



INVITATION TO BID

Solicitation Nos. 4912 & 4964

PROJECT MANUAL

for

**WINDOW CLEANING
(FEDERALLY- AND
NON-FEDERALLY FUNDED)**

at

**Various Locations
Seattle, Washington**

**Seattle Housing Authority
190 Queen Anne Avenue North
Seattle, WA 98109-5002**

Bid Submittal Deadline:

1:00 PM Pacific Time

on

Wednesday, July 12, 2017

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VOLUME 2: FORMS TO BE SUBMITTED WITH BID SUBMITTAL

(Note: Volume 2 contains the packet of forms to be submitted. Forms preceded by an “” (asterisk sign) must be completed and returned. Form preceded by a “+” (plus sign) is to be completed and returned if Bidder claims to be a Section 3 Firm.)*

- Section 00110 *U.S. Department of HUD “ Certifications and Representations of Offerors Non-Construction Contract” (Form HUD-5369C)
- Section 00300 *Bid Form
- Section 00320 Forms
 - *Certificate as to Corporate Principal
 - *Seattle Housing Authority Vendor Fact Sheet
 - *HUD Section 3 Business Certification
 - +Affidavit of Family Size and Income
 - *Suspension and Debarment Compliance Certificate for Bidders
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 - * Previous Participation Certificate

- Section 00330 Community Participation Plan Forms:
- *Construction Section 3 Resident Employment Plan
 - *Exhibit 1 HUD Section 3 Program Business Utilization
 - *Exhibit 2 Contractor's Statement of MWBE Participation

End of Section 00010

1.01 SUMMARY OF THE WORK

- A. This section is intended to summarize the Contractor's responsibilities for the Project. The Division 1 Solicitation documents provide a complete description of the Work and shall govern.
- B. The Contractor will be required to provide through self-performance the following elements of work, including but not limited to: Exterior window cleaning for all of the sites listed on the Bid Form attachments. The Contractor shall provide complete the 2017 project work per this Scope of Work, including all materials, supplies, proper safety equipment, and labor for the properties listed on the Bid Form attachments. The Contractor must meet all industry, City of Seattle and State of Washington licensing requirements.
- C. This Invitation to Bid will include and require a total bid price for the project for 2017, a commitment to and assurances of Contractor experience and capacity to adequately contract and perform the work.
- D. This Invitation to Bid will result in two contracts – one for Federally-funded Window Cleaning and the second for Non-Federally funded Window Cleaning. The Seattle Housing Authority's intent is to award both contracts to the responsive, responsible bidder providing the lowest total bid.
- E. Responding to this Invitation to Bid, the Bidder acknowledges that for any contract signed as a result of this Invitation to Bid, the authority to proceed with the work is contingent upon availability of funding. The Contractor acknowledges that if SHA's funding is cut or lost for the contract(s) resulting from this Solicitation, then SHA reserves the right to terminate any contract with 30 days notice.
- F. SHA plans that Work shall commence by approximately July 24, 2017 and be Substantially Complete within approximately one hundred twenty (100) calendar days from the effective date of the Notice to Proceed – or substantially complete no later than October 31, 2017 whichever date is earlier.
- G. SHA reserves its right to renew the Contract(s) for the contract time period of 120-150 days via Change Order(s) in subsequent years in 2018, 2019, 2020, and 2021 for a total Contract Period of five (5) years. Potential renewals are subject to budget availability, cost-cutting measures, current (at the time of renewal) wage decisions, and the requirements of this Solicitation and resulting contracts. SHA plans for window cleaning work to begin earlier in the year than the 2017 time period, in Spring of each subsequent year if renewed via Change Order.
- H. SHA expressly reserves the right during the original term and any or all subsequent renewal terms of the contract(s), through any other sources available, to pursue and implement alternative means of soliciting and award similar or related services as described in this Solicitation.
- I. If SHA opts to renew the Contract(s) via Change Order in subsequent years, SHA will provide updated Wage Decision(s) each year prior to renewal as it requests a change order proposal for pricing for the renewal year's work.

1.02 PROJECT LOCATIONS

See Bid Form Attachments with listings for 2017 Federally-funded sites and Non-Federally funded sites.

1.03 ESTIMATE

This project is estimated to cost between \$80,000 and \$85,000 for 2017 work for both Federally- and Non-Federally funded window cleaning contracts.

1.04 BID SUBMITTAL

- A. Sealed bids must be received for this project by the Seattle Housing Authority (SHA) at its offices at 190 Queen Anne Avenue North (5th Floor, Reception), Seattle, Washington 98109, no later than **1:00 PM on Wednesday, July 12, 2017**. Bids received after 1:00 PM will not be accepted or read. Faxed bids will not be accepted.
- B. The outside of all bid envelopes must be clearly labeled with the following information: "Bid Documents," name of project, date and time of opening, the bidder's business name, address, and telephone number.

1.06 PRE-BID MEETING/SITE VISIT: Scheduled/Structured Site Visits are Not Applicable, see below.

There will be no Pre-Bid Meeting/Site Visit, as these contracts will include numerous sites. Potential bidders are responsible for familiarizing themselves with the sites/buildings listed on the Bid Form and detailed attachment(s) in order to provide accurate pricing

All prospective bidders are strongly encouraged to research or visit the sites and buildings. Failure to familiarize themselves with the sites/buildings 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.

1.07 SUPPLEMENTAL BIDDER CRITERIA

Supplemental bidder responsibility criteria apply to this project. Refer to Section 00210 of Bid Documents. Bidders may request modifications to the stated supplemental bidder responsibility criteria by submitting a written request to the SHA Purchasing Division, Attention: Louise Lauff, Senior Contract Administrator at louise.lauff@seattlehousing.org or by fax at (206)615-3410 no later than 1:00 p.m. Pacific Time on Tuesday, June 27, 2017. Requests received after 1:00 p.m. will not be accepted.

1.08 PLANS, SPECIFICATIONS, ADDENDA, AND PLANHOLDER'S LIST

Plans, specifications, and addenda will be posted to the Seattle Housing Authority's webpage for this project at: <https://www.seattlehousing.org/do-business-with-us/solicitations>.

