KCHA.

ARTICLE 17 TERMINATION BY CONTRACTOR

If KCHA fails to issue a certificate of payment for a period of 30 days through no fault of the contractor, or if the owner (home repair programs) fails to make or approve payment thereon for a period of 30 days, the contractor may, upon 7 days written notice to the owner and KCHA terminate the contract and recover from the owner payment for all work executed. If the contractor chooses to submit in writing to KCHA causes for termination, KCHA shall provide a written response to the contractor within 14 days of receipt of the contractor's findings.

ARTICLE 18 TERMINATION BY THE OWNER

If the contractor defaults or neglects to carry out the work on home repair programs in accordance with the contract documents or fails to perform any provision of the contract, the owner may, with written consent of KCHA, and after 7 days written notice to the contractor, without prejudice to any other remedy they have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at their option, may terminate the contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of the finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference to the owner.

ARTICLE 19 TERMINATION BY KCHA

If the contractor defaults or neglects to carry out the work on home repair or weatherization programs in accordance with the contract documents or fails to perform any provision of the contract, KCHA may, after 7 days written notice to the contractor, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at KCHA's option, may terminate the contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of the finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference to KCHA.

ARTICLE 20 NON-DISCRIMINATION

If the contract price is \$10,000 or more the contractor shall comply with following nondiscrimination and affirmative action requirements:

20.1 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

20.2 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

20.3 The contractor shall send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative

of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

205 Noncompliance with this Article may result in cancellation, termination, or suspension in whole or in part and such other remedies as authorized by law.

20.6. The contractor shall include paragraphs 17.1 through 17.5 of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. The contractor will take such action with respect to any subcontract or purchase order as the owner or the Secretary of Housing and Urban Development (HUD) may direct as a means of enforcing such provisions, including sanctions for noncompliance.

ARTICLE 21 LEAD BASE PAINT REGULATION

21.1 No paint containing more than six one-hundredths of one percent lead by weight shall be used in the performance of any work specified in this contract. The abatement, removal, and disposing of lead-based paints shall be in conformance with HUD's Final Ruling.

21.2 Federal regulations associated with the use of home repair and weatherization funds require particular care when making repairs to or installing weatherization measures in dwellings that may contain lead-based paint. Lead-based paint is presumed to exist unless (1) the building was constructed on or after 1/1/78, and/or (2) the building has been determined to be lead-based paint free. Both the building owner and KCHA have the option to test the building for lead based paint. Where lead based paint does exist or is presumed to exist, the following applies:

- 1) Workers must utilize the HUD safety protocol, Safe Work Practices (SWP), while undertaking work, which may disturb lead-based paint.
- 2) All workers, whose work may disturb lead-based paint surfaces, must have received HUD approved training in SWP.
- 3) Home repair and weatherization activities must be undertaken in compliance with the following federal and state requirements:
 - a) HUD Rule, 24 CFR Part 35, titled "Lead Based Paint Poisoning Prevention in Certain Residential Structures." This section clarifies the requirement for utilizing SWP and sets the "de minimus" levels.
 - b) OSHA Rule 29 CFR Part 1926 (and corresponding WISHA Rule WAC 296-62). This clarifies worker exposure levels, exposure monitoring, medical surveillance and training.
 - c) EPA Rule, 40 CFR Part 745, titled "Lead: Requirements for Hazard Education before Renovation of Target Housing." Weatherization providers, including those who fund and/or install weatherization measures, are required to give a copy of the EPA booklet "Protect Your Family from Lead in Your Home" prior to the start of work.
 - d) EPA's Office of Solid Waste memorandum to RCRA Senior Policy Advisors. This notes that lead-based paint debris must be handled in a way that shall not generate or discharge the debris to the environment, either at the tenant's home or in transporting to a disposal site.

21.3 The contractor, whose workers may disturb lead paint, shall not undertake this work without receiving KCHA special approval for working with lead based paint.

Approval shall be based upon contractor submittals to KCHA documenting (1) EPA certifications and/or worker SWP training and (2) pollution liability insurance, if required (see Article 10, Insurance).

