



REQUEST FOR BIDS (by Email)

101 Elliott Avenue W, Suite 100, PO Box 79015, Seattle, WA 98119

Date: 12/3/25	To: Potential Bidders for SHA Solicitation #6126, Rainier Vista NE Landscape Maintenance		
The work described below is subject to the conditions described on Attachment A, version 1 <input checked="" type="checkbox"/> version 2 <input type="checkbox"/>			
SHA Reference No.: 6126	(Federal Prevailing Wages) Federal Wage Decision No.: HUD-52158 Routine Maintenance Wage Rate Determination ID #WA002A (Effective 01/01/2025-12/31/2026)	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule: N/A
Number of Calendar Days to Complete Work: 365 plus two optional 1-year extensions	For Questions Contact: Louise Lauff, Sr Contract Admin/Buyer 3	Phone No.: (206) 615-3376	
		E-mail: purchasing@seattlehousing.org	
Project Description <ul style="list-style-type: none">Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. or <input type="checkbox"/> See Scope of Work below.Asbestos Disclosure Options:<ul style="list-style-type: none"><input type="checkbox"/> SHA has performed, or caused to be performed, a good faith inspection to determine whether materials to be worked on or removed contain asbestos (include the inspection report as an attachment if this option is selected),<input type="checkbox"/> SHA assumes that the Work site contains asbestos and Contractor must handle the material in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, WAC 296-62-07701 through 296-62-07753, or<input checked="" type="checkbox"/> SHA is reasonably certain that asbestos will not be disturbed by this project. <p>This project is estimated to be between \$43,000 and \$48,000.</p>			
PRE-BID SITE VISIT: Tuesday, 10:00 a.m., December 9, 2025 and meeting at 4570 Martin Luther King Jr. Way South, Seattle, WA 98108 <p>All prospective bidders are strongly encouraged to attend any of the above two site visit. Non-attendance on the part of the Bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of the bid documents or any Addenda.</p>			
DEADLINE FOR QUESTIONS: Tuesday, January 6, 2026 no later than 1:00 p.m. <p>Email your questions to: purchasing@seattlehousing.org</p>			
BID DUE DATE AND TIME: Friday, January 16, 2026 by 2:00 p.m. <p>EMAIL YOUR BID TO: purchasing@seattlehousing.org</p>			
This project does not require a bid bond as it's estimated to cost less than \$100,000.			
The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered. This document ("Request for Bids") and ATTACHMENT E forms need to be Completed, Signed and Returned. Please refer to the Submission Checklist on next page for more details.			
Bids for Small Works Roster advertised projects will only be accepted from contractors who are listed on Seattle Housing Authority's Small Works Roster at the time bid is due. SHA utilizes the Small Public Works Roster maintained by MRSC to solicit bids from contractors for this solicitation. Register for FREE at www.mrscrosters.org and select Seattle Housing Authority. All companies on the roster must meet the agency's minimum qualifications for licensing bonding, and insurance and not be on any state or federal debarment lists.			
BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S): _____			
BIDDER MUST COMPLETE THE INFORMATION BELOW. In addition, if bidder has never done business with SHA, it must submit a Vendor Fact Sheet with its bid form. Bidder must also submit the required Section 3 forms with its bid form. <input checked="" type="checkbox"/> If checked, Bidder must complete the attached Detailed Bid Price Form and provide the total bid price below.			
Basic Bid Price (without Sales Tax)	Sales Tax on Materials (see Attachment A)	Total Bid Price (with Sales Tax)	
Bidder's Business Name:	Telephone No.:	E-Mail Address:	
Address:		City, State, Zip Code:	
Business Classification: <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> MWBE <input type="checkbox"/> Section 3		Contractor Registration No.:	

Signature:	Date:	Printed Name and Title of Person Signing Bid:
By signing above, the Bidder acknowledges receipt of Attachment A and any addenda issued for this project, and proposes to furnish all material and labor and to perform all work described herein for the Bid Price noted above. The Bidder also certifies the following: to have personally and carefully evaluated the Project Description and Attachment A, and to have a clear understanding of the same, including the requirement to pay prevailing wages.		

- ATTACHMENT A:** Version 1
- ATTACHMENT B:** Project Details
1. Scope of Work
 2. Schedule of Work: “Rainier Vista North East Landscape Maintenance”
 3. Map of Site: Architectural Drawing “New Rainier Vista II Site Plan”, dated January 7, 2006.
- ATTACHMENT C:** Prevailing Wage Rates
1. HUD-52158 Routine Maintenance Wage Rate Determination ID #WA002A (Effective 01/01/2025-12/31/2026)
 2. HUD-4010 Federal Labor Standards Provisions 10-2023
- ATTACHMENT D:** Sample Contract
- ATTACHMENT E:** Forms
1. SHA Vendor Fact Sheet
 2. Section 3 Business Concern Certification for Contracting, if applicable
 - Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses (for informational purposes)
 - Section 3 Quarterly Reporting Form (for informational purposes)
 3. Suspension and Debarment Compliance Certificate for Contractor/Subcontractor
 4. Non-Collusive Affidavit
 5. Certification of Compliance with Wage Payment Statutes (SSB5301)
 6. Reserved
 7. Detailed Bid Price Form
- ATTACHMENT F:** Instructions to Bidders

SUBMISSION CHECKLIST - THE FOLLOWING FORMS NEED TO BE COMPLETED, SIGNED AND RETURNED

- _____ Request for Bids (Page 1 and Page 2)
- _____ SHA Vendor Fact Sheet
- _____ Section 3 Business Concern Certification for Contracting, if applicable
Only if bidder wants to identify and certify as a Section 3 business.
- _____ Suspension and Debarment Compliance Certificate for Contractor/Subcontractor
- _____ Non-Collusive Affidavit
- _____ Certification of Compliance with Wage Payment Statutes (SSB5301)
- _____ Detailed Bid Price Form

ATTACHMENT A, Version 1

TERMS AND CONDITIONS



Attachment A, **Version 1**

Request for Bid (by E-Mail)

The work described in the Request for Bid (by E-Mail) is subject to the following terms and conditions:

Bidder Responsibility: The Bidder must meet the mandatory bidder responsibility criteria described below and as specified in RCW 39.04 or 2 CFR 200 in order to be considered a responsible bidder and be eligible for award consideration:

1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - Electrical Contractor License, if required by Chapter 19.28 RCW
 - Elevator Contractor License, if required by Chapter 70.87 RCW
 - Plumbing Contractor License, if required by Chapter 18.106 RCW
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
5. Has not been debarred, suspended, or otherwise ineligible to contract with SHA and is not included on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) [SAM.gov](https://sam.gov) | [Search](#) or the Department of Housing and Urban Development's "[Limited Denial of Participation](#)" list. This requirement also applies to the Bidder's principals.
6. Have completed training requirements under RCW 39.04.350 before bidding on public works projects as determined by the Washington State Department of Industries OR are exempt from the training requirements under RCW 39.04.350.
7. Within the three-year period immediately preceding the date of the proposal submittal, has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Prevailing Wages: The Bidder must pay all workers at least the prevailing wage rate for the type of work performed in accordance with the applicable prevailing wage rate schedule referenced on the Purchase Order or Request for Bid (by E-Mail) form and included in these solicitation documents. The type of wage schedule attached i.e., HUD Determined, Davis-Bacon, or the State Prevailing Wage schedule determines the appropriate labor standards that apply to the work as outlined below and contained in the General Conditions (defined below):

- 1) Part 11.13 for projects subject to the HUD-Determined wage rate schedule.
- 2) Part 11.12 for projects subject to Davis-Bacon wage schedule.
- 3) Part 5 for projects subject to the State prevailing wage schedule.

As part of its compliance with the prevailing wage requirements, the Bidder and, if applicable, Bidder's subcontractor(s) shall comply with the requirement to submit a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the State of Washington's Department of Labor and

Industries. Upon written request from SHA, Bidder shall also comply (and shall cause its subcontractors to comply) with any special, alternative, or supplemental filing instructions and requirements.

Bid Bond: SHA requires a bid guarantee for a sum of not less than five percent (5%) of the amount of the bid, except for small works roster construction projects estimated to cost \$100,000 or less. Therefore, if (1) the Bidder is on the small works roster, and (2) the Bidder's proposal is estimated to be \$100,000 or less, bid bond is not required.

Insurance: Within seven (7) calendar days of award, the Bidder shall submit to SHA, and maintain throughout the contract, at no expense to SHA, the following insurance coverage at the limits noted. Refer to SHA's General Conditions Of The Contract For Construction (the "General Conditions" or "SHA's General Conditions") for more details:

1. Commercial General Liability Insurance: \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.
2. Additional Insured Endorsement Ongoing Operations: SHA (and any limited partnership when applicable) must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Bidder. Certificates of insurance (and policy endorsements if needed) must be provided to SHA as evidence of additional insured coverage.
3. Additional Insured Endorsement Completed Operations: The Bidder's CGL insurance shall include SHA as an additional insured for Contractors Completed Operations by providing additional insured status on the CG2037 endorsement, or by an equivalent policy or endorsement provision. The Contractors Completed Operations additional insured status for SHA shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by SHA.
4. Employers Liability policy or Washington Stop Gap Liability insurance endorsement: \$1,000,000 each accident/occupational disease.
5. Workers Compensation coverage.
6. Commercial Business Auto Coverage: \$1,000,000 per accident.
7. Pollution Liability Insurance: \$1,000,000 combined single limit coverage, if the work involves handling or disposal of asbestos, lead-based paint, contaminated soil, or other hazardous materials.

Performance & Payment Bond: A Contract Payment and Performance Bond, or retention of contract amount in lieu of bond, is required, unless it is waived by SHA in accordance with the State law (RCW 39.04.155).

Retainage Requirements: SHA will retain five (5) percent of the contract amount for a period of thirty (30) days after date of final acceptance, unless specifically waived by SHA.

Tax Exempt Status of SHA: Pursuant to State law (RCW 35.82.210), SHA is exempt from paying sales tax when it obtains goods and services directly from the Bidder.