1.09 PLAN CENTERS/PROJECT DOCUMENTS

All project documents are available on Seattle Housing Authority's webpage, as noted above. There are no drawings connected with this opportunity, so the solicitation does not include specific Plan Centers, as would be the case for a standard construction project. Potential bidders are welcome to access the project documents at Seattle Housing Authority's webpage, as noted above.

1.10 TECHNICAL QUESTIONS

Technical questions regarding this project must be received in writing (fax acceptable) no later than 1:00 p.m. on Tuesday, June 27, 2017 and addressed to:

Sean Hardgrove, Utilities and Contract Management Analyst
Seattle Housing Authority
190 Queen Anne Ave. North
P.O. Box 19028
Seattle, WA 98109-1028
E-mail: sean.hardgrove@seattlehousing.org
Fax: (206) 615-3484

1.11 PREVAILING WAGES

- A. The Contractor will be required to pay prevailing wages for the Federally-funded window cleaning (#4912) pursuant to the HUD-Determined Non-Routine Wage Decision included with these solicitation documents applicable for King County, Washington, which are in effect through 12/31/17. As reference, a copy of the current HUD-Determined Non-Routine Wage Decision WA002A is included in Section 00830. The Contractor will be required to comply with all prevailing wage regulations and requirements. Additionally, a Memorandum from the State of Washington is included with instructions for manually filing the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid forms with the State for Federally-funded projects that include Federal Pre-emption language.
- B. The Contractor will be required to pay prevailing wages for the Non-Federally funded window cleaning (#4964) pursuant to the State of Washington's Prevailing Wage Decision for Building Service Employees included with these solicitation documents in Section 00830. The rate for Window Cleaning Non-Scaffold is the correct category, as no scaffolding is allowed or included in this window cleaning project. The effective date is noted as the same as the date of the bid deadline/opening. If the bid deadline changes, then a corrected Wage Decision with an updated effective date would become the accurate attachment to the Contract.

1.12 CERTIFIED PAYROLL SUBMISSION AND SOCIAL EQUITY REPORTING

- A. Federally-Funded Exterior Window Cleaning
 1. The Owner is not required to collect or review certified payroll reports per the HUD-Determined Non-Routine Wage Decision guidelines. However, the Owner will request a list of employees/workers and their addresses for cross-checking potential interviews and/or issuing interview letter questionnaires. At any given time, the Owner or others may require the Contractor to make information and statistics available for reporting or investigative purposes should concerns or complaints arise regarding wage compliance.
 2. The State requires the Contractor to file State Prevailing Wage forms with the Department of Labor and Industries. The successful Contractor must file a Statement of Intent to Pay Prevailing Wages at the outset of the project and an Affidavit of Wages Paid when work concludes for the Federally-funded Contract, as noted in the Memorandum from the State included with the HUD-Determined Non-Routine Wage Decision in Section 00830 of this Solicitation. The Contractor must include language on their forms that the project is subject to Federal Pre-Emption, as noted on the sample form.
- B. Non-Federally funded Exterior Window Cleaning
 1. As noted in the Instructions to Bidders, the Summary of Work, and other sections of this Solicitation -- the State Prevailing Wage Decision for Building Service employees is included for wage compliance minimums. The Contractor is required to file a Statement of Intent to Pay Prevailing Wages form with the Washington State Department of Labor and Industries at the outset of the work. Then the Contractor is required to file an Affidavit of Wages Paid form with L&I when the work is concluded.

1.13 CONTRACT PAYMENTS:

The Contractor agrees to the SHA's terms of Net 30 days upon receipt of invoice or acceptance of work, whichever is later. No advance payments will be made. The Contractor must have the capacity to meet all project expenses in advance of payments by SHA.

Owner's preferred method of contract payment is through its Bank of America e-payables program. If the Contractor enrolls in the program, payments will be made to the Contractor electronically through a 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. Please note, as the program utilizes the Visa/Mastercard credit card processing system, transactions going through this program have the same fees associated with it as any other credit card payment. The Contractor is responsible for those fees. To learn more about the program, please click [here](http://www.bankofamerica.com/epayablesvendors) or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, the Owner will automatically send an enrollment form upon contract award.

SHA requires the Contractor to submit invoicing that mirrors the Bid Form pricing (including the building/site and the price per building/site. SHA will schedule payment only for those buildings/sites where the work has occurred and passed SHA inspection.

1.14 RIGHTS RESERVED

SHA reserves the right to add or delete buildings due to business needs, including but not limited to: maintenance; cost-cutting measures; budget constraints; selling or acquiring properties and/or construction/renovation activities.

SHA reserves the right to cancel this invitation to bid, to waive as informality any irregularities in bids, to reject any and all bids, and accept the lowest responsive bid from a qualified and responsible bidder

End of Section 00020

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

SECTION 1 BID REQUIREMENTS AND CONDITIONS

1.01 Responsible Bidder

- A. The Seattle Housing Authority (hereinafter "Owner") will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Owner 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).
- B. Before a contract is awarded, the bidder may be asked to submit a statement or other documentation regarding the items in paragraph A above. A bidder's failure to provide the requested information will render the bidder nonresponsible and ineligible for award of the contract.
- C. As provided in RCW 39.04 or 2 CFR 200, a bidder must meet the following responsibility criteria:
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
 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 more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)
 6. 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) <https://www.sam.gov/portal/public/SAM/> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.
- D. *As noted in the solicitation documents, no subcontractors will be employed for the exterior window cleaning. However, the standard passage regarding subcontractors*

is provided as an informational item only. As required by RCW 39.06.020, bidders must verify responsibility criteria for each first tier Subcontractor. A Subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include confirming that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria including possession of an electrical Contractor's license if required by RCW 19.28, and an elevator Contractor's license if required by RCW 70.87.

- E. If Owner finds a bidder to be not responsible, Owner will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described in subsection 3.11 below. If the final determination affirms the finding that the bidder is not responsible, Owner will not execute a contract with any other bidder until two (2) business days after the final determination is sent by Owner to the bidder determined to be not responsible.

1.02 EXAMINATION OF CONTRACT 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 prior to the bid opening date.
- B. Each bidder shall thoroughly examine the Bid Documents and strictly comply with all instructions and provisions contained therein.
- C. The submission of a bid shall constitute an acknowledgement upon which the Owner 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.
- D. 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 bid.

