



REQUEST FOR PROPOSAL

GENERAL CONTRACTOR SERVICES

CLEVELAND AVE REHABILITATION PROJECT - CONSTRUCTION

PROJECT OVERVIEW

Issued by: Homes First

Project Name: Cleveland Avenue Rehabilitation Project

Project Location: 4707 Cleveland Avenue SE, Tumwater, WA 98501

Issue Date: 12/08/25

Proposal Due Date: 01/26/26

Pre-Bid Meeting: 01/14/26 ON SITE

1. PROJECT OVERVIEW

1.1 Introduction

Homes First is seeking qualified General Contractors to submit proposals for the major rehabilitation of a seven-bedroom sober living home located at 4707 Cleveland Avenue SE, Tumwater, WA 98501. This project is funded through the Community Development Block Grant (CDBG) Program administered by Thurston County.

1.2 Project Description

The property is a currently occupied sober living facility built in 1939 that requires comprehensive rehabilitation while maintaining continuous occupancy. The project will address critical health, safety, and habitability concerns to preserve this affordable housing resource for low-income persons in recovery.

Planned Improvements Include:

- Flooring replacement throughout
- Kitchen cabinet replacement
- Kitchen countertop replacement
- Electrical panel upgrade



- Deck rehabilitation
- Window improvements
- New appliances
- All associated repairs and improvements necessary to meet code compliance

1.3 Project Goals

- Rehabilitate and preserve critically needed affordable sober living housing
 - Provide decent, safe, and sanitary housing for 7 low-income persons
 - Ensure compliance with all applicable building, fire, and property standards
 - Minimize disruption to current residents during construction
 - Complete work within budget and timeline constraints
-

2. SCOPE OF WORK

2.1 General Requirements

The selected General Contractor will be responsible for:

- All labor, materials, equipment, and supervision necessary to complete the work
- Compliance with all federal, state, and local regulations
- Coordination with Homes First Project and Compliance Manager to minimize occupant's disruption
- Protection of occupied areas during construction
- Daily site cleanup and waste removal
- Final cleanup and project closeout

2.2 Pre-Construction Requirements

Environmental Compliance

- Complete any required environmental review documentation
- Comply with all conditions of environmental clearance
- Report discovery of any archaeological or historic materials immediately

Occupancy Considerations



- **The facility will remain occupied during construction**
- Develop and implement a phasing plan that minimizes disruption
- Maintain safe access and egress at all times
- Coordinate work schedule with Homes First Team
- Maintain strict confidentiality of residents

2.3 Detailed Scope of Work

A. Flooring Replacement

- Remove existing flooring throughout
- Prepare substrate as necessary
- Install new flooring per specifications
- Include transitions and trim

B. Kitchen Rehabilitation

- Remove and dispose of existing cabinets and countertops
- Install new kitchen cabinets (specifications to be provided)
- Install new countertops with undermount sink
- Reconnect plumbing fixtures
- Install new backsplash
- Manage and coordinate with electrical and plumbing trades

C. Electrical Panel Upgrade

- Install new electrical service panel (size to be determined)
- Ensure compliance with current National Electrical Code
- Obtain electrical permit and inspection
- Label all circuits
- Provide as-built documentation

D. Deck Rehabilitation

- Assess structural integrity of existing deck
- Replace deteriorated framing members



- Replace decking boards
- Install code-compliant railings and guards
- Apply protective finish
- Ensure compliance with current building codes

E. Window Improvements

- Replace or repair windows as specified
- Ensure energy efficiency standards are met
- Provide proper flashing and weatherproofing
- Paint or finish as required

F. Appliances

- Provide and install new kitchen appliances per specifications:
 - Refrigerator
 - Range/oven
 - Dishwasher
- Coordinate utility connections
- Remove and dispose of old appliances properly

G. Related Work

- All associated plumbing, electrical, and HVAC work
- Drywall repair and painting
- Trim and finish carpentry
- Code compliance upgrades as required by local jurisdiction
- Any other work necessary to complete the project

2.4 Quality Standards

All work must comply with:

- Current International Building Code (IBC)
- Current International Residential Code (IRC)
- Current National Electrical Code (NEC)



- Current International Plumbing Code (IPC)
- Current International Mechanical Code (IMC)
- Current International Energy Conservation Code (IECC)
- Local amendments to adopted codes
- Manufacturer specifications and installation requirements
- 24 CFR 92.251 (Property Standards)

3. FUNDING SOURCE AND COMPLIANCE REQUIREMENTS

3.1 Funding Source

This project is funded by:

- **Federal Program:** Community Development Block Grant (CDBG)
- **Federal Agency:** U.S. Department of Housing and Urban Development (HUD)
- **Award Date:** August 29, 2024
- **Total Project Budget:** \$226,750(including materials and labor)

3.2 Federal Compliance Requirements

All work performed under this contract is subject to federal requirements including, but not limited to:

Section 3 of the Housing and Urban Development Act of 1968

Section 3 requires that employment and other economic opportunities generated by HUD financial assistance be directed to low- and very low-income persons, particularly recipients of government assistance for housing.