Protests: Any protest of award shall be resolved in accordance with [SHA's Procurement Procedures](#), which may be reviewed at SHA website, under FORMS AND POLICIES on the DO BUSINESS WITH US page.

General Conditions: SHA's General Conditions are incorporated by reference and made a part of this Request for Bid (by E-Mail) and any subsequent contract or purchase order executed for this work as if fully included herein. In the event of any discrepancy between the terms of this Attachment A and the General Conditions, the General Conditions apply, except that the types and amounts of insurance specified above, and the terms about the Bid Bond, the Performance & Payment Bond and the withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing [SHA website](#), under FORMS AND POLICIES on the DO BUSINESS WITH US page, or upon request by calling SHA at (206) 615-3379.

Performance Evaluation: The Bidder's performance on this project will be evaluated in accordance with SHA's Contractor Performance Evaluation Program. A copy of the Program may be obtained by accessing [SHA website](#).

Section 3: Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and
AttachmentA Version 1_14MAR2025 and under
Last Revised 03.14.2025

regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Each Bidder is required to submit with its Bid a Section 3 Business Certification form. Failure to complete this form may render a bid non-responsive.

- A. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this solicitation (Bidder is referred to as "Contractor" in the following paragraphs):

Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations set forth at 24 CFR 75 (as each of the same has been or may be amended, modified, or replaced from time to time, and including any successor statutes or regulations, collectively, "Section 3"), and with this Section.

1. The work to be performed under this Contract is subject to the requirements of Section 3.
2. Contractor will require its subcontractors to comply with Section 3. As evidenced by its execution of this Contract, Contractor certifies that it is under no contractual or other impediment that would prevent it from complying with Section 3.
3. Contractor will include this Section 3 clause in every subcontract and will take all necessary steps to ensure compliance with Section 3 by its subcontractors. Upon a finding that a subcontractor is in violation of Section 3, Contractor will take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3.
4. Contractor will provide certifications in form and substance required by Owner, at such times as Owner may request, certifying (i) Contractor's compliance with Section 3, and (ii) as to such facts and circumstances pertaining to Section 3 as Owner may require or request, including certification with respect to total number of labor hours worked under this Contract, labor hours worked by Section 3 Workers (as defined in Section 3), and labor hours worked by Targeted Section 3 Workers (as defined in Section 3).
5. Contractor's noncompliance with Section 3 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
6. Contractor agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure compliance with Section 3.

ATTACHMENT B.1

SCOPE OF WORK (SOW)

SCOPE OF WORK & GENERAL INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. **Project General Requirements.**
 - 3. **Scope of Work.**
 - 4. Work by Owner or under other contracts.
 - 5. Contractor's use of premises.
 - 6. Owner' occupancy requirements.
 - 7. Existing utilities.
 - 8. Contractor identification.
- B. Related Sections include the following.
 - 1. All sections within solicitation document.
 - 2. Addenda as indicated within Owner's Section/Information and as may be applicable during bid process.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Rainier Vista NE Landscape Maintenance
Location: 4570 Martin Luther King Jr Way South, Seattle 98108
- B. Owner: Seattle Housing Authority
Address: 101 Elliot Avenue West, PO Box 79015, Seattle, WA 98119.
Phone: 206-615-3365
- C. Prime Contractor: To be determined and awarded as a result of this solicitation.
- D. Project will be done under a Public Works Contract, subject to all applicable regulations.
- A. Project Type:
 - 1. Public:
 - a. All requirements associated with public bid process apply unless specifically noted.

1.03 PROJECT GENERAL REQUIREMENTS

- A. Provide all labor, material, supplies, and equipment necessary to maintain the Right of Way areas located in front of rental units at the stated property above and also in the Landscape areas in front of the side of rental units along with other areas within the parcel of the rental units. The details for the property are noted in the attached diagram and as described in these specifications.
- B. All work shall be done in accordance with industry standards and regionally accepted landscaping practices.
- C. At the beginning of the Contract, the Contractor shall submit a proposed schedule and manpower projection as required to accomplish the work indicated in this document, as well as the Detailed Bid Form, Schedule and other solicitation documents.
- D. All work shall be accomplished on a regularly scheduled basis during normal working hours: 7:00 a.m. to 7:00 p.m., Monday through Friday, except holidays.
- E. Contractor shall provide the name of their contact person who can be reached by phone during the hours of 7:30 a.m. through 5:00 p.m., Monday through Friday. This person shall have the authority to give supervisory instruction to the crew assigned to this Contract.
- F. Contractor performance will be reviewed periodically for compliance with the terms of the Contract.
- G. Material Safety Data Sheets (MSDS). The contract shall supply the Senior Property Manager with copies of all Materials Safety Data Sheets (MSDS) for all fertilizers, chemicals, fungicides, herbicides, pesticides and insecticides used for landscape maintenance.
- H. Contract Time Period: Work shall be Substantially Complete and ready for final payment in accordance with the contract documents. The contract term is three hundred sixty-five (365) consecutive calendar days from the effective date of the Notice to Proceed. This contract has two (2) optional one- (1) year extensions to equal a total contract period of three years where the extension can be exercised at Owner's discretion. SHA requires the figures on the Detailed Bid Form for Years 2 and 3 to be used if the two 1-year contract extension Change Orders are executed. SHA plans to incorporate those figures in accordance with the Change Order requirements set out in SHA's General Conditions.

1.04 SCOPE OF WORK

Scope of Work includes, but is not limited to:

- A. **Right of Ways:** The Right of Way areas, sometimes called a parking strip or ROW, consists of that area between the curb closest to the street and the inside edge of the sidewalk.
1. Maintenance of the ROW areas adjacent to the property should be anticipated and included in the bid, including the items where pricing is required for tasks noted on the Detailed Bid Price Form such as mulch mowing, weed removal and control, noxious weed removal, sweeping or blowing off to clean the hardscape/sidewalks, pruning shrubs & vines, leaf removal, and removing loose trash.
- B. **Landscape Areas:** The Landscape Areas consists of that area in front of or side of the rental units; and other areas within the parcel of the rental units. It does not include the area in the back of the rental units. It also includes public pathways that are adjacent to the rental unit blocks. The public pathways are located between blocks 44 and 45, blocks 41 and 42, and from the part to Martin Luther King Jr. Way South on block 43. The Landscape Areas shall be maintained in a healthy growing condition to include the following:
1. Mowing: General turf areas will be mulch mowed in accordance with the schedule as stated on the Detailed Bid Form and Schedule.
 2. Edging: All hard surfaces will be edged per the schedule.
 3. Fertilize: Turf and shrubs shall be fertilized in accordance with the schedule as stated on the spreadsheet with a natural organic plus slow-release synthetic fertilizer such that the fertilizer provides balanced feeding throughout the year. The contractor shall comply with all federal, local and state laws and regulations for any fertilizer activities.
 4. Weed Removal and Control: Control weeds in turf by removal where practical and spot-application of the least toxic herbicide is permitted. No broadcast herbicide or “weed-and-feed” products may be applied. Other areas, including shrub areas, will also undergo weed control by removal or killed as set forth in the schedule. Dispose of weeds off site. The contractor shall comply with all federal, local and state laws and regulations for any weed control activities.
 5. Noxious Weeds: As identified by King County Noxious Weed Program, Class A, B and C noxious weeds will be eradicated and removed. See Noxious Weed Regulatory Guidelines. www.kingcounty.gov/weeds. The contractor shall comply with all federal, local and state laws and regulations for any noxious weed control activities.

6. Shrub Maintenance: Shrub areas will be maintained by trimming or pruning as required to maintain the health of the plant, to remove old dead growth, to obtain the desired shape and to provide a neat appearance. Shrubs will be fertilized on an annual basis. Also, plant nutrition deficiencies shall be corrected as needed.
 7. Plantings: Plantings will be maintained to remove damaged or old, dead growth. Dead plantings are to be cleared from landscaped areas. See Section on Plant Replacement.
 8. Leaf Removal: Will occur during the fall of each year as per the schedule and will continue until the leaf drop ceases.
 9. Climbing Vines: Training, staking, and selective trimming of climbing vines to ensure maximum coverage on green screens and green walls.
- C. **Management of the Irrigation System**: Maintenance to include periodic inspection and adjustment of the flushing valves, leak repairs, cleaning of disc filters and servicing controllers. Other repairs to the irrigation system are outside the scope of this contract and may be bid on a time and materials basis. Damage to the system caused by contractor will be repaired without charge to the property.
1. Winterizing irrigation system: To be done annually prior to freezing weather (typically, late October to early November). The system will be drained and shut down for the winter and email confirmation of date performed must be sent to the site's property manager within 5 days of shut down.
 2. Spring start up: Start up the system for irrigation purposes during the dry season weather (typically, April to early May). System repairs will be identified and will be billed outside of the contract on a time and materials basis. System start up and repairs must be completed prior to June 1st and email confirmation of date performed must be sent to the site's property manager within 5 days of startup.
- D. **Tree Maintenance**: Trees to be pruned are no higher than 12 feet. Pruning shall be done based on requirements specific to the plant. Trees larger than 12 feet high require the service of a trained and insured arborist and work done shall be with the approval of management. Newly planted trees shall not be pruned until established for 5 years. All trees will be fertilized per attached schedule. All trees will be staked until the trunk has reached sufficient caliber to support the head of the tree or that the tree root system has sufficiently established itself. The contractor shall comply with all federal, local and state laws and regulations for any tree maintenance activities.

E. Trash Removal and General Clean-Up

1. At each visit to the site by the contractor, all loose trash shall be picked up from the grounds, to include all miscellaneous trash such as paper debris, plastic debris, drink cups, bottles, cans, cigarette butts, etc.
2. Hardscape areas and sidewalks shall be swept clean at each visit and at the completion of other work around these areas.
3. All bulky materials from pruning and trimming of plants shall be removed from the premises by the Contractor and disposed of properly.