1.03 INSPECTION OF WORK SITE

The buildings/sites are available for bidders' inspection. Bidders who fail to inspect the work site do so at their 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 Bid Documents. 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 given a prospective bidder

concerning this solicitation that is necessary for submitting bids, or that would prejudice other prospective bidders is 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. Bidders shall acknowledge receipt of any addenda to this solicitation:
 - 1. by signing and returning the addenda,
 - 2. by identifying the addendum number and date on the Bid Form, or
 - 3. by letter, telegram, or facsimile, if those methods are authorized in the solicitation.The Owner must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any addenda will result in rejection of the bid if the addenda contained information which substantively changed the Owner's requirements.
- C. Addenda will be posted on the website(s) specified in the Bid Documents as well as on file in the offices of the Owner.

1.06 SOCIAL EQUITY

- A. **GENERAL:** The Owner's social equity policies and goals for employment and contracting identify key objectives that Owner will promote and encourage in this ITB. Provisions of these Bid Documents related to social equity policies and goals include, but are not limited to Sections 00200, 00700, 00800, and 00875, if applicable. Bidders shall carefully review all provisions in the Bid Documents and take such provisions into account when preparing and submitting their bids, including the Community Participation Plan requirements and Community Workforce Agreement (CWA) as applicable.
- B. **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:** It is the policy of the Owner that no one contracting with the Owner 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 the Owner, and that everyone doing business with the Owner shall afford equal, non-discriminatory opportunities to potential subcontractors, subconsultants, and suppliers on contracts and agreements awarded by the Owner.

It is the policy of the Owner 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. The Owner 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: The Owner is committed to maximizing employment and training opportunities. This commitment includes a commitment to ensuring both formal and on-the-job training and work experiences for women and minorities and Section 3 eligible persons.

1. **APPRENTICE UTILIZATION:** For contracts where the Owner's estimate is \$1,000,000.00 or more or for contracts covered by the Owner's CWA, the Apprentice Utilization Goal is 15% of total contract labor hours and applies as set forth in Section 00800 or 00875, if applicable. The bidder, by submitting a bid certifies that, if awarded the contract, it shall make good faith efforts to locate, qualify and help increase the skills of apprentices on the Project and comply with the apprenticeship provisions of the Contract.
2. **EMPLOYMENT OF WOMEN AND MINORITIES:** The Owner has established employment goals for the workforce of the Project of not less than 21 percent minorities and 20 percent women, with an employment subgoal of 4.5 percent for minority women.
3. **SECTION 3 EMPLOYMENT:** The Owner has established, as a goal that 100% of all new hires for the Project shall be Section 3 eligible persons. The bidder, by submitting a bid certifies that, if awarded the Contract, it will make good faith efforts to locate and provide first priority to Section 3 eligible persons in filling new hire positions on the Project.
4. If a CWA applies to the Project, additional or other requirements for employment and training may apply as outlined in Section 00875, Paragraph 1.09, if applicable.
5. Each bidder shall affirm its intent to utilize good faith efforts to comply with these provisions through the submission of the applicable Community Participation Plan form contained in Section 00330.

D. PARTICIPATION BY SMALL BUSINESSES, SECTION 3 BUSINESSES, AND WOMEN AND MINORITY BUSINESSES:

1. The Owner promotes and encourages small business participation, which also includes Section 3 and women and minority owned businesses (WMBEs). The Owner encourages bids that involve such participation as prime contractors, joint venture partners, or subcontractors, including, lower-tier subcontractors. Such participation, however, is not required to respond to this solicitation. Any goals that the Owner has established for small business WMBE/Section 3 business participation are specified in Section 00800 or Section 00875, if applicable.
2. Each bidder shall make good faith efforts to reach out to such businesses to assure participation by these firms and shall provide the Owner with documentation of its efforts through the submission of the applicable Community Participation Plan form, contained in Section 00330. The Owner will evaluate the

Community Participation Plan as part of its Bidder Responsibility Review. Examples of good faith efforts are outlined in Section 00800 or Section 00875, if applicable.

3. Section 3 Business Preference: As part of its Section 3 policy, the Owner provides a preference to Section 3 businesses when awarding contracts based on an ITB, regardless of funding source, as described below: **NOTE:** This preference shall not apply to contracts awarded based on a Request for Competitive Proposal method.

If the bidder claims to be a Section 3 business on the Section 3 Business Certification form submitted with the bid, and the bid of the Section 3 business exceeds the low bid by no more than 10%, the Owner will conduct an investigation to determine whether the business actually qualifies as a Section 3 business. If the bidder qualifies, the Owner will award the contract to the Section 3 business at the price bid by the Section 3 business. In submitting a bid, the bidder agrees to provide any information required by the Owner to determine whether the business qualifies as a Section 3 business. A business may qualify as a Section 3 business by meeting one of the following criteria:

- a) At least 51% of the business is owned by Section 3 qualified persons as defined in item 1.04.1(A) and meet the prescribed income limitations based on family size as shown in the table below:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Pierce County	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

- b) 30% or more of the business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons as defined in item 1.04.1(A) and meet the prescribed income limitations based on family size as shown in the table above.
- c) The business makes a commitment to subcontract with Section 3 businesses for more than 25% of the dollar amount of all subcontracts to be awarded by the business. Prior to award, such businesses must submit a plan and the supporting documents describing how the subcontracting commitment will be met. The Owner will evaluate the plan and documents submitted and determine whether the bidder is likely to attain the subcontracting percentage. The Owner will monitor the Section 3 business' compliance with their subcontracting commitment. If the successful bidder fails to fulfill the Section 3 subcontracting commitment, the Owner shall consider it a material breach of the contract which may result in the Owner taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate;

(3) withholding any liquidated damages that the Owner may incur as a result of the successful bidder's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the successful bidder ineligible to compete for, or participate in any contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.

4. The Section 3 contract clause contained in Section 00700, Part 11, will be included as part of the Contract to be executed based on this ITB.

1.07 CONTRACT COMPLIANCE REQUIREMENTS

- A. Monthly Community Participation Plan Reporting: As described in this Section, Section 00800, or Section 00875, the Contractor shall report on a monthly basis its progress in achieving its goals as identified in its Community Participation Plan or other related documents, such as documents resulting from a Community Workforce Agreement, if applicable, concerning the social equity requirements established for the Project.
- B. Monthly Community Participation Plan Meetings: As described in Section 00800 or Section 00875, the Contractor may be required to attend monthly meetings at the Owner's request to discuss implementation of the Community Participation Plan. Some of these meetings will be held after business hours, such as the Owner's monthly Section 3 Advisory Committee meeting which is held every monthly and is attended by members of the community and business representatives. Other meetings may be required as a result of other related requirements, such as a Community Workforce Agreement, if applicable.