Section 3 Requirements:

- To the greatest extent feasible, provide training, employment, and contracting opportunities to:
 - Section 3 residents (low- and very low-income persons)
 - Section 3 business concerns
 - Targeted Section 3 workers

Section 3 Benchmarks: Contractors must make good faith efforts to meet these benchmarks:

- 25% of total labor hours worked by Section 3 workers



- 5% of total labor hours worked by Targeted Section 3 workers

Documentation Requirements:

- Maintain records of all employment and contracting efforts
- Submit Section 3 Summary Reports quarterly
- Post Section 3 notices at job site
- Document efforts to recruit and hire Section 3 workers

Additional Federal Requirements:

- Title VI of the Civil Rights Act of 1964 (non-discrimination)
- Executive Order 11246 (Equal Employment Opportunity)
- Americans with Disabilities Act of 1990
- National Environmental Policy Act (NEPA) compliance
- Lead Safe Housing Rule (24 CFR Part 35)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)

3.3 State Requirements

- **Washington State Prevailing Wage Law** (Chapter 39.12 RCW)
- Contractors must verify they are not on the Department of Labor & Industries "Contractors Not Allowed to Bid" list
- Comply with all state licensing and registration requirements
- RCW 39.04.370 reporting (for items prefabricated out-of-state)

3.4 Record Retention

All project records, including payroll records, must be retained for a minimum of six (6) years after project completion.

REGULATORY COMPLIANCE REQUIREMENTS

WASHINGTON STATE REQUIREMENTS

- **Prevailing Wage:** All work must comply with Washington State Prevailing Wage requirements (RCW 39.12)



- **Apprenticeship Utilization:** Minimum 15% apprentice utilization hours (RCW 39.04.320) – or a request for a waiver.
- **Local Employment:** Preference for local hiring when possible
- **Women and Minority Business Enterprise (WMBE):** Good faith effort to utilize certified WMBE subcontractors

BUILDING CODES & STANDARDS

- **Building Codes:** IRC 2021, IBC 2021, WSEC 2021, Tumwater Municipal Code
 - **Zoning Compliance:** City of Olympia R 4-8 zoning requirements
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4. PROJECT SCHEDULE

4.1 Anticipated Timeline

- **RFP Issue Date:** 12/15/25
- **Pre-Bid Meeting:** 01/14/26 [on site]
- **Deadline for Questions:** 01/20/26
- **Proposal Due Date:** 01/26/26
- **Contractor Selection:** 02/06/26
- **Contract Execution:** 02/13/26
- **Notice to Proceed:** TBD
- **Project Completion:** By January 31, 2027
- **Substantial Completion Target:** 08/14/26

4.2 Project Duration

The selected contractor must complete all work within **120** calendar days from Notice to Proceed, unless extended in writing by Homes First.



5. PROPOSAL REQUIREMENTS

5.1 TECHNICAL PROPOSAL MUST INCLUDE:

1. Company Qualifications

- Washington State General Contractor License number
- Minimum 5 years experience with affordable housing projects preferred
- Experience with accessible/senior housing construction
- Experience with Housing Trust Fund or similar public funding projects using prevailing wage preferred
- Current bonding capacity and insurance certificates

2. Project Team

- Key personnel experience with similar projects
- Subcontractor qualification process
- Safety management plan and EMR rating

3. Technical Approach

- Construction methodology and sequencing
- Quality control and assurance procedures
- Schedule management approach
- Material procurement and logistics plan

4. Schedule

- Detailed project schedule with critical milestones
- Identification of potential delays and mitigation strategies
- Coordination with permitting and inspection processes

5. Safety Plan

- Comprehensive safety management program
- Site safety procedures and protocols
- Worker safety training requirements



5.2 COST PROPOSAL MUST INCLUDE:

1. Total Project Cost Breakdown

- Detailed line-item pricing for all scope elements
- Unit costs where applicable
- Labor costs with prevailing wage rates
- Material costs with current pricing validity