F. Playground Area: The scope of the contract includes only those landscaped areas in and around the playground and blowing clean the artificial surface area in the playground area. The playground equipment and the maintenance of any artificial surface area in the playground area are outside the scope of this contract.

G. Plant Replacement: Contractor shall replace, at no cost, all shrubs, turf, trees, or plants that are damaged or killed due to Contractor's operations, negligence, or failure to act or use chemicals. If plant damage or death is caused by conditions beyond Contractor's control, replacement cost shall be at the property's expense, on a time and materials basis and upon approval of such work.

H. Insect and Disease Control: All plants and turf will be inspected throughout the year for disease and insect infestation. When disease or detrimental insects are detected, the contractor shall notify the Management. The Contractor may recommend a treatment and bid an estimate. Upon Management's written approval, contractor may perform treatment. The contractor shall comply with all federal, local and state laws and regulations for any insect and disease control activities.

I. Weather Clause Conditions: Contractor retains the discretionary right to decide if weather conditions are so severe (i.e., major rain, wind, storm, snow, ice, etc.) that it is unfeasible to perform the work on a scheduled maintenance day.

J. Additional Services to be Provided as Needed: The following services are available for bid or time and materials upon the approval of Management:

1. Replenishment or replacement of soil to planting areas, bark or other mulch where depth has been reduced to less than two inches.
2. Landscape repair and renovation projects per specification.

K. Parking Lot Maintenance: Unless otherwise specified in Statement of Work, sweeping, vacuuming, or blowing of parking lots, underground garage and drives is not included in the contract.

- L. **Required Equipment:** The Contractor shall furnish appropriate equipment and tools to perform tasks described in the scope of work.

1.05 WORK BY OWNER OR UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors and Owner's maintenance personnel so work on those contracts may be carried out smoothly and as scheduled, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed by the Owner or by others under separate contracts.

1.06 CONTRACTOR USE OF PREMISES

- A. Use of Site: Limit use of premises to areas approved by Owner. Do not disturb portions of project site beyond areas within which the Work is indicated to occur.
1. Owner Occupancy: Allow for Owner occupancy of Project site and use by residents and other users.
 2. Staging Areas: Site area is limited. Obtain approval from Owner, in writing and in advance, for use of areas for staging and other construction operations. On-site parking is for residents and site SHA staff only. Contractor shall park off-site. Parking spaces may be made available with prior Owner approval when required for staging of equipment, material delivery and debris disposal.
 3. Driveways and Entrances: Keep driveways, entrances, and loading areas serving the premises clear and available to the Owner, the Owner's employees, residents, other users, and emergency vehicles at all times. Do not use these areas, at any time, for parking, storage of materials, or placement of containers used for collection of demolition debris.
 4. Deliveries: Schedule deliveries and debris pick-ups to minimize use of driveways and entrances and to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Buildings, Walkways, and Driveways: Repair all damage to building exteriors and adjacent areas caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Protect all walkways, driveways, and entries from dust and debris during the construction process. Contractor shall clean daily all dust and debris. Contractor shall cover and protect areas adjacent to work areas from dust and debris.

- C. Daily Clean-Up: Contractor shall be responsible for complete daily clean-up and legal disposal, off site, of all debris generated during and from the work. Owner will not provide personnel for providing routine housekeeping services. Contractor shall be responsible for providing portable outdoor toilets (self contained outhouse) in the number required to accommodate its workforce throughout the construction period.
- D. The Owner will provide electricity and water for Landscape Maintenance, except as noted below.
- E. Normal working hours shall be 7:00 a.m. to 7:00 p.m., Monday through Friday, except holidays including the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following Thanksgiving, and Christmas Day. Work shall not be performed outside normal working hours without prior approval from Owner. Approval does not constitute authorization for payment of overtime pay rates by the Owner.

1.07 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Building will be fully occupied.
 - 1. Special Precautions: During the Contractor's Landscape Maintenance work, the building will continue to be occupied. Protect the health and safety of the occupants at all times. Contractor shall take all necessary precautions to ensure minimal disturbance to residents. Interruption of building access will not be permitted without Owner's prior approval. Limit operation and methods to those that will not unduly affect the environment of the resident-occupied spaces, including noise, dust, odors, hazards and other undesirable effects and conditions.
- B. The Owner will prepare a letter of Substantial Completion for the work.
- C. Emergency Contact: Prior to the start of construction furnish the Owner, in writing, the names and telephone numbers of individuals to be contacted in the event of an out-of-hours emergency at the building site. Post a similar list readily visible from the outside of the field office or at a location acceptable to the Owner of the building.

1.08 EXISTING UTILITIES

Utilities of record are shown on the Drawings insofar as possible to do so. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations or failure to show utility locations on the Drawings.

1.09 CONTRACTOR IDENTIFICATION

Contractor and subcontractor personnel shall wear identification badges or company logo clothing and wear them in a visible location at all time while on SHA premises. Contractor and subcontractor personnel found not wearing a badge may be subject to being dismissed from the project premises and only being allowed to return when wearing the proper badge.

PART 2 - PROJECT REQUIREMENTS & NOTES

2.01 COORDINATION

- A. Contractor (Prime contractor): To be determined
- B. Other Trades: Coordinate with Owner Representative.
- C. Owner's Representatives: Project Manager(s) and Site Representatives to be finalized at Preconstruction Meeting.

2.02 INSPECTIONS

- A. Work-in-Progress Inspections: (during work)
 - 1. Project is subject to periodic and possibly full-time inspections by Owner's representative(s).
 - 2. Supplemental as required during course of project.
- B. Close-out:
 - 1. Substantial Completion Inspection
 - 2. Final Inspection

2.03 SCHEDULE

- A. A written schedule is required to be submitted and approved before project start-up.
 - 1. Refer to submittal requirements within this document.
- B. Completion of work is required based on approved schedule.
 - 1. Refer to Article 2.08 "WEATHER RELATED REQUIREMENTS" for further information.
 - a. Schedule must include not only start and finish dates, but work patterns, staging areas, etc.

- C. Completion of the work, in its entirety, by the date indicated within the Owner's instructions and applicable contract documents is considered mandatory on this project.
 - 1. Coordination with SHA on schedule, delays, etc. is required during the entire course of this project.
 - 2. Once contractor starts the work of this project, they shall remain on the project with a full crew until all the specified/contracted work of the project is completed in its entirety.

2.04 OPERATIONS - *and* – SCHEDULING

- A. The facilities are in an occupied residential community and contractor shall be required to meet all Owner's requirements for set up and storage of materials, equipment, etc.
 - 1. Blockage of neighboring building access areas is not acceptable without prior written approval.
 - a. Contractor is responsible for any damage associated with this project.
- B. Contractor is required to take care to make as little interruption as possible of the day-to-day activities of the neighboring units and residents.
 - 1. Core work hours: 8am to 5pm Monday through Friday.
 - 2. Schedule must comply with local zoning laws and requirements for noise, etc.
 - 3. Prior schedule approval, including non-acceptable work days (periods) is required by Owner and Owner's representative prior to project start.
 - a. See holiday schedule on SHA's website.

2.05 BUILDING ACCESS; STAGING & LOADING:

- A. NOTE: All equipment, materials, and demolition materials etc. shall be removed daily.
- B. Under no circumstances shall any building doors or other restricted areas be blocked.
- C. Location of access shall be discussed at the mandatory pre-bid meeting and confirmed during pre-construction conference.
 - 1. Notification of selected applicable locations shall be provided to Owner's representative prior to start

2.06 ENVIRONMENTAL

- A. The contractor is responsible for maintaining the quality of the environment within and around the landscaped areas, at all times, during this project.
 - 1. Notify Owner of any situation that may be considered unhealthy to surrounding buildings.
 - 2. It is the Contractor's responsibility for environmental control during the project.
- B. Noise:
 - 1. Contractor shall take all precautions to limit the noise associated with the project during the entire course of the project.
 - a. Workers may mobilize at 7:00 am with no loud noise acceptable.
 - b. Actual work may not commence before the defined/approved start time, 8 am, without prior written approve due to noise considerations at this project.

2.07 WEATHER RELATED REQUIREMENTS

- A. Weather:
 - 1. This project is located in a region where weather is a very high consideration.
 - 2. Contractor is responsible for monitoring weather conditions and adjusting their project activities, coordination, and protection accordingly.
 - 3. All precautions and protections of building, building components, material storage, and work areas are required during the project due to any inclement weather conditions.

2.08 CREW SIZE REQUIREMENTS

- A. Contractor shall provide a crew large enough to complete the project in a timely manner and stay within submitted and approved schedule.
- B. Crew shall comply with all Owners' requirements at all times.
- C. The intent of the project is to allow the contractor the ability to schedule the work and crew size associated with this project as best fits their work schedule; however, once the Contractor starts the work of this project, they are required to stay on the project, without pulling off to work on another project, if it would jeopardize the established maintenance schedule.

2.09 MISCELLANEOUS

A. POWER & WATER:

1. Contractor may use on-site power and water and shall make every effort to conserve resources provided by Owner.
 - a. Contractor is responsible for all problems, damage, etc. that may result from the use of the Owner's power and water.

2.10 SAFETY

- A. At all times, the Contractor shall comply with all applicable Codes and Standards with regard to safety and health issues and assume all responsibility for compliance.
 1. Applicable to, but not limited to, all Federal, State, and Local laws, standards and regulations.
 2. Contractor shall meet all Owner's safety requirements as defined within their company policy or directed by Owner's representative.
- B. Contractor shall comply with all industry standards, as well as any additional Owner and/or Owner's representative requests, at all times during the course of the project.
 1. At all times, Contractor shall maintain a safe work site including not only persons working on project but also neighboring buildings and residents, SHA staff and/or persons that may be in the area.

2.11 SECURITY

- A. Contractor shall be responsible for the security of all applicable equipment and materials during the course of the project.
 1. The Owner shall not be responsible for any problems, damage or loss associated with this instruction without additional cost to Owner.
- B. Contractor shall maintain a secured site during the course of the project.
- C. Contractor shall comply with Owner's security requirements at all times.
- D. To be discussed at pre-bid and pre-construction meetings.