1.08 PREVAILING WAGES

- A. The Work is subject to prevailing wage requirements depending on the funding source(s) of the project.
- B. If the Project is non-federally funded, the wage requirements of RCW Chapter 39.12, RCW Chapter 49.28, as amended or supplemented apply. These wage requirements are specified in Part 5 of the General Conditions for Construction.
- C. If the Work is federally funded, either the federal Davis-Bacon Act and Related Regulations will apply or the HUD Determined Non-Routine Maintenance Wage Rates and provisions will apply. These wage requirements are specified in Part 11 of the General Conditions for Construction.
- D. Copies of the applicable Wage Decision established for the Project are included in Section 00830.
- E. Bidders shall examine and be familiar with such requirements as well as any requirements included in subsections 1.06 and 1.07 of this Section as well as any requirements stated in Sections 00700, 00800, and 00875 concerning the Owner's social equity programs. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor.

SECTION 2 BID PREPARATION AND SUBMISSION

2.01 FORM OF BID

- A. Bids shall be made on the Bid Form provided in Section 00300.
- B. The Bid Form shall be completed in its entirety and prices entered for each Bid item and a total in the extended price column.
- C. In addition to other forms as may be specified, bidders must submit as part of their bid a completed form HUD-5369-A-, "Representations, Certifications, and Other Statements of Bidders." This form is only required to be submitted on federally funded projects.
- D. If a CWA applies to a Project, bidders must submit as part of their bid a completed and signed Letter of Assent. See Section 00875 for more information.
- E. 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.
- F. No verbal, facsimile, electronic, telegraphic, or telephonic bids or modifications will be considered.
- G. The bid shall be signed and the bidder's name typed or printed on the bid sheet or each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid.
- H. The bid shall be signed by a person authorized to legally bind the bidder.
- I. 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 Owner.
- J. 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.
- K. 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.
- L. 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.
- M. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) or e-mail will not be considered.

N. Reserved

2.02 SUBMISSION AND RECEIPT OF BIDS

- A. Bidders shall deliver bids no later than the date and time specified in the Advertisement for Bids or Section 00020. If delivering to the **Physical Address:** The Housing Authority of the City of Seattle, 190 Queen Anne Avenue North, Fifth Floor Reception, Seattle, Washington, 98109. If delivering to the **Mailing Address:** The Housing Authority of the City of Seattle, P.O. Box 19028, Seattle, WA 98109-1028.
1. The Bid submittal shall be submitted in a sealed envelope and clearly marked with the words "BID DOCUMENTS" the Invitation to Bid ("ITB") number, any project or identifying number, the Bidder's firm name, address, and telephone number and the date and time for receipt of bids.
 2. Bids that are properly submitted will be publicly opened and read aloud.
- B. Owner will not accept bids after the time specified for receipt of bids in the Bid Documents. In the event that the bid submittal is delivered after the time specified, the bid will not be accepted and the submittal envelope will not be opened.
- C. Owner will not be liable for delays in delivery of bids to due to handling by the U.S. Postal Service, or any other type of delivery service. Owner will keep bids unopened until the time of the bid opening.
- D. Owner reserves the right to postpone the date and time for submittal of bids at any time prior to the bid opening or to delay or reschedule the bid opening for its own convenience.
- E. The time stamp clock located at the Reception Desk on the fifth floor of the Reception office at 190 Queen Anne Ave North, Seattle, Washington 98109 is Owner's official bid clock for this ITB. Timeliness of bid submittals will be determined using only this clock.
- F. Owner reserves the right to cancel, revise, or amend this ITB and associated Bid Documents 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:

1. Purchases of Labor. Unless otherwise specified on the Bid Form, the Contractor's bid price shall not include Washington State retail sales tax or the compensatory use tax for labor or services in the performance of the Contract.
2. Purchases of Materials. Unless otherwise specified on the Bid Form, the Contractor's bid price should include the retail sales tax or the compensatory use tax on material only. (In accordance with Chapter 90, Laws of 1975, First Extra Session, all materials purchased by a contractor in the performance of a contract let by the Owner are subject to Washington State retail sales tax or the use tax, effective July 15, 1975). All taxes imposed by law shall be included in the total bid price, unless otherwise specified on the Bid Form. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

B. Federal Excise Tax

The price quoted by the Contractor shall include all applicable Federal Excise Taxes. The amount of the excise tax will be deducted from the contract price by the Owner when tax refunds are permitted and authorized under applicable law. The Contractor shall show the amount of Excise Tax in its bid.

2.05 BID GUARANTY – *NO BID GUARANTY (BID BOND) IS REQUIRED FOR THIS SHORT DURATION SERVICE THAT IS PROVIDED (POTENTIALLY YEARLY FOR A CONTRACT TOTAL OF FIVE YEARS).*

~~All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of the Owner. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.~~

2.06 BIDDER/SUBCONTRACTOR LIST – *THIS SECTION DOES NOT APPLY TO THE EXTERIOR WINDOW CLEANING PROJECT, AS SUBCONTRACTORS ARE NOT ALLOWED FOR THIS WORK.*

~~In compliance with RCW 39.30.060, for any public works contract estimated to cost one million dollars or more, each bidder shall complete and submit the Bidder/Subcontractor List form, Section 00420, naming those Subcontractors with whom the bidder, if awarded the Contract, will subcontract for performance of the Work of heating, ventilation and air conditioning; plumbing; and electrical, or to name itself for the Work. The bidder may list no more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, additives, or deductives, in which case the bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor will be used for which alternate, additive, or deductive. Failure of the bidder to complete and submit the Bidder/Subcontractor List(s) as required shall render the bidder's bid non-responsive and, therefore, void.~~

~~Section 00420, the Bidder/Subcontractor List, must be submitted with the bid. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.~~

~~No changes shall be made to any Bidder/Subcontractor List following bid submittal.~~

2.07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS

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

1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
2. Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or
3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A of this provision. The modification may not disclose the original or revised bid amount, but only the amount of the modification. The Owner shall not be responsible for technical problems involved in the transmission and receipt of the facsimile modification or withdrawal.

C. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

D. The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.

E. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the

envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph C of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

F. Notwithstanding paragraph A of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.

G. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission or by e-mail received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

2.08 BID OPENING

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

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 Senior Contract Administrator named in the Owner's Bid Form, no later than twenty-four (24) hours after the bid submittal time 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. The Owner reserves the right to require the submittal of other bid records or information, as Owner may deem necessary to evaluate the claim of error.

C. Any review by Owner 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 Owner's satisfaction, Owner 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. 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 date.
- 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 Owner.
- C. Owner reserves the right to request extensions of the award period from the bidder. Upon such extension, bids and Bid Guaranties shall remain valid and enforceable until execution of the Contract.

3.03. BID TABULATION

- A. Owner reserves the right to correct mathematical errors that are obvious on the face of the bid.
- B. After bid opening, 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 the Owner decides to include in the Contract Award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses.
- D. The summation of extensions, corrected where necessary and including sales tax, if applicable, will be used for Award purposes, to fix the awarded Contract Sum, and the amount of the Payment and Performance Bonds.

3.04. BID REVIEW:

- A. The Owner will evaluate bids in response to this solicitation generally without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Owner considering only price and any price-related factors specified in the solicitation.
- B. Owner's evaluation will include evaluation of the bidder's good faith efforts as outlined in its Community Participation Plan and an evaluation of the bidder's compliance with the mandatory responsibility criteria specified in subsection 1.01 of this Section as well as any Supplemental Bidder responsibility criteria described in Section 00210. 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. The Owner reserves the

right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

- C. The Owner reserves the right to arrange the Bid Form with Alternate, Additive, and/or Deductive items, if such be to the advantage of the Owner. 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 the Owner's written policy and procedures.
- E. Unless precluded elsewhere in the solicitation, the Owner 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, Owner 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 BID EVALUATION CONFERENCE

- A. At Owner's request, a bidder shall attend a bid evaluation conference. Upon the Owner's request, the bidder shall bring to the conference any supporting bid related documents required by Owner for review. Owner reserves the right to conduct concurrent evaluations of multiple bids, including holding bid evaluation conferences with multiple bidders.
- B. By conducting a bid evaluation conference, Owner does not waive its right to make determinations regarding responsiveness of bids and responsibility of the apparent low bidder(s) or to reject any or all bids.

3.06 REJECTION OF BIDS

- A. Owner 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 Owner. (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 Guaranty; or
 6. Any bid determined to be non-responsive by Owner.
- B. Owner 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 in RCW 39.04.350(1);
2. The bidder appears on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) <https://www.sam.gov/portal/public/SAM/>
3. The bidder does not meet the Supplemental Bidder Responsibility Criteria, 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 Owner, 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 the Owner.

~~3.08 PROPOSED SUBCONTRACTORS~~

~~Owner reserves the right to require a bidder, after bid opening, to submit a statement of experience with references for any proposed subcontractor(s). Owner 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 Owner for all loss or damage which Owner may suffer thereby. Owner 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 Owner 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 ITB 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; Owner 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," Owner will determine whether the material should be made available under the law.
- D. If Owner determines that the material is not exempt and may be disclosed, Owner 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, Owner may release the portions of the bid deemed subject to disclosure.
- E. To the extent that Owner 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 in this paragraph and shall have no claim against by reason of actions taken under this procedure.

3.11 PROTEST AND APPEAL PROCEDURES

- A. Definitions. As used in this provision: "Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- B. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from

Jena Richmond, Contracts & Procurement Manager
Purchasing Division, Seattle Housing Authority
190 Queen Anne Ave North
P.O. Box 19028
Seattle, WA 98109-1028

- C. All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are available on its website at http://seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf
- D. In accordance with Seattle Housing Authority's Procurement Policies and in accordance with RCW 39.04.350:
 - 1. Any protest against the award of a contract based on an Invitation to Bid must be received by the Contracting and Procurement Manager no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered. Owner shall not

execute a contract "with anyone other than the protesting bidder without first providing at least two full business days' written notice" of Owner's "intent to execute a contract for the project."

2. Any appeal of a decision by Owner to reject a bid submitted in response to an Invitation to Bid must be received by the Contracting and Procurement Manager within two business days after being notified in writing of Owner's decision, or the appeal will not be considered.

SECTION 4 AWARD AND CONTRACT EXECUTION

4.01 NOTICE OF AWARD

A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

4.02 EXECUTION OF THE CONTRACT

- A. Two originals of the Contract Form will be ready for signature by the successful bidder on the first business day following award, or shortly thereafter.
- B. The successful bidder shall sign and return to the Purchasing Division within seven (7) calendar days from the date of Notice of award the following documentation:
 1. The two originals of the Contract form,
 2. Acceptable evidence of insurance (see Part 2 of the General and Supplementary Conditions).
 3. The Payment and Performance Bonds (see Part 2.04 of the General Conditions)
- C. The above time limit may be extended by mutual agreement between the Owner and the successful bidder.

4.03 FAILURE TO EXECUTE THE CONTRACT

- ~~A. The bidder's bid guaranty will be forfeited if the successful bidder fails to:
 1. Execute the Agreement Form within the required time frame;
 2. Furnish satisfactory bond(s) and insurance within the required time frame; or,
 3. Refuses to enter into a Contract with the Owner.~~
- B. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids.

4.04 PAYMENT AND PERFORMANCE BONDS (NOT REQUIRED FOR THESE CONTRACTS)

- ~~A. Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be:~~

- (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
- (2) separate a performance and payment bonds, each for 50 percent or more of the contract price;
- (3) a 20 percent cash escrow; or;
- (4) a 25 percent irrevocable letter of credit.

- B. ~~Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as 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/fsreports/ref/suretyBnd/c570.htm>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.~~
- C. ~~Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the Contract.~~
- D. ~~Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the bidder ineligible for award. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids. The Owner 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 the Owner and its architect/engineer, and other interested parties convened by the Owner. 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, including the Community Workforce Agreement, if applicable). The Owner will provide the successful bidder with the date, time, and place of the conference.