21.4 KCHA shall monitor contractor compliance with federal regulations at the work site. Failure to comply may lead to work stoppage, immediate clearance testing and possible relocation of residents. The contractor shall be responsible for costs of these activities, which arise out of his failure to utilize SWP while performing his work. The contractor may also be exposed to legal claims of occupants and/or workers.

ARTICLE 22 DISCLOSURE STATEMENT

This disclosure statement, as required by RCW 18.27.114 to the customer, is provided when any contractor agrees to perform a contract for the repair, alteration, or construction of four or fewer residential units or accessory structures on a residential property and when the bid or contract price totals one-thousand (\$1,000) dollars or more:

"Notice To Customer"

"The contractors for this project are registered with the state of Washington and carry and have posted with the state an appropriate bond. This bond may not be sufficient to cover a claim, which might arise from the work done under your contract. If any supplier of materials used in your construction project, or any employee of the contractor or subcontractor on your job is not properly compensated, your property may lien to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor Industries."

ARTICLE 23 SEVERABILITY

The invalidity of any article, clause, part or provision of this contract shall not affect the validity of the remaining portions thereof.

ARTICLE 24 WASHINGTON STATE ENERGY CODE

The contractor shall comply with all applicable standards of Chapter 51-1 WAC "Washington State Energy Code". The purpose of this code is to provide minimum standards for new or altered buildings and structures thereof to achieve efficient use of energy.

ARTICLE 25 COPELAND "ANTI-KICKBACK" ACT

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

ARTICLE 26 CLEAN AIR/WATER ACT

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

ARTICLE 27 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES

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

ARTICLE 28 LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS

28.1 The contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of

Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

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

Indian tribes (except those chartered by States) and Indian organizations as defined in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4500 B) are exempt from the requirements of this clause.

**ARTICLE 29
EXAMINATION AND RETENTION OF
CONTRACTOR'S RECORDS**

29.1 The Housing Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after payment under any contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

29.2 The Contractor agrees to include in first-tier subcontracts under each contract a clause substantially the same as paragraph (a) above. "Subcontract" as used in this clause, excludes purchase orders not exceeding \$10,000.

29.3 The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of each contract, (2) litigation or settlement of claims arising from the performance of the contract, or (3) costs and expenses of the contract to which the Housing Authority, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

Contractor:

Name of Contractor

Address of Contractor

Signature

Name

Date

Telephone

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do NOT
 send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Taxpayer Identification Number (TIN)		List account number(s) here (optional)																																				
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.																																						
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <p style="text-align: center;">OR</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Social security number																		Employer identification number																		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> For Payees Exempt From Backup Withholding (See the instructions on page 2.) </div>
Social security number																																						
Employer identification number																																						

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
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Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

LEAD BASED PAINT HAZARDS

Please consider the following to be an addition the Housing Authority's General Conditions:

Several departments of the federal government have established rules regarding repairing and weatherizing housing that may contain lead based paint. The rules intend to minimize occupant and worker exposure when lead-containing surfaces are disturbed. A variety of trainings for agency staff as well as contractors are now available to ensure that projects are undertaken in compliance with the regulations.

In general, buildings constructed prior to 1978 require attention to possible lead paint issues, and this includes a high percentage of the homes participating on our program. Depending upon funding source regulations and the particular circumstances, we may have the paint tested and an EPA-certified Risk Assessment performed or we may presume lead to be present in the paint. In either case, contractors will be required to follow a protocol of Safe Work Practices (SWP). Contractor work with lead hazards may have to pass a follow-up clearance test.

Contractor Approval. All contractors, who may work with lead paint hazards, must be approved by the Housing Authority to do this work. In addition, all work potentially disturbing lead hazards must take place in compliance with OSHA and WISHA requirements.

Contractors may choose among three options for obtaining Housing Authority approval for working with lead based paint. Each of the options provides training at least equal to the SWP training.

(1) The most likely (and least expensive) option is for contractor crewmembers to receive the one-day HUD sponsored SWP training. Unlike the next two options, this approach does not involve EPA certification for the firm, supervisors or workers. However, *each worker, whose work may disturb lead paint surfaces, must receive the SWP training.* A certificate verifying completion of SWP training is provided for each individual who successfully completes the course. Trained workers may not supervise other non-trained crewmembers. There are several local alternatives where this training may be obtained, including here at the Housing Authority. Contact us if you are interested. Contractors may receive Housing Authority approval for working with lead paint hazards by submitting to our office copies of workers' "Certificate of Completion" or similar documentation.