2.12 LIQUIDATED EXPENSES (*Liquidated Damages*)

- A. Refer to Owner's Instructions to Bidders.

2.13 BONDS

- A. Bid Security Bond: Refer to Attachment A and Owner's Instructions to Bidders.

- B. Performance / Payment Bonds: Refer to Attachment A and Owner's Instructions to Bidders.

PART 3 - SUBMITTALS

3.01 SUBMITTALS

A. DOCUMENTS:

1. Refer to Owner's Project Requirements and General Conditions.
2. Submittals shall be submitted complete applicable to the required submittal time. If the submittal is not complete and/or is submitted in pieces at different times, it will be subject to rejection of the entire submittal package by Owner and/or Owner's representative.

B. PRIOR TO BID: (To Owner)

1. Substitution Request and Certificate of Equal Performance. *Due by Deadline for Questions.*
2. Refer to Owner's Instructions and Form applicable to approved substitution process.
 - a. Substitution Request Form available upon request.

C. AT TIME OF BID: (To Owner within Bid Package)

1. BID FORMS:

- a. Completed and fully executed BID FORMS for work as specified within this Solicitation.

2. SUB-CONTRACTORS:

- a. Complete list of sub-contractors and job function as required for this project.

3. EXPERIENCE PROFILE INFORMATION:

- a. Refer to Owner's Instructions.

4. FIRST-TIER SUB-CONTRACTOR DISCLOSURE INFORMATION:

- a. Comply with Owner's bid instructions as to the required timeframe for submittal of document.

D. PRIOR TO CONTRACT AWARD:

5. INSURANCE:

- a. Contractor will provide a dated Certificate of Insurance showing the amounts, the name, telephone number, expiration date, and agent issuing the Certificate as well as the name and address of the company writing the surety IN ACCORDANCE WITH Owner's Requirements.

- b. Sub-contractors: Each sub-contractor working for Contractor will provide the same information for their company before doing any work under this contract or Contractor's contract for this project.
 - c. Owner's Risk Manager will review insurance for compliance.
6. LICENSES:
- a. Contractor is to provide a copy of their current Contractor's License as issued by the State and City (*as may be applicable*), where the work is located, and will provide the same for any sub-contractors before work begins.
7. MANUFACTURER'S LITERATURE:
- a. Submit most recent copies of Manufacturer's Printed Literature and Specifications applicable to all products, materials, and specifications proposed for use within the scope of this project.
 - b. Literature from all applicable products is to be utilized within the scope of this project.
8. APPLICATION TOLERANCES:
- a. Submit Manufacturer's application tolerances for all products and applications applicable to this project.
9. CONTRACT DOCUMENTS:
- a. Fully executed Owner's Contract documents.
- E. UPON COMPLETION: (*To Owner*)
1. GUARANTEE(S) / WARRANTIES:
- a. CONTRACTOR'S GUARANTEE: Submit fully executed copy of the Contractor's Guarantee of workmanship.
2. REFUSE RECEIPTS: Copies of all refuse and dumping receipts as proof of legal disposal of all materials associated with this project.
3. NOTE: The above items are required and must be approved prior to and in order to process any final billing requests.

PART 4 - CONTRACT DOCUMENTS - and - ADMINISTRATIVE REQUIREMENTS

4.01 AIA DOCUMENT NOTIFICATION / CLARIFICATION

A. Disclaimer:

- 1. All references to "Architect" in AIA forms, or any other documents within this specification, are generic and do not imply that Owner is acting as or claiming to be an architect within the scope of this project's "General Description".

4.02 STANDARD CONTRACT

- A. Contractor shall review, sign, and return the contract documents provided by the Owner.
- B. Comply with all other requirements noted within the specifications and Owner's General Requirements.

4.03 CHANGE ORDERS

- A. All change will be on the Owner's "Change Order" form.
- B. Complete "Request for Change Order" including details of change and time extensions, if required.
- C. The Request for Change Order shall be completed as follows:
 - 1. Accurate written description of requested change as an addition or deduction.
 - 2. Contractor will provide backup documentation to substantiate requested change(s).
- D. Submit Request for Change Order to Owner for review.
- E. Owner will issue actual Change Order Form for execution by both parties.
 - 1. NOTE: Change Order is not formally approved until all signatures are obtained.
- F. Cost breakdown shall meet requirements developed and described in the General Conditions.

4.04 APPLICATION FOR PAYMENT

- A. Execute a copy of AIA Document G702 "APPLICATION AND CERTIFICATE FOR PAYMENT" along with AIA Document G702A "Continuation Sheet".
 - 1. Document must be fully executed and signed with all change order documentation, etc.
 - 2. Include Company Invoice for each billing with fully executed application for payment.
 - a. Billing will not be processed without the required Company Invoice for each billing.
 - 3. If any reimbursable items are included on the invoice, Contractor will provide backup documentation to substantiate charges.
 - a. Billing will not be processed without the required backup for applicable invoices.

- B. Submit draft via e-mail on a monthly basis to Owner for review; and when approved and notified by Owner's Representative then submit original to Owner for processing.
 - 1. All Intents and Affidavits must be properly filed with the Department of Labor and Industries in order for each invoice to be approved for payment.
 - a. Owner's Labor Compliance team will review each invoice for compliance with these requirements.
- C. Final payment will be made upon receipt by Owner of fully executed AIA Document G706, "CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS" and AIA Document G706A, "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS".
 - 1. Under no circumstances will final payment be released until receipt and acceptance of all project documents by Owner.
 - 2. Final payment shall not be approved until all punch list items are completed and project has been completely accepted by Owner.
- D. OCCUPATIONAL SAFETY AND HEALTH ACT & WISHA – REQUIREMENTS

It shall be the sole responsibility of the Contractor to assess the job conditions and to comply with all applicable safety precautions to insure that the Owner's personnel, agents, invitees, business associates, and workers, engaged in project or not, are protected from injury during the time of the contract, and all activities associated with this project.
- E. The Contractor and applicable sub-contractors shall indemnify and hold the Owner and the Owner's agent(s) harmless from any and all expenses incurred as a result of legal action(s) resulting from injury to any party during the time of the contract.
 - 1. This instruction applies to anyone whether they are a part of the project or not.
- F. The Contractor shall comply fully with the provisions of the "Occupational Safety and Health Act" of 1970 (or most recent as applies) and WISHA as applicable to the work of this project, and strictest document shall apply.

Contractor shall indemnify and hold the Owner and Owner's agent(s) and Consultant harmless of and from any and all penalties, fines, or expenses which may occur by reason of violation by the Contractor and/or their sub-contractor(s) of any of the terms and provisions of said act or standards.

END OF SECTION SUMMARY OF WORK

ATTACHMENT B.2

**SCHEDULE OF WORK
(TYPE/FREQUENCY BY MONTH)**

Schedule of Work for Rainier Vista North East Landscape Maintenance #6126

[illegible]

ATTACHMENT B.3

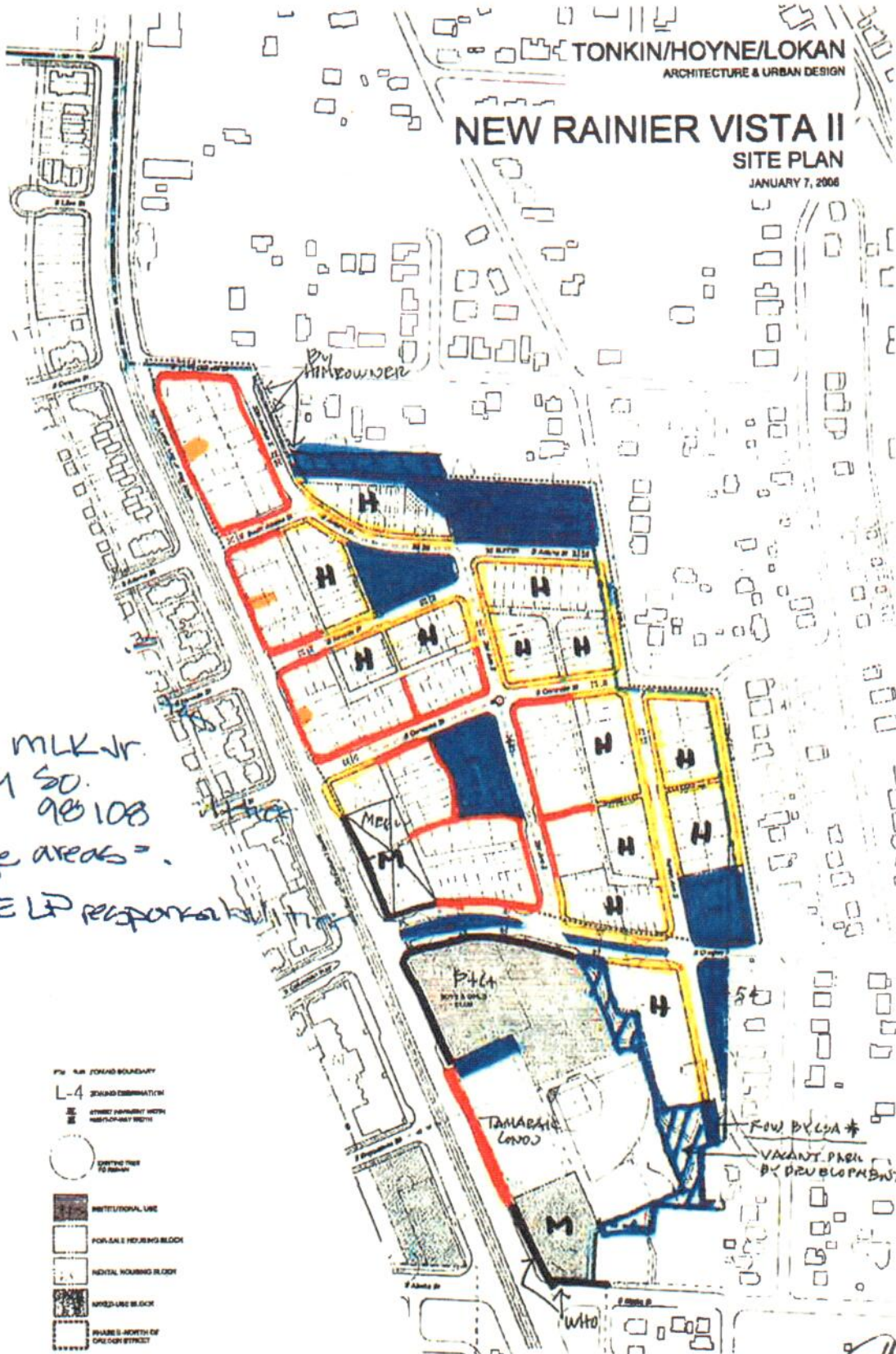
MAP OF SITE: DRAWING OF SITE PLAN 1/7/06