4.05 LABOR COMPLIANCE MANAGEMENT (MyLCM) TRAINING

- A. ~~The Owner has implemented a web-based Labor Compliance Software Reporting System (MyLCM) to enable online submission of certified payrolls as well as social equity reporting. The Prime Contractor and all subcontractors will be required to utilize this web-based software reporting system to enter payroll~~

~~information and submit payrolls on-line. The Prime Contractor is responsible for compliance of all subcontractors regardless of tier.~~

~~B. The software application is a product of Hill International and the website is <http://www.mylcm.com>. SHA staff provides training to contractors and is available for questions during the project.~~

~~C. There is no fee to a contractor to use MyLCM. The contractor can manually enter its payroll data into MyLCM or use a template provided by Hill to upload its payroll data. The template is available in the following formats: XML, Excel, Text and CVS.~~

~~D. In addition to the preconstruction conference, the administrative staff of the successful bidder and its subcontractors (regardless of tier) who will be entering into MyLCM certified payroll and other related information, including but not limited to Social Equity, shall be required to attend a training session at the Seattle Housing Authority Office at 190 Queen Anne Ave N., Seattle.~~

4.07 NOTICE TO PROCEED

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

END OF SECTION 00200

1.01 GENERAL

- A. This Section identifies the supplemental bidder responsibility criteria that the Bidder must meet prior to award of the Contract. The criteria outlined in this Section are in addition to any other responsibility requirements specified in Section 00200.

1.02 DEFINITION OF TERMS USED IN THIS SECTION

- A. **“Successfully performed and completed”** and **“successful performance and completion”** as used in the requirements mean acceptance of the work as complying with plans and specifications, including, but not limited to, all demolition, site work, structures, utilities, landscaping etc. that comprise the entire project.
- B. **“Project Superintendent”** is the individual that directs and coordinates the Prime Contractor’s daily physical construction activities in the field; physically oversees, coordinates, and schedules day-to-day construction work; coordinates with utility and regulatory agencies as needed for the execution of the work including but not limited to obtaining permits, all inspections, site quality and safety. The Project Superintendent is generally responsible for the day-to-day prosecution for the entire project.

1.03 BIDDER QUALIFICATION

- A. To be considered a qualified and responsible Bidder, the Bidder shall provide satisfactory evidence of meeting the experience requirements listed in Part 1.04 below.
- B. Following the opening of bids, the Owner will request documentation, on the provided forms, from the Bidder under consideration for award. The Owner reserves the right to also request such documentation from additional bidders.
1. The form shall be completed and returned to the Owner within two (2) business days of the Owner’s request. **DO NOT SUBMIT FORM WITH BID.**
 2. A sample copy of the form is included at the end of this Section 00210. This form will be used to document compliance with the requirements of this Section.
- C. Bidder is responsible for verifying that all reference information provided is accurate. This includes email addresses, phone numbers, company names, business addresses, project names and addresses, values of previously completed projects.
1. If the Owner is unable to contact the listed individuals in order to verify experience, the related experience will not be considered in determination of compliance with the requirements of this Section.
- D. Changes in the name of a company will be evaluated on a case-by-case basis to determine compliance with the qualification requirements. Additional information may be required to supplement proof of organization or ownership structure.

- E. If Owner determines that Bidder does not meet the responsibility criteria and Bidder desires to appeal determination, refer to Section 00200, Special Instructions to Bidders, under paragraph 1-02.3(3), Determination Appeal Process.

1.04 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

A. Contractor – Successful Completion of Similar Projects

Criterion: The Bidder, either through self-performance or the management of subcontractors, shall have '*successfully completed*' at least two (2) projects in the last ten (10) years of '*similar size and scope*' as required by the contract documents for this project.

Definition: For the purposes of meeting the criteria, the Owner has determined that *similar in size and scope* means:

- Exterior window and glass cleaning projects in at least five (5) occupied apartment/residential or administrative buildings of four (4) floors/sories or more with a minimum or ten (10) units in each building and a minimum project total of \$20,000 for each project. Projects that demonstrate the work activities noted in the Summary of Work for this solicitation will be used in determining project similarity.

Documentation: To demonstrate meeting the criteria, the Bidder shall submit, on the Owner provided Supplemental Bidder Responsibility Criteria Form Part A, the following information about a minimum of two (2) projects completed in the last ten (10) years, of similar size and scope (see Definition above for similar size and scope details):

- Project name and address;
- Contract award date and contract completion date;
- Contract award amount and final contract amount;
- Owner's name and contact information for the owner's representative;
- Project description and demonstrate how size and scope are similar to this project; (i.e. # of units and occupied apartment building)
- Technical work self-performed and completed by the Bidder in the capacity of the Contractor as defined above in Section 1.02;

B. Contractor/Service Provider Project Personnel

Criteria: The Bidder shall utilize a full time Project Manager or a Project Superintendent dedicated for Exterior Window Cleaning who have experience in successfully managing a minimum of two (2) projects in the last ten (10) years similar in size and scope as required by the contract documents for this project.

Documentation: To demonstrate that the Project Manager and the Project Superintendent meet the criteria, the Bidder shall provide following information:

B-1 Project Manager or Superintendent

- Name of Project Manager who will be assigned to this project.

- List a minimum of two (2) projects in the last ten (10) years that the Project Manager managed that are similar in size and scope to this project.
- A brief technical summary of the work and the person's roles and responsibilities involved for each project and how it is similar to this project.
- Resume may be included for the Project Manager if it contains sufficient detail to demonstrate that the Project Manager has the required experience. Resume does not replace the forms provided for this position.
- Confirm that the Project Manager had been legally employed on previous projects in the capacity of Project Manager (i.e.; held previous full time employment / positions with the designated title and responsibilities of a Project Manager)

End Section 00210

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORM

After bid opening and prior to award, the apparent responsive and responsible low bidder must complete, sign and submit this form with any required attachments. The form must be submitted no later than two (2) business days from the Owner's request, unless a different time and date is required by the specifications. Owner may also request this form be completed from additional bidders.

Definition of Terms

- A. **"Successfully performed and completed"** and **"successful performance and completion"** as used in the requirements mean acceptance of the work as complying with plans and specifications, including, but not limited to, all demolition, site work, structures, utilities, landscaping etc. that comprise the entire project.
- B. **"Project Manager" or "Project Superintendent"** as used in the requirements in this Section is the individual responsible for the daily physical activities in the field; physically oversees, coordinates, and schedules day-to-day exterior window cleaning work; coordinates with other agencies as needed for the execution of the work including but not limited to obtaining permits, all inspections, site quality and safety. The Project Superintendent is generally responsible for the day-to-day prosecution for the entire project.