2. Alternative Pricing

- Value engineering opportunities
- Optional scope additions or deletions
- Cost for accelerated schedule if required

3. Allowances and Contingencies

- Defined allowances with clear scope limits
- Contingency amounts and conditions for use
- Change order pricing methodology

6. EVALUATION CRITERIA

6.1 Proposals will be evaluated based on the following weighted criteria:

1. Experience and Qualifications (25%)

- Relevant affordable housing construction experience
- Senior housing and accessibility experience
- Public funding project experience
- References from similar projects

2. Technical Approach (25%)

- Construction methodology and quality
- Schedule feasibility and management
- Safety program and record
- Problem-solving capabilities



3. **Cost Competitiveness (35%)**

- Total project cost reasonableness
- Cost breakdown clarity and completeness
- Value engineering opportunities
- Change order pricing fairness

4. **Compliance and Capacity (15%)**

- Regulatory compliance understanding
- Bonding and insurance adequacy
- Current workload and availability
- Local workforce utilization plan

6.2 Evaluation Process

Step 1: Responsive Review

- Verify minimum qualifications
- Confirm proposal completeness
- Check for mandatory pre-bid meeting attendance

Step 2: Technical Evaluation

- Review by evaluation committee
- Score proposals according to criteria
- May request clarifications or presentations

Step 3: Cost Evaluation

- Verify cost proposal completeness and reasonableness
- Evaluate value for money

Step 4: Reference Checks

- Contact provided references
- Verify project information

Step 5: Selection

- Identify highest-ranked proposer
- Negotiate final contract terms if necessary
- Award contract



6.3 Selection Rights

Homes First reserves the right to:

- Accept or reject any or all proposals
- Waive minor irregularities
- Request additional information or presentations
- Negotiate with the top-ranked proposer
- Cancel or reissue the RFP
- Award to other than the lowest cost proposal

6.4 Notification

All proposers will be notified in writing of the selection decision by **02/06/26**.

7. PROPOSAL REQUIREMENTS

7.1 Proposal Format

Submit one (1) original and three (3) copies of your proposal, plus one electronic copy (PDF), organized with the following tabs:

TAB 1: Cover Letter and Executive Summary

- Letter of interest (maximum 2 pages)
- Identification of primary contact person
- Confirmation that proposer meets minimum qualifications
- Acknowledgment of receipt of all addenda

TAB 2: Company Information and Qualifications

- Company name, address, phone, email, website
- Legal structure of firm
- Contractor license number(s) and classification
- Number of years in business
- Number of employees
- Organizational chart for this project
- Financial capacity statement



- Bonding capacity letter from surety
- Current EMR rating

TAB 3: Experience and References

- Description of firm's experience with similar projects
- Minimum of five (3) comparable projects completed in last 5 years, including:
 - Project name and location
 - Project description and scope
 - Contract amount
 - Completion date
 - Client name and contact information
 - Whether project involved federal funding
 - Whether project involved occupied buildings
 - Lead paint remediation experience (if applicable)
- Section 3 compliance experience (if any)
- Resumes of key personnel

TAB 4: Project Approach and Understanding

- Demonstration of understanding of project requirements
- Proposed project schedule with milestones
- Phasing plan for occupied facility
- Quality control plan
- Safety plan
- Approach to minimizing resident disruption
- Subcontractor management plan
- Plan for meeting Section 3 requirements

TAB 5: Section 3 Plan Provide a detailed plan describing how your firm will meet Section 3 requirements:

- Recruitment strategies for Section 3 workers



- Outreach methods to Section 3 business concerns
- Specific positions/trades to be filled
- Estimated labor hours by trade
- Approach to achieving or exceeding benchmarks
- Documentation and reporting procedures
- Prior Section 3 compliance experience
- Section 3 business status (if applicable)
- Commitment to subcontract with Section 3 businesses

TAB 6: Cost Proposal Submit a detailed cost proposal including:

- Lump sum price for base scope of work
- Unit prices for potential additional work items
- Breakdown by CSI division or major work category:
 - General conditions
 - Lead testing and remediation (if required)
 - Flooring
 - Kitchen cabinets and countertops
 - Electrical panel upgrade
 - Deck rehabilitation
 - Window improvements
 - Appliances
 - Related work and finishes
 - Contingency
- Schedule of values
- Payment schedule proposal
- Allowances (if any)
- Clarifications and assumptions



- List of proposed subcontractors (with license numbers)

TAB 7: Required Forms and Certifications

- Proposal Signature Form (Attachment A)+
- Non-Collusion Declaration (Attachment B)
- Section 3 Compliance Certification (Attachment C)
- Debarment Certification (Attachment D)
- References Form (Attachment E)
- Subcontractor List (Attachment F)
- Acknowledgment of Site Visit (Attachment G)

7.2 Submission Requirements

Deadline: Proposals must be received no later than **01/26/26**.