TONKIN/HOYNE/LOKAN
ARCHITECTURE & URBAN DESIGN

NEW RAINIER VISTA II

SITE PLAN

JANUARY 7, 2006



4570 MLK Jr
Way SO.
98108

Orange areas =

RVNE LP responsibility

FW - FUTURE BOUNDARY

L-4 ZONING DESIGNATION

STREET PAVEMENT WIDTH

STREET PAVEMENT WIDTH

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ATTACHMENT C.1

PREVAILING WAGE RATES

**HUD-52158
Maintenance Wage Rate Determination****U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name: Seattle Housing Authority 101 Elliott Ave W Seattle, WA 98119	DBLS Agency ID No: WA002A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: January 1, 2025	Expiration Date: December 31, 2026

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

MELANIE HERTEL Digitally signed by MELANIE HERTEL
Date: 2024.12.23 08:04:47 -08'00'

12/23/2024

DBLS Staff Signature

Date

Melanie Hertel, LSS

Name and Title

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Brick Mason	\$51.15	\$22.92
Carpenter	\$37.82	\$22.16
Electrician	\$47.74	\$24.35
Elevator Mechanic	\$66.90	\$26.34
Engineer	\$64.04	\$25.10
Fence Installer	\$22.92	\$16.78
Floor Coverer	\$25.48	\$20.84
Glazier	\$36.41	\$22.16
Janitor	\$21.17	\$16.36
Laborer	\$29.73	\$19.85
Landscaper	\$24.15	\$17.62
Low Voltage Technician	\$34.02	\$19.19
Maintenance Mechanic	\$35.96	\$20.78
Maintenance Technician	\$29.14	\$18.88
Painter	\$26.31	\$20.84
Pest Control Technician	\$24.42	\$20.84
Plumber	\$41.89	\$24.32
Power Equipment Operator	\$42.17	\$20.96
Refrigeration Mechanic	\$38.00	\$20.06
Tree Arborist	\$31.26	\$18.59
Solid Waste Laborer	\$38.36	\$20.00
Solid Waste Vehicle Mechanic	\$36.47	\$22.09
Solid Waste Worker, CDL	\$31.94	\$22.43
Vehicle Mechanic	\$30.34	\$21.60
Window Cleaner	\$22.13	\$16.60

ATTACHMENT C. 2

FAIR LABOR STANDARD PROVISIONS

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used 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.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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.

ATTACHMENT D

SAMPLE CONTRACT

CONSTRUCTION AND MAINTENANCE SERVICES

for

Rainier Vista NE Landscaping Maintenance (Contract #6126)

This Contract is made and entered into as of the last signature date below between the Seattle Housing Authority, a public body corporate and politic, hereinafter referred to as "Owner," and _____, hereinafter referred to as the "Contractor." The Contractor and the Owner agree as follows:

SECTION 1: This Contract incorporates by reference and is subject to the following as though fully included herein, whether attached or not attached:

- The Contractor's response to the Request for Bids
- Attachment A, version 1 (attached)
- Technical scope of work included as part of the Request for Bids
- Owner's General Conditions of the Contract for Construction
- Prevailing wage rates as established in HUD Wage Decision Number 52158, WA002A HUD-Determined Routine Maintenance Decision effective 1/1/25(attached)
- Federal Labor Standards Provisions (attached)

SECTION 2: The Contractor shall perform or cause to be performed all work and shall furnish or cause to be furnished all labor, materials, tools, and equipment necessary to complete the above-referenced project in strict accordance with the Contract Documents and documents described in Section 1 above for the following Contract Sum:

Base Bid	\$
Sales Tax	\$
Contract Sum	\$

Asbestos Disclosure:

- ☐ Owner has performed, or caused to be performed, a good faith inspection to determine whether materials to be worked on or removed contain asbestos; OR
- ☐ Owner assumes that the work site contains asbestos and Contractor must handle the material in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, WAC 296-62-07701 through 296-62-07753; OR
- ☒ Owner is reasonably certain that asbestos will not be disturbed by this project.

SECTION 3: The Contractor shall begin the work of the Contract immediately after receipt of a written Notice to Proceed ("NTP") issued by the Owner, and to perform the work regularly and without interruption thereafter (unless the Owner shall otherwise, in writing, specifically direct) as necessary to complete said work in a manner acceptable to the Owner within 365 consecutive calendar days from the date of the NTP.

The parties have executed this Contract by having their authorized representatives sign below.

Seattle Housing Authority

101 Elliott Ave W, Suite 100

Seattle, WA 98119

By: _____

Date

By: _____

Procurement & Contracts Manager Date

ATTACHMENT E.1

SHA VENDOR FACT SHEET



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: Louise Lauff
101 Elliott Avenue W, Suite 100, PO Box 79015, Seattle, WA 98119

General Business Information:

Name of Business, Organization, or Name of Person (if payment is to an individual):

For SHA Use Only:

JDE Vendor
No.

Purchasing
contracts
☐

Mailing Address for Payments:

City:

State:

Zip Code:

E-Mail Address:

Telephone No.:

Fax No.:

DUNS No.:

UEI:

Washington UBI No.:

City of Seattle Business License No.:

Washington Contractor's License No.:

Employee Tax ID No. (TIN) or Social Security No. (if Individual):

President/General Manager:

Principal products and/or services offered:

Type of Organization (check one):

Individual
☐

Sole
Proprietor
☐

Partnership
☐

Corporation
☐

Governmental Agency
☐

Other ☐

Substitute IRS Form W-9 Certification:

Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, and that 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, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). **Note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGN
HERE →**

Signature of U.S. Person

Date

Ownership Status (check all that apply):

- ☐ **MBE** (Minority-Owned Business Enterprise)
☐ **WBE** (Women-Owned Business Enterprise)
☐ **MWBE** (Minority / Women-Owned Business Enterprise)
☐ **CBE** (Combination Business Enterprise)
☐ **Small Business** ☐ **HUD Section 3 Business**
☐ Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)
☐ Self-Identified (SHA may request a signed statement re: self-certification)

Racial/Ethnic Status (check one):

- ☐ Caucasian (1)
☐ African American (2)
☐ Native American (3)
☐ Hispanic American (4)
☐ Asian/Pacific American (5)
☐ Hasidic Jews (6)

Method of Contract Payments: As outlined on the reverse side of this form, for contracts over one million dollars, SHA's method of contract payments is through an electronic virtual credit card issued by SHA's e-payables vendor, Bank of America. Unless SHA grants a waiver, Vendors will receive an enrollment form from SHA following issuance of a contract.

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

By signing immediately above, the Vendor hereby represents the following:

- The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders (available at SHA website <https://www.seattlehousing.org/>, DO BUSINESS WITH US page, under FORMS AND POLICIES), if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

Vendor Fact Sheet Instructions

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

Substitute IRS Form W-9 Certification: In completing the Vendor Fact Sheet, you must sign the "Substitute IRS Form W-9 Certification" or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word "and" in line two, through the end of line five, before signing the form. Detailed instructions about IRS Form W-9 are included on the form, which may be obtained by calling our office at (206) 615-3379 or visiting the IRS web site at www.irs.gov.

Certification of Eligibility: In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

Use the websites of the [General Services Administration](#) and the [U.S. Department of Housing and Urban Development](#) to verify eligibility of the firm and its principals. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America epayables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or twong@seattlehousing.org.

Small Businesses: The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members. For self-identification as WMBE, refer to [Minority/Women Owned Business Enterprise Self-Identification Form for Work Performed on Seattle Housing Authority Projects](#)
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that meets at least one of the following criteria, documented within the last six-month period: (1) at least 51% owned and controlled by low- or very low-income persons; (2) over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (3) a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. More detailed information available at the website of [the U.S. Department of Housing and Urban Development](#).

ATTACHMENT E.2

SECTION 3 DOCUMENTS

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Company

☐ Other (*please specify*) _____

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).

Business Concern Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature
Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐ YES ☐ NO

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE
FILE FOR FIVE YEARS.**

The Housing Authority of the City of Seattle

Section 3 Income Limits Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Seattle- Bellevue, WA HUD Metro FMR Area	\$147,400	Very Low (50%) Income Limits (\$) Click for More Detail	52,700	60,250	67,800	75,350	81,400	87,450	93,400	99,450
		Extremely Low Income Limits (\$)* Click for More Detail	31,650	36,200	40,700	45,200	48,850	52,450	56,050	59,700
		Low (80%) Income Limits (\$) Click for More Detail	77,700	88,800	99,900	110,950	119,850	128,750	137,600	146,500

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Seattle-Bellevue, WA HUD Metro FMR Area**.

The **Seattle-Bellevue, WA HUD Metro FMR Area** contains the following areas: King County, WA; and Snohomish County, WA.

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern; or
- Currently fits at least one of the following categories as documented within the past five years:
 - A resident of Seattle Housing Authority public housing or Section 8-assisted housing;
 - A resident of other public housing projects or Section 8-assisted housing managed by the public housing authority that is providing the assistance; or
 - A YouthBuild participant.