General Bidder Information

Company Name			
Address			
Contact Name and Title			
Contact Phone		Contact Email	
Years in business as an Exterior Window Cleaning Company		Years in business under present name	
List any former company names under which the company, its Owners, and/or its principals has operated in the past 5 years.			
Explain reason for name change(s) in the past 5 years.			

A. Prime Contractor - Completion of Similar Projects

Criterion: The Bidder, either through self-performance or the management of subcontractors, shall have 'successfully completed' at least two (2) projects in the last ten (10) years of 'similar size and scope' as required by the contract documents for this project.

In evaluating whether projects were successfully completed, the Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder

performance, including but not limited to quality control; safety record; timeliness of performance; use of skilled personnel; availability of and use of appropriate equipment; compliance with contract documents; and management of submittals process, change orders, and close-out.

The information about each project shall include:

- Project name and address;
- Contract award date and contract completion date;
- Contract award amount and final contract amount;
- Owner's name and contact information for the owner's representative;
- Architect or Engineer's name and contact information;
- Project description and demonstrate how size and scope are similar to this project; (i.e. # of units and occupied apartment)

A-1 Exterior Window Cleaning Project No. 1

Important: A mandatory evaluation criterion is the 'successful completion' of at least two (2) projects in the last ten (10) years of 'similar size and scope' as identified in the Supplementary Bidder Responsibility Criteria:

Project Name:			
Project Address:			
Project Owner's Name:			
Project Owner's Contact Name & Contact Information:		NAME:	PHONE:
# of Stories: _____	Residential & Occupied? (Yes or No) _____		
# of Units: _____	Meets Minimum of \$20,000 (Yes or No) _____		
Contract Award Value:	\$ _____	Final Contract Amount	\$ _____
Contract Award Date:		Contract Completion Date:	
Project Description			

Copy form as needed to satisfy the supplemental bidder responsibility criteria

B. Project Manager or Project Superintendent

The Bidder shall utilize a Project Manager and one fulltime Project Superintendent dedicated for Exterior Window Cleaning who have experience in successfully managing a minimum of two (2) projects in the last ten (10) years similar in size and scope as required by the contract documents for this project. Work experience shall demonstrate how past experience is similar to this project's described scope of work.

If at any time during the project a new Project Manager or a new Project Superintendent for either site required, the same requirements as above shall be met and approval given by the Owner's Project Manager prior to their starting work.

B-1 Project Manager Information for Exterior Window Cleaning

- Project Manager's Name: _____
- Identify a minimum of two (2) projects in the last ten (10) years that the Project Manager managed that are similar in size and scope to this project and include a brief technical summary of the work and this person's role and responsibilities involved for each project and how it is similar to this project.

Important: Does this project meet the stated criteria? If the project does not meet all these criteria, do not submit as a reference. It will not be considered for meeting the supplemental bidder criteria.

Project Name:			
Project Address:			
Project Owner's Name:			
Project Owner's Contact Name & Contact Information:		NAME:	PHONE:
# of Stories:		Residential & Occupied? (Yes or No) _____	
# of Units:		Meets Minimum \$20,000? (Yes or No) _____	
Contract Award Value:	\$ _____	Final Contract Amount	\$ _____
Contract Award Date:		Contract Completion Date:	
Project Description			
Job Responsibilities			

Copy form as needed to satisfy the supplemental bidder criteria

Resumes may be included for the Project Manager and Project Superintendent if they contain sufficient detail to demonstrate that the project personnel have the required experience.

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in determining the Bidder as not responsible and the rejection of its bid.

Signature of Authorized Representative of Bidder

Date

Printed Name of Authorized Representative of Bidder

Date

End of Supplemental Bidder Responsibility Criteria Form

Project Identification: Window Cleaning (Federally- and Non-Federally Funded)

Seattle Housing Authority
Submit Bid To: Seattle Housing Authority
5th Floor Reception – Attn: Louise Lauff
190 Queen Anne Ave North
Post Office Box 19028
Seattle, Washington 98109-1028

Bid From: _____
(Contractor (PRINT NAME))

(Individual: (PRINT NAME))

Pursuant to, and in compliance with the Invitation to Bid and other documents relating thereto, and subject to all conditions thereof, the undersigned hereby proposes and agrees to furnish all labor, materials, equipment and testing necessary to perform and furnish the Work as indicated in the Contract Documents, and in accordance with the terms and conditions of the Contract Documents.

In submitting this Bid, the Bidder represents that:

- A. This Bid will remain subject to acceptance for 60 days after the day of opening.
- B. The Owner has a right to reject this Bid.
- C. The Owner plans to award two separate Contracts to one Contractor/Bidder/Service Provider based on this solicitation: one Contract for Federally-Funded Buildings/Sites (#4912) and one Contract for Non-Federally Funded Buildings/Sites (#4964).
- D. The Owner will award the two separate Contracts to the responsible Bidder/Contractor/Service provider submitting the lowest responsive bid. Bids will be evaluated by totaling the costs for Federally- and Non-Federally funded buildings/sites. The totals of Attachments A & B will be added and provided below.
- E. Bidder will sign and submit the Agreement with Bonds, Insurance, and other documents required by the bid documents within 7 calendar days after the date of Owner's Notice of Award.
- F. Bidder has examined copies of all the Bidding Documents, and has visited the sites and become familiar with the general, local, and site conditions.
- G. Bidder will ensure equal opportunity for employment and to engage in Affirmative Efforts in the solicitation of women and minorities, Section 3 residents, WMBE and Section 3 firms for participation on this Contract.
- H. By submission of its bid and the attached compliance certificate, Bidder represents that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Bidder is unable to certify to this statement, it shall attach an explanation to this bid. It further represents that by signing this bid that it will comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms or the firms' principals who are not debarred or

otherwise disqualified from doing business with the Owner. The Bidder understands that it shall provide evidence of Bidder's eligibility and eligibility of its subcontractors upon the Owner's request. A signed certification of compliance for itself and for any of its subcontractors will be required on an annual basis if the Contract extends beyond one year in duration.