Delivery Address:

Homes First

Attn: Jasmine McKenzie, Projects and Compliance Manager

5203 Lacey Blvd SE, Ste. A

Lacey, WA 98503

Envelope Marking:

Clearly mark envelope: "RFP - Cleveland Avenue Rehabilitation Project"

Email: projects@homesfirst.orf **Phone:** 360.236.0920 x 206

Late Proposals: Will not be accepted. Proposers assume responsibility for timely delivery.

9. CONTRACT TERMS AND CONDITIONS

9.1 Contract Type

This will be a lump sum fixed-price contract with progress payments.

9.2 Payment Terms

- Monthly progress payments based on percentage complete
- Retainage: [Insert %] (or per bonding arrangement)
- Final payment upon substantial completion, acceptance, and closeout

9.3 Change Orders

All changes to scope, schedule, or budget must be approved in writing via formal change order process before work proceeds.



9.4 Warranties

- Standard one-year warranty on all work and materials
- Extended manufacturer warranties where applicable
- Ten-year warranty on structural modifications

9.5 Permits and Inspections

Contractor is responsible for:

- Obtaining all required permits
- Scheduling all inspections
- Paying all permit fees (included in contract price)
- Providing copies of final inspections to Homes First

9.6 Prevailing Wage Compliance

The contractor must:

- Pay all workers the higher of state or federal prevailing wage
- Submit weekly certified payroll reports
- Post wage determinations at job site
- Maintain all required wage documentation
- Comply with apprenticeship requirements

9.7 Section 3 Compliance

The contractor must:

- Make good faith efforts to meet Section 3 benchmarks
- Maintain documentation of all hiring and contracting efforts
- Submit quarterly Section 3 Summary Reports
- Post Section 3 notices at job site
- Cooperate with monitoring and reporting requirements

9.8 MWBE Compliance

The contractor must:

- Make good faith efforts to meet MWBE Benchmarks
- Maintain documentation of all hiring and contracting efforts
- Actively soliciting bids or proposals from qualified W/MBE firms



- Providing adequate notice of contracting opportunities through advertising, outreach, and networking
- Breaking down total project requirements into smaller tasks or quantities to facilitate W/MBE participation
- Providing interested W/MBE firms with adequate information about plans, specifications, and requirements
- Negotiating in good faith with interested W/MBE firms

10. ADDITIONAL CONTACT INFORMATION

Asset Manager: Ron Stewart

Phone: 360-236-0920 x206

Email: homes@homesfirst.org

11. ADDITIONAL REQUIREMENTS

11.1 SUSTAINABLE CONSTRUCTION:

Project must comply with Washington State Evergreen Sustainable Development Standards, including energy efficiency measures and sustainable building practices.

11.2 COMMUNITY ENGAGEMENT:

Contractor must coordinate with neighborhood and provide regular project updates to minimize construction impacts on adjacent residents if necessary.

11.3 UTILITY COORDINATION:

Contractor responsible for coordination with all utility providers for new service connections and any required utility relocations.

11.4 PERMITS AND APPROVALS:

All permits, fees, and regulatory approvals are included in contractor scope unless specifically excluded. Close coordination required with City of Tumwater building and planning departments.



Homes First reserves the right to reject any or all proposals, negotiate with selected contractors, and award contracts in the best interest of the project and organization.



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1. Access to Records

The Contractor agrees to keep such records as the **Owner/Developer** may require. All such records shall be available to the **Owner/Developer** and Thurston County for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

2. Contract Security

For contracts in excess of \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

3. Lands and Rights-of-Way

Prior to the start of construction, the **Owner/Developer** shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract. Any property acquisition shall comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4630).

4. Other Prohibited Interests

No official of the **Owner/Developer** who is authorized in such capacity and on behalf of the **Owner/Developer** to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the **Owner/Developer** who is authorized in such capacity and on behalf of the **Owner/Developer** to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Thurston County's prior written approval of the subcontractor. Thurston County will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U. S. Department of Labor or the Secretary of Housing and Urban Development, to receive such subcontract. Verifications of Subcontractors need to be obtained by the Contractor from www.sam.gov.

6. Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standard

Form HUD-4010 (07/2021) – Ref. Handbook 1344.1 – Previous editions are obsolete

A. APPLICABILITY



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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.

(1) MINIMUM WAGES

- (i) 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 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 1235-0023.)

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- (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 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1235-0023 and 1215-0018.)
- (ii) **Certified Payroll Reports.**
- (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 **Owner/Developer**, 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



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The Contractor agrees to keep such records as the **Owner/Developer** may require. All such records shall be available to the **Owner/Developer** and Thurston County for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

2. Contract Security

For contracts in excess of \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

3. Lands and Rights-of-Way

Prior to the start of construction, the **Owner/Developer** shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract. Any property acquisition shall comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4630).

4. Other Prohibited Interests

No official of the **Owner/Developer** who is authorized in such capacity and on behalf of the **Owner/Developer** to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the **Owner/Developer** who is authorized in such capacity and on behalf of the **Owner/Developer** to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Thurston County's prior written approval of the subcontractor. Thurston County will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U. S. Department of Labor or the Secretary of Housing and Urban Development, to receive such subcontract. Verifications of Subcontractors need to be obtained by the Contractor from www.sam.gov.

6. Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standard

Form HUD-4010 (07/2021) – Ref. Handbook 1344.1 – Previous editions are obsolete

A. APPLICABILITY



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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.

(1) MINIMUM WAGES

- (i) 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 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 1235-0023.)

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- (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 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1235-0023 and 1215-0018.)
- (ii) **Certified Payroll Reports.**
- (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 **Owner/Developer**, 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

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payrolls 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 <https://www.dol.gov/agencies/whd/forms> 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 **Owner/Developer**, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. 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 1235-0008.)

- (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; and
 - (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 3729 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 U.S. 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

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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, fringe benefits 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.



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- (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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (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 B(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 B(1) of this paragraph, in the sum of **\$27** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any 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 B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include



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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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

End of Federal Labor Standards Provisions

7. Compliance with State Prevailing Wage Requirements (RCW 39.12)

Before any payment is made of any sums due under this Contract, the subrecipient and Thurston County must receive from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the subrecipient and Thurston County must receive from the Contractor and each subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

8. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Public Law 88-352, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.)

9. Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

11. Section 504 of the Rehabilitation Act of 1973, as Amended



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No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

12. Section 3 Clause of the Housing and Community Development Act of 1968

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

13. Executive Order 11246 - Equal Opportunity Clause

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

- (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 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;



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layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause;

- (b) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin;
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this Section, 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 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 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law; and
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States (Section 202 Equal Opportunity Clause).

14. Executive Order 11246 - Notice Requirement for Affirmative Action

- (a) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

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- The female participation goal in each trade is 6.9 percent for every county in Washington State.
- Refer to <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> for minority participation percentages.

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

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

- (c) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the city, if any).

15. Executive Order 11246 - Construction Contract Specifications

(a) As used in these specifications:

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

- (b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of

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\$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this Contract resulted.

- (c) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- (d) The Contractor shall implement the specific affirmative action standards provided in paragraphs 82 (g) (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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- (1) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities;
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses;
- (3) Maintain a current file of the names, addresses and telephone numbers of each minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken;
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above;
- (6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter;

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- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
 - (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
 - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force;
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3;
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities;
 - (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
 - (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes;
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business obligations; and
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (h) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through g16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (g1 through g16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to

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documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

- (i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority of women is underutilized).
- (j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (l) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- (n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (o) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Americans with Disabilities Act of 1990



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Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

17. Buy America Build America

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Certification

I hereby agree to all applicable requirements set forth above. Signing this document does not alleviate the signee of providing documentation and evidence, as requested, by either the owner/developer or Thurston County.

I understand that this certification is subject to the Federal False Claims Act (FCA), 31 U.S.C. §§ 3729 - 3733., and that the signee shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or act threatening health or safety, including but not limited to allegations concerning the False Claims Act.

CDBG Contract: _____

Company: _____

Authorized Representative (Print): _____

Signature: _____

Representing (Architect, Contractor, supplier or manufacturer): _____

Phone Number: _____ Email: _____

Contractors may certify with the understanding that those certifying assume full legal responsibility and are subject to providing documentation verifying all applicable requirements upon demand.