ATTACHMENT D
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
24 CFR Part 75

Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses

Background: As a condition to receiving financial assistance from HUD, the Seattle Housing Authority (SHA) is required to report to HUD the number of hours worked by Section 3 workers and Targeted Section 3 workers on SHA's contracts. To gather that information, SHA is requiring all firms contracting with SHA to track their Section 3 hours and to submit to SHA a quarterly report. SHA created a form (see the back of this page) for all contractors and consultants to use for this quarterly report.

HUD requires SHA and its contractors to use their best efforts to achieve the following Section 3 benchmarks:

For Section 3 Workers - 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

For Targeted Section 3 Workers - 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

Definitions:

Section 3 worker. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Targeted Section 3 worker: A Targeted Section 3 Worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing;
 - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA; or A YouthBuild participant

Section 3 Business Concern: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

**ATTACHMENT D – cont.
Section 3 Quarterly Reporting Form
For SHA Projects**

This form must be completed and submitted quarterly*.

SHA Contract No.		Contract Title	
------------------	--	----------------	--

This Report is for the following dates:

Start Date:		End Date:	
-------------	--	-----------	--

The following hours are for the dates and Contract identified above:

Total Hours Worked for all workers: <i>In calculating total hours worked for all workers, do <u>NOT</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5</i>	
Total Hours Worked for Section 3 workers: <i>In calculating total hours worked for Section 3 Workers, <u>DO</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5</i>	
Total Hours Worked for Targeted Section 3 workers: <i>In calculating total hours worked for Targeted Section 3 Workers, <u>DO</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5</i>	

By submitting this form, the undersigned certifies to SHA (i) it has the full right, title, authority and capacity to execute this document on behalf of the Consultant, (ii) all of the documentation and information submitted with this reporting form is true and correct in all material respects, and (iii) that it maintains, and will provide to SHA upon request, documentation in form and substance required by 24 CFR 75.31 sufficient to ensure that applicable workers meet the definition of a Section 3 worker or Targeted Section 3 worker. The undersigned acknowledges and agrees that a breach of any of certifications (i) – (iii) above will be considered a default under the Contract.

Submitted By:

_____ Name	_____ Title	_____ Date
---------------	----------------	---------------

*For the purpose of the reporting period, a "Quarterly Period" shall mean the last day of March, June, September and December .

ATTACHMENT E.3

**SUSPENSION AND DEBARMENT COMPLIANCE
CERTIFICATE FOR CONTRACTOR/SUBCONTRACTOR**

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE

By signing below, the Participant Certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Participant's Firm Name: _____

Address: _____

City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Participant's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Participant's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A participant or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: [SAM.gov | Search](https://sam.gov) and https://www.hud.gov/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONTRACTOR/SUB-CONSULTANT

The Prime Participant (the "Prime") may use this form if the Prime can verify that its Sub-Contractor and/or Sub-Consultant (the "Lower Tier Participant") named below, nor any of their principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE form to each Lower Tier Participant to be completed and returned.

Prime Participant's Name: _____
certifies that neither any of the Lower Tier Participant named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new Lower Tier Participant hired after submission of this certification.
- A renewal certification for every Lower Tier Participant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime may elect to submit a separate certification signed by each Lower Tier Participant to SHA as evidence of Lower Tier Participant's eligibility. It is the Prime's responsibility to initiate, obtain, and provide all such individual Lower Tier Participant certifications to SHA.)

Prime Participant's Signature	Printed Name	Title	Date

Lower Tier Participant Listing: (If Lower Tier Participant is not involved in the project, please enter NONE.)

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of Lower Tier Participant.

Please contact Louise Lauff at 206-615-3376 or by e-mail at louise.lauff@seattlehousing.org if you have any questions regarding compliance with this requirement.

ATTACHMENT E.4

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

State of Washington)ss
County of King)

_____ who is a _____
of the firm of _____

_____, being first
duly sworn, on their oath, says that the bid herewith submitted is a genuine and
not a sham or collusive bid, or made in the interest or on behalf of any person not
therein named; and further states that the said bidder has or was not directly or
indirectly induced or solicited by any bidder on the above work or supplies to put
in a sham bid, or any person or corporation to refrain from bidding; and that said
bidder has not in any manner sought by collusion to secure themselves an
advantage over any other bidder or bidders, or to secure any advantage against
the Seattle Housing Authority or any person interested in the proposed contract;
and that all statements in said proposal or bid are true.

BIDDER
(if individual)

PARTNER
(if partnership)

OFFICER
(if corporation)

Subscribed and sworn to before me

this _____ day of _____, 20_____.

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

My commission expires _____, 20_____.

ATTACHMENT E.5

**CERTIFICATION OF COMPLIANCE WITH
WAGE PAYMENT STATUTES
(SSB5301)**



Address 101 Elliott Avenue W,
Suite 100
Seattle, WA 98119
Telephone 206-615-3300
TTY 1-800-833-6388
Website www.seattlehousing.org

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The undersigned hereby certifies that the bidder is now, and in the three-year period immediately preceding the date of this bid solicitation January 14, 2026 has been, in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g) and has not been found to have willfully violated any provision of RCW Chapters 49.46, 49.48, or 49.52 in a final determination by the Department of Labor and Industries or any court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One: Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

ATTACHMENT E. 7

DETAILED BID PRICE FORM

ATTACHMENT E.7
SOLICITATION #6126
RAINIER VISTA NE LANDSCAPE MAINTENANCE
DETAILED BID PRICE FORM
ESTIMATED START DATE: January 2026

Item #	Bid Items - Right of Ways <i>NOTE: Estimated quantities per attached schedule.</i>	Unit Of Measure	Est Annual Qty*	YEAR 1 - Unit Price	YEAR 1 - Extended Amt	YEAR 2 - Unit Price	YEAR 2 - Extended Amount	YEAR 3 - Unit Price	YEAR 3 - Extended Amount
1	Mulch Mowing (March - Oct.)	Each	28	\$	\$	\$	\$	\$	\$
2	Weed Removal & Control (April - Oct.)	Each	20	\$	\$	\$	\$	\$	\$
3	Noxious Weed Removal (April, May, Sept., Oct.)	Each	4	\$	\$	\$	\$	\$	\$
4	Blow Off Hardscape (Feb. - Nov.)	Each	21	\$	\$	\$	\$	\$	\$
5	Pruning Shrubs & Vines (April - Oct.)	Each	7	\$	\$	\$	\$	\$	\$
6	Leaf Removal (Jan-March, Oct., Nov.)	Each	7	\$	\$	\$	\$	\$	\$
7	Loose Trash Removal (Jan.-Nov.)	Each	30	\$	\$	\$	\$	\$	\$

Item #	Bid Items - Landscape Areas <i>NOTE: Estimated quantities per attached schedule.</i>	Unit Of Measure	Est Annual Qty*	YEAR 1 - Unit Price	YEAR 1 - Extended Amt	YEAR 2 - Unit Price	YEAR 2 - Extended Amount	YEAR 3 - Unit Price	YEAR 3 - Extended Amount
8	Mulch Mowing (March-Oct.)	Each	28	\$	\$	\$	\$	\$	\$
9	Edging (February - October)	Each	9	\$	\$	\$	\$	\$	\$
10	Fertilize Turf (April, September)	Each	2	\$	\$	\$	\$	\$	\$
11	Fertilize Trees/Shrubs (Feb., April, Sept.)	Each	3	\$	\$	\$	\$	\$	\$
12	Weed Removal & Control (April-Oct.)	Each	20	\$	\$	\$	\$	\$	\$
13	Noxious Weed Removal (April, May, Sept., Oct.)	Each	4	\$	\$	\$	\$	\$	\$
14	Blow Off Hardscape (February-October)	Each	29	\$	\$	\$	\$	\$	\$
15	Pruning Shrubs & Vines (June-October)	Each	5	\$	\$	\$	\$	\$	\$
16	Leaf Removal (Jan.-March, Oct., Nov.)	Each	7	\$	\$	\$	\$	\$	\$
17	Loose Trash Removal (Jan. - Dec.)	Each	32	\$	\$	\$	\$	\$	\$

Item #	Bid Items - Irrigation System <i>NOTE: See Scope of Work for details.</i>	Unit Of Measure	Est Annual Qty*	YEAR 1 - Unit Price	YEAR 1 - Extended Amt	YEAR 2 - Unit Price	YEAR 2 - Extended Amount	YEAR 3 - Unit Price	YEAR 3 - Extended Amount
18	Flush out irrigation systems as needed. Check operations of each valve zone; test sensors. Remove and clean WYE filter screens.	Each	1	\$	\$	\$	\$	\$	\$
19	Spring start up.	Each	1	\$	\$	\$	\$	\$	\$
20	Backflow Testing.	Each	1	\$	\$	\$	\$	\$	\$
21	Winterize System.	Each	1	\$	\$	\$	\$	\$	\$
22	System Adjustment - As Needed*	Each	16	\$	\$	\$	\$	\$	\$
23	System Repairs - As Needed*	Each	16	\$	\$	\$	\$	\$	\$

ATTACHMENT E.7
SOLICITATION #6126
RAINIER VISTA NE LANDSCAPE MAINTENANCE
DETAILED BID PRICE FORM
ESTIMATED START DATE: January 2026

BASE BID TOTALS	
YEAR 1 - BASE BID PRICE (SUM OF EXTENDED AMOUNTS - ITEMS 1 THROUGH 23 in "YEAR 1 - Extended Amount" column) <u>WITHOUT</u> WA STATE SALES TAX:	\$
YEAR 2 - BASE BID PRICE (SUM OF EXTENDED AMOUNTS - ITEMS 1 THROUGH 23 in "YEAR 2 - Extended Amount" column) <u>WITHOUT</u> WA STATE SALES TAX:	\$
YEAR 3 - BASE BID PRICE (SUM OF EXTENDED AMOUNTS - ITEMS 1 THROUGH 23 in "YEAR 3 - Extended Amount" column) <u>WITHOUT</u> WA STATE SALES TAX:	\$
YEARS 1, 2, & 3: BASE BID PRICE <u>WITHOUT</u> WA STATE SALES TAX:	\$
YEARS 1, 2, & 3: <u>WA STATE SALES TAX ON MATERIALS ONLY</u> :	\$
TOTAL BID PRICE (YEARS 1, 2, & 3) <u>INCLUDING</u> WA STATE SALES TAX:	\$

BIDDER DETAILS
Contractor Company Name: _____
Name of Contractor Representative Signing: _____
Title of Contractor Representative Signing: _____
Contractor Signature: _____
Date: _____

*The quantities shown are an estimate only, being given only as the basis for the comparison of bids. SHA does not warrant, expressly or by implication that the actual amount of work will correspond therewith, the right to increase or decrease the amount of the work to eliminate one or more items prior to or following award is reserved by SHA.