Contractors may choose to pursue a more ambitious course involving EPA certification. They may (2) become certified as a lead paint abatement contractor (for more information, contact the local EPA office) or (3) have a crew leader become EPA certified as a supervisor. The supervisor must be available to provide guidance to other contractor crewmembers in the use of appropriate techniques for working with lead hazards. Both of these options require several days of training, passing tests and paying fees associated with obtaining certifications. Trainings that lead to EPA certifications are locally available and can be found at <http://www.epa.gov/opptintr/lead/traincert.htm>. If contractors choose either of these last two approaches, they must submit copies of EPA certifications to the Housing Authority in order to become approved to work with lead surfaces in conjunction with our home repair and weatherization programs.

A training focusing on containment and cleanup practices is also available. This is a highly recommended hands-on training of the practices described in the "Lead Paint Safety" manual. The manual is included in this Contractor information packet or can be found at WWW.epa.gov/lead/leadsafetybk.pdf.

Contractors are also required to submit to KCHA the "Contractor Approval for Lead Work" form. This documents the contractor and crew status regarding certifications.

Please note the seriousness of SWP compliance. We will monitor contractor compliance ambitiously due to health and legal risks associated with lead hazards. Failure to properly apply SWP may have serious ramifications for the contractor. If KCHA observes improper containment and/or cleanup practices or the household communicates concerns about their exposure to paint debris, a clearance test may immediately be ordered. Work that is in progress would be temporarily stopped. Household members may have to be temporarily relocated. Whole house clearance testing would be necessary (instead of work site clearance), due to failure to provide proper containment. The contractor would be responsible for all clearance testing costs (for initial and follow-up tests), whole house cleanup necessary to pass a final clearance test and any relocation costs. If lead were found to exist in the paint debris (clearance includes laboratory testing of paint), KCHA would need to inform the household that their home contains lead based paint. It is conceivable that some households would choose to have their blood lead levels tested and/or take some action against the contractor.

There are several ways contractors may improve crew understanding of SWP, especially containment and cleanup techniques. All contractors, whose work involves possible lead hazards, have been given HUD's manual entitled "Lead Paint Safety", which illustrates appropriate containment and cleanup procedures. In addition DOE's Lead Safe Weatherization manual describes safe practices for many routine weatherization and repair activities. Let us know if you need copies of either of these. Contractors may also request KCHA guidance in SWP techniques for a specific job. Finally, additional training occasionally becomes available.

Contractors are fully accountable for their work with lead hazards. Therefore, we have also required that they carry a minimum of \$500,000 in Pollution Occurrence Insurance (See Contractor Registration Information).

Please be advised, then, that the use of Safe Work Practices on designated homes is critical. Not only could this be a health issue for household members and contractor crewmembers, but also a potentially expensive cleanup or legal issue for the contractor.



KING COUNTY HOUSING AUTHORITY

HOUSING REPAIR AND WEATHERIZATION OFFICE

700 ANDOVER PARK WEST, SUITE D • TUKWILA, WASHINGTON 98188
PHONE (206) 214-1240 FAX (206) 214-1259

CONTRACTOR APPROVAL FOR LEAD WORK

Contractors, who may work with lead based paint hazards, must be approved by King County Housing Authority for this work. Approval occurs when contractors have returned this form and documentation of appropriate trainings or certifications to this office.

I, _____, have chosen the following course of action:
CONTRACTOR

- My firm has become EPA certified to abate lead based paint. Documentation of EPA certification attached.
- One or more of my crew has become EPA certified as a supervisor. Documentation of EPA certification(s) attached.

Name(s) of EPA certified supervisor

- Crewmembers have received training in Safe Work Practices (SWP). I understand that each crewmember, who may disturb lead based paint surfaces, must have received SWP training. Documentation of "Notice of Completion(s)" attached.

Name(s) of individual(s) completing SWP training

I shall update this list and corresponding documentation whenever changes occur.

SIGNED

DATE