Seattle Housing Authority is not responsible for any errors in formulas or bidder's calculations.

Detailed Bid Price Form in Excel format available upon request by emailing: purchasing@seattlehousing.org

ATTACHMENT E. 7

INSTRUCTIONS TO BIDDERS

SECTION 1 BID REQUIREMENTS AND CONDITIONS

Bidders shall examine and be familiar with all requirements and conditions under this RFB. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by a bidder.

1.01 Responsible Bidder

- A. The Seattle Housing Authority (hereinafter “SHA”) will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, SHA will consider such matters as the bidder’s:
1. Integrity;
 2. Compliance with public policy and bid requirements;
 3. Record of past performance; and
 4. Financial and technical resources (including construction and technical equipment).

Before a contract is awarded, the bidder may be asked to submit a statement or other documentation regarding the items above. A bidder’s failure to provide the requested information will render the bidder non-responsible and ineligible for award of the contract.

- B. A bidder must meet the criteria stated in the “Bidder Responsibility” section of the Attachment A, Version 1 of this solicitation.
- C. As required by RCW 39.06.020, bidders must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors.
- D. If SHA finds a bidder to be not responsible, SHA will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described in Section 3 Bid Evaluation.

1.02 EXAMINATION OF SOLICITATION DOCUMENTS

- A. The bidder shall verify that all documents, upon which the bidder is basing its bid, are full and complete with no missing pages, sheets, or unintentional blank spaces, and that the bidder has received all addenda issued.
- B. Each bidder shall thoroughly examine the Bid Documents and strictly comply with all instructions and provisions contained therein. “Bid Documents” means this Request for Bids (RFB); “Bid Documents” is used interchangeably with RFB. “Bid Form” means the RFB Form (including the Detailed Bid Form required by the RFB Form).
- C. The submission of a bid shall constitute an acknowledgement upon which SHA may rely that the bidder has thoroughly examined, and is familiar with, the Bid Documents

and has reviewed and inspected all applicable federal, state and local statutes, ordinances, regulations, environmental assessments or impact statements relating to the work, and all permits that have been applied for or issued pertaining to the work.

A bidder's failure, for any reason, to receive, examine, or understand any of the Bid Documents, statutes, ordinances, regulations, or permits shall not relieve the bidder from any obligations with respect to the bid or to the contract. Bidders bear full responsibility for any errors or misunderstandings in its estimating and preparing the bids.

1.03 INSPECTION OF WORK SITE

The construction site is available for bidders' inspection. Bidders who fail to inspect the work site do so at their own risk and peril.

1.04 EXPLANATIONS AND INTERPRETATIONS TO BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request the explanation by the time period specified in the RFB. Requests must be submitted in writing. The only oral clarifications that will be provided will be those related to bid solicitation procedures. No other oral explanation or interpretation will be provided or may be relied upon by bidders for any reason. Any information provided to a prospective bidder concerning this solicitation that is necessary for submitting bids, or that would prejudice other prospective bidders if not disclosed, will be furnished promptly to all other prospective bidders as a written amendment to the solicitation.
- B. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

1.05 ADDENDA

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B. Addenda will be posted under the same solicitation published on SHA official website, on the "Do business with us" page, under "Solicitations". Bidders shall acknowledge receipt of any addenda to this solicitation:
 - 1. by signing and returning the addenda, and
 - 2. by identifying the addendum number and date on the Bid Form.

SHA must receive acknowledgement by the time specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any addenda may result in rejection of the bid if the addenda contained information which substantively changed SHA's requirements.

1.06 SOCIAL EQUITY

- A. GENERAL: SHA's social equity policies and goals for employment and contracting identify key objectives that SHA will promote and encourage in this RFB. Bidders shall

carefully review all provisions in the Bid Documents and take such provisions into account when preparing and submitting their bids.

- B. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:** It is the policy of SHA that no one contracting with SHA shall deny any person, on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status, political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by SHA, and that everyone doing business with SHA shall afford equal, non-discriminatory opportunities to potential subcontractors, subconsultants, and suppliers on contracts and agreements awarded by SHA.

It is the policy of SHA that practices of employment discrimination against any person on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status, political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. SHA encourages bids from firms that demonstrate a commitment to equal employment opportunity and bids from firms that employ a workforce that reflects the region's diversity.

- C. EMPLOYMENT AND TRAINING; PARTICIPATION BY SMALL BUSINESSES, SECTION 3 BUSINESSES, AND WOMEN AND MINORITY BUSINESSES:** SHA is committed to maximizing employment and training opportunities. This commitment includes the Apprentice Utilization and other goals or requirements stated in Part 11 and Part 12 of the SHA General Conditions of the Contract for Construction.

SHA promotes and encourages small business participation, which also includes Section 3 and women- and minority- owned businesses (WMBEs). SHA encourages bids that involve such participation as prime contractors, joint venture partners, or subcontractors, including lower-tier subcontractors.

1.07 FEDERALLY FUNDED PROJECT SECTION 3 REPORTING REQUIREMENT

HUD requires tracking of Section 3 hours. The bidder awarded contract under this solicitation shall compile and submit such data on the Annual Reporting form, and/or Quarterly Reporting Form by no later than 30 days after end of the quarter.

1.08 PREVAILING WAGES

The Work is subject to prevailing wage requirements as specified on the RFB Form and Wage Rate Schedule attachment.

SECTION 2 BID PREPARATION AND SUBMISSION

2.01 BID FORM

- A. Bids shall be made on the RFB Form provided, which shall be completed in its entirety and prices entered for each bid item and a total in the extended price column.
- B. Bids that contain omissions, erasures or irregularities of any kind may be deemed nonresponsive and rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive. No printed, verbal, facsimile, telegraphic or telephonic bids or modifications will be considered.
- C. The bid shall be signed by a person authorized to legally bind the bidder. If the bid is signed by an agent of the bidder, the bid shall be accompanied by evidence of the agent's authority to bind the bidder.

If the bid is made by a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture, and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture. If the bid is made by a partnership or joint venture, a certified copy of the resolution or agreement empowering such representative to execute the bid and bind the firm, partnership or joint venture shall be furnished upon request to SHA.

- D. A bidder, upon request of, shall provide copies of Articles of Incorporation, partnership or joint venture agreements, and any other documents evidencing the legal status of the bidder and the authority of the officer signing the bid and executing the Contract.
- E. If the Bid Documents require bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders shall insert the words "No Bid" in the space provided for any items on which no prices are submitted.

2.02 SUBMISSION AND RECEIPT OF BIDS

- A. Bidders shall deliver bids no later than the date and time specified in the RFB Form to the email address noted therein.
- B. SHA will not be liable for delays in delivery of bids due to handling by any type of delivery service.
- C. SHA reserves the right to postpone the date and time for submittal of bids at any time prior to the deadline. SHA reserves the right to cancel, revise, or amend this RFB up to the time specified for receipt of bids in the Bid Documents.

2.03 TOTAL BID PRICE

The total bid price, as shown on the Bid Form shall include all costs for the performance and completion of the work and fulfillment of the Contract, including but not limited to, applicable taxes imposed by law, furnishing all labor, materials, equipment, tools,

transportation, plant and other facilities, and all management, superintendence, services, field design, and all operations necessary to perform and complete the work within the contract time.

2.04 TAXES

- A. RETAIL SALES TAX: unless otherwise specified on the Bid Form, the bidder's bid price (1) shall not include Washington State retail sales tax or the compensatory use tax for labor or services in the performance of the Contract; and (2) should include the retail sales tax or the compensatory use tax on material only. See the RFB Form and Detailed Bid Form.
- B. FEDERAL EXCISE TAX: the price quoted by the bidder shall include all applicable Federal Excise Taxes. The amount of the excise tax will be deducted from the contract price by SHA when tax refunds are permitted and authorized under applicable law. The bidder shall show the amount of Excise Tax in its bid.

2.05 BID GUARANTY

If bid guarantee is required by the "Bid Bond" section of the Attachment A, Version 1 of this solicitation, the bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of SHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. If bid guarantee is required, failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable.

2.06 [RESERVED]

2.07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS

- A. Any bid received after the exact time specified for receipt will not be considered. One electronic file in PDF format of the bid containing all required forms and information must be received no later than the submittal deadline stated on the first page of the RFB Form, or as modified by any subsequent addenda. The bidder is responsible for confirming SHA's receipt of its bid.
- B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A of this provision. The modification may not disclose the original or revised bid amount, but only the amount of the modification. SHA shall not be responsible for technical problems involved in the transmission and receipt of the modification or withdrawal.

- C. Notwithstanding paragraph A of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to SHA will be considered at any time it is received and may be accepted.
- D. Bids may be withdrawn by e-mail received at any time before the bid submission deadline.

SECTION 3 BID EVALUATION

3.01 CLAIM OF ERROR

- A. In the event a bidder wishes to claim a material error in its bid, the bidder must submit the claim of error in writing to the Contract Administrator named in SHA's Bid Form, within twenty-four (24) hours after the bid submission deadline or the claim will not be considered.
- B. The request must be a sworn affidavit under penalty of perjury that (i) states that the bid contains an error, (ii) describes the manner in which the error occurred, (iii) provides the amount of the intended price, (iv) has the original worksheets used in the preparation of the bid attached that demonstrates the error, (v) states that the bidder is requesting withdrawal of its bid and (vi) certifies that the worksheets are the originals used in the preparation of the bid. SHA reserves the right to require the submittal of other bid records or information, as SHA may deem necessary to evaluate the claim of error.
- C. Any review by SHA of a bid or claim of error (including supporting evidence) creates no duty or liability on to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the bidder.
- D. In the event the bidder demonstrates a material error in the Bid to SHA's satisfaction, SHA may allow that bidder to withdraw its bid, without prejudice.
- E. A low bidder who claims error on a public works projects and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

3.02 VALIDITY OF BIDS

- A. Unless otherwise specified in the Bid Form, all bids submitted in accordance with the Bid Documents shall be valid and binding on the bidder for a period of sixty (60) days following the bid submittal deadline.
- B. If the Contract has not been awarded within the specified time period, the bids will expire and will no longer be valid unless the bidder grants a written extension to SHA.
- C. SHA reserves the right to request extensions of the award period from the bidder. Upon such extension, bids and Bid Guaranties (if required by the solicitation and submitted by the bidder) shall remain valid and enforceable until execution of the Contract.

3.03 BID TABULATION

- A. SHA reserves the right to correct mathematical errors that are obvious on the face of the bid.
- B. Bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item unit price and the extended amount of any bid item shall be resolved by accepting the bid item unit price as correct.
- C. The low bid shall be determined by the summation of bid item prices or bid item price extensions, corrected where necessary, plus any Additives, Alternates, and/or Deductives that SHA decides to include in the Contract Award. Additives, Alternates, and/or Deductives may be selected in any order that SHA chooses.
- D. The summation of extensions, corrected where necessary and including sales tax, if applicable, will be used for evaluation and award purposes.

3.04 BID REVIEW

- A. SHA will evaluate bids in response to this solicitation and will award a contract to a responsible and responsive bidder.
- B. SHA's evaluation will include an evaluation of the bidder's compliance with the mandatory responsibility criteria. The documentation must demonstrate that the bidder is qualified to perform the work based on the firm's successful completion of past work and the firm's compliance with legal and contractual requirements. SHA reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.
- C. SHA reserves the right to arrange the Bid Form with Alternate, Additive, and/or Deductive items, if such be to the advantage of SHA. The bidder shall bid on all Alternates, Additives and Deductives in the Bid Form.
- D. In the case of tie low bids, award shall be made in accordance with SHA's written policy and procedures.
- E. Unless precluded elsewhere in the solicitation, SHA may accept any item or combination of items bid.
- F. Reciprocal Preference for Resident Contractors:

A nonresident Contractor is a Contractor who does not have a physical office located in Washington at the time of bidding and is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts per RCW 39.04.380. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation the state where the contractor's business entity was formed. For a public works bid received from a nonresident contractor from a state that provides an in-state

percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful bidder, SHA will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

See example below:

EXAMPLE:

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
<hr/>	
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	+5,000
<hr/>	
Nonresident Disadvantage Total	\$105,000

If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsive and responsible bidder.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsive and responsible bidder.

3.05 [RESERVED]

3.06 REJECTION OF BIDS

- A. SHA may reject any bid, or all bids for any reason, including, but not limited to the following:
1. Any omission, erasure, or irregularity of the Bid Form;
 2. Any qualification, addition, limitation, or provision attached to or contained in the bid;
 3. Any bid that omits a price on any item on the Bid Form;
 4. Any of the bid item prices are excessively unbalanced, either above or below the amount of a reasonable bid, to the potential detriment of SHA. (A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work);

5. Any bid accompanied by insufficient or irregular Bid Guarantee when solicitation requires bid guarantee; or
 6. Any bid determined to be non-responsive by SHA.
- B. SHA reserves the right to waive informalities and irregularities related to the bidding process.

3.07 DISQUALIFICATION OF BIDDERS

A bidder may be deemed not responsible and be disqualified from Award if:

1. The bidder does not meet the bidder responsibility criteria stated in the Attachment A, Version 1 of this solicitation;
2. [RESERVED];
3. The bidder does not meet the Supplemental Bidder Responsibility Criteria (when applicable), did not provide the completed and signed form or required documentation to evaluate the bidder qualifications, or fails to disclose or submits false or misleading information on the form or in the attached documentation;
4. More than one bid is submitted for the same project from a bidder under the same or different names;
5. Evidence of collusion exists with any other bidder or potential bidder;
6. An unsatisfactory performance record exists as shown by past or current work for SHA, or for others, as judged from the standpoint of conduct of the work, environmental or safety compliance records, workmanship, progress, or equal employment opportunity practices;
7. The bidder failed to settle bills for labor or Materials on past or current contracts;
8. The bidder has failed to complete a public Contract or has had a public Contract terminated for cause;
9. The bidder has been convicted of a crime arising from a previous public Contract;
10. The bidder is unable, financially or otherwise, to perform the work;
11. The bidder failed to meet the Social Equity Requirements;
12. If applicable, the bidder failed to attend a mandatory pre-bid conference or site visit;
or
13. For any other reason deemed proper by SHA.

3.08 PROPOSED SUBCONTRACTORS

SHA reserves the right to require a bidder to submit a statement of experience with references for any proposed subcontractor(s). SHA may reject any subcontractor that is determined not to be responsible and require the bidder substitute that firm for a qualified firm.

3.09 COLLUSION

- A. By submitting a bid, the bidder represents and warrants that such bid is genuine and not collusive or a sham or made in the interest or on behalf of any person or bidder, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- B. If at any time it is discovered that a bidder or Contractor colluded with any other party or parties in presenting a bid or bid(s), then the bid or Contract, if awarded, shall be null and void, and the bidder or Contractor and its sureties shall be liable to SHA for all loss or damage which SHA may suffer thereby. SHA may advertise for a new Contract for the labor, supplies, materials or equipment called for in this Contract, and the rejected bidder or terminated Contractor shall be fully responsible for all costs to SHA of rebid, including any increase in the Contract Sum, and all costs, expenses, or other damages arising out of the rejection of the bid or termination of the Contract. A rejected bidder or terminated Contractor is prohibited from submitting a bid.

3.10 PUBLIC DISCLOSURE

- A. Pursuant to RCW 42.56, et seq., Bids submitted under this RFB shall be considered public records and with limited exceptions will be available for inspection and copying by the public.
- B. Bidders shall specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The bidder shall provide the legal basis for the exemption to upon request.
- C. If a bid does not clearly identify the "CONFIDENTIAL" portions, SHA will not notify the bidder that its bid will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL", SHA will determine whether the material should be made available under the law.
- D. If SHA determines that the material is not exempt and may be disclosed, SHA will notify the bidder of the request and allow the bidder ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the bidder fails or neglects to take such action within said period, SHA may release the portions of the bid deemed subject to disclosure.
- E. To the extent that SHA withholds from disclosure all or any portion of bidder's documents at bidder's request, bidder shall agree to fully indemnify, defend and hold harmless from all damages, penalties, attorneys' fees and costs incurs related to withholding information from public disclosure.
- F. By submitting a bid, the bidder consents to the procedure outlined here in 3.10 and shall have no claim against by reason of actions taken under this procedure.

3.11 PROTEST AND APPEAL PROCEDURES

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation. All protests shall be resolved in accordance with the SHA’s Procurement Policy and Procurement Procedures, copies of which are available by visiting SHA official website, “Do Business With Us” page.

SECTION 4 AWARD AND CONTRACT EXECUTION

4.01 NOTICE OF AWARD AND EXECUTION OF THE CONTRACT

A written award will be furnished to the successful bidder. After receiving the contract form from SHA, the successful bidder shall, in a timely manner, submit evidence of insurance and bond (if required by this solicitation) along with a copy of the contract properly signed by an authorized representative of the successful bidder. Following SHA approval of the successful bidder’s insurance, bond paperwork (when applicable) and any post-award submittal documents SHA may request, SHA will counter-sign the contract.

4.02 [RESERVED]

4.03 FAILURE TO EXECUTE THE CONTRACT

- A. If bid guarantee is required by the solicitation and submitted by the successful bidder, the successful bidder’s bid guaranty will be forfeited if the successful bidder fails to:
1. Execute the Contract and return a copy of the signed Contract to SHA within the required time frame, or
 2. Furnish satisfactory bond(s) and insurance within the required time frame.
- B. SHA may then either award the contract to the next lowest responsible bidder or solicit new bids.

4.04 PAYMENT AND PERFORMANCE BONDS

- A. If Attachment A, Version 1 of this solicitation requires the successful bidder to furnish an assurance of completion, such assurance will be in the form of a performance and payment bond meeting the requirements specified under the “Performance & Payment Bond Requirements” section of Attachment A, Version 1 and meeting requirements specified in rest of this Section 4.04.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website

<https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the Contract.
- D. Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as SHA may grant based upon reasons determined adequate by SHA, shall render the bidder ineligible for award. SHA may then either award the contract to the next lowest responsible bidder or solicit new bids. SHA may retain the ineligible bidder's bid guarantee.

4.05 PRECONSTRUCTION CONFERENCE

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of SHA and its architect/engineer, and other interested parties convened by SHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., prevailing wage and social equity provisions of the Contract). SHA will provide the successful bidder with the date, time, and place of the conference.

4.06 LABOR COMPLIANCE MANAGEMENT TRAINING

SHA has implemented a Web-based Labor Compliance Software Reporting System to enable online submission of certified payrolls as well as social equity reporting. The bidder and all subcontractors of the bidder will be required to utilize this web-based software. The bidder is responsible for compliance of all subcontractors regardless of tier. There is no fee to the bidder to use the software. The administrative staff of the bidder and all subcontractors (regardless of tier) who may be entering into certified payroll and other related information shall be required to attend an on-line training session.

4.07 NOTICE TO PROCEED

After SHA executes the Contract, SHA will issue a written Notice to Proceed (NTP) stating the effective date on which the successful bidder shall commence the Work.

END OF INSTRUCTIONS TO BIDDERS