- I. Bidder is in compliance with all of the responsibility requirements under RCW 39.04.350, including, but not limited to: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51; an employment security number Title 50; and a state excise tax registration number under Title 82.
- J. The requirements imposed by Part 2, which waives, with respect to the Owner only, the Contractor's immunity under RCW Title 51, (Industrial Insurance) of the Revised Code of Washington.
- K. Bidder accepts the provisions of and represents that Bid is in accordance with the Contract Documents.

Bidder acknowledges receipt of Addenda(s) Number(s) _____

Bidder acknowledges the requirement that Work will be Substantially Complete and ready for final payment in accordance with the General Conditions within approximately 150 consecutive calendar days after Notice to Proceed or by October 15, 2017, whichever is earlier.

Bidder will complete the Work in accordance with the Contract Documents for the following price.

TOTAL Lump Sum Price (Must Equal Total from Building/Site Prices on Attachments A & B)	TOTAL OF ALL BUILDINGS/SITES FROM ATTACHMENTS A & B \$ _____
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Bid Tabulation: After Bid Opening, the Owner will tabulate the price and check the correctness of Attachments A & B individual building pricing. Any discrepancy or arithmetical error between: 1) the totals of those separate building/site prices, and 2) the Total Lump Sum Price listed above – shall be resolved by accepting the total of the 1) separate items. In other words, SHA would correct the Total Lump Sum Price by using the summation of the individual building prices.

Retail Sales Tax / Compensatory Use Tax

Pursuant to a conversation between SHA and the Department of Revenue following an earlier solicitation (2009), retail and use taxes do not apply to window cleaning work as it falls under the classification of janitorial services as described in WAC 458-20-224. Therefore, the distinction included in previous solicitations, change orders, etc. regarding: 1) SHA's tax exempt status, 2) SHA reimbursing for tax on materials only, or 3) reimbursement for tax on materials and tax on labor for the limited partnership buildings – is not applicable to window cleaning. Potential bidders need only provide a total bid price for each building on the Attachments A & B.

The following completed and signed documents are attached to and made a condition of this Bid:

- 1. Required Bid Bond
- 2. Representations, Certifications & other Statements of Bidders (HUD 5369A)
- 3. Certificate as to Corporate Principal
- 4. SHA Vendor Fact Sheet

**Window Cleaning (Federally & Non-Federally Funded)
SHA Solicitation No. 4912 & 4964**

**SECTION 00300
BID FORM**

5. Community Participation and Exhibits
6. Section 3 Business Certification and Resident Employment Form
7. Suspension & Debarment Compliance Certificate
8. Non-Collusive Affidavit
9. Environmental Regulation Compliance
10. Previous Participation Certificate

SUBMITTED on: _____ day of _____, 2017.

Bid From: _____
(Firm Name)

Submitted by: _____
(Print name)

Signature of Person Submitting Bid: _____
(Sign name)

Address: _____

City:State:Zip: _____

Business Telephone: _____ FAX: _____

E-mail Address: _____

Contractor's number for Washington Employment Security Department as required in

Title 50: _____

End of Section 00300

Seattle Housing Authority
**Detailed Bid Price Form/Attachment A – #4912 Federally-Funded
 Exterior Window Cleaning Sites)**

Bidder's Check List

- 1) The total of the bid items below must equal the total bid price on the Bid Form.
- 2) A bid must be submitted for each item listed below.
- 3) The Bidder's Business Name must be filled in below.
- 4) This "Detailed Bid Price Form" must be returned with the Bid Form.

SHA Reference No: 4912	Project Title: Exterior Window Cleaning (Federally-Funded)
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Bidder's Business Name:

Item	Description	Address	Total Building Bid Price:
1	Baldwin Apartments	1305 East Fir Street	\$
2	Ballard House	2445 NW 57th Street	\$
3	Barton Place	9201 Rainier Avenue South	\$
4	Bayview Tower	2614 4 th Avenue	\$
5	Beacon Tower	1311 Massachusetts St	\$
6	Bell Tower	2215 First Avenue	\$
7	Bitter Lake Manor	620 North 130 th	\$
8	Blakely Manor	2401 NE Blakeley St	\$
9	Cal-Mor Circle	6420 California Ave SW	\$
10	Capitol Park	525 14th Avenue East	\$
11	Carroll Terrace	600 5th Ave W	\$
12	Cedarvale house	11050 8th Avenue NE	\$
13	Center Park	2121 26th Avenue South	\$
14	Center West	533 Third Avenue West	\$
15	Columbia Place	4628 S Holly St	\$
16	Denny Terrace	100 Melrose Avenue East	\$
17	Fort Lawton	3401 W Government Way	\$
18	Fremont Place	4601 Phinney Ave N	\$
19	Gideon Mathews Gardens	323 25th Ave S	\$
20	Green Lake Plaza	505 NE 70th Street	\$
21	Harvard Court	610 Harvard Avenue East	\$
22	Lake City Court	12536 33rd Ave NE	\$
23	Lake City House	12546 33rd Avenue NE	\$
24	Lictonwood	9009 Greenwood Ave N	\$
25	Longfellow Creek	5919 Delridge Way	\$
26	McBride Court	4515 29 th Ave S 98108	\$
27	Michaelson Manor	320 W Roy St	\$
28	Nelson Manor	2200 NW 58th St	\$
29	Olive Ridge	1700 17th Ave	\$
30	Olmstead Manor	501 NE Ravenna Blvd	\$
31	Olympic West	100 West Olympic Pl	\$
32	Phinney Terrace	6561 Phinney Ave N	\$
33	Pinehurst Court	12702 15th Ave NE	\$
34	Pleasant Valley Plaza	3801 34th Ave W	\$
35	Primeau Place	308 14th Ave E	\$

36	Queen Anne Heights	1212 Queen Anne Ave N	\$
37	Reunion House	530 10th Ave E	\$
38	Ross Manor	1420 Western Avenue	\$
39	Schwabacher House	1715 NW 59th St	\$
40	Snoqualmie Building	2917 S Snoqualmie St 98108	\$
41	Stewart Manor	6339 34th SW	\$
42	Sunrise Manor	1530 NW 57th St	\$
43	TriCourt	720 North 143rd	\$
44	University House	4700 12th Avenue NE	\$
45	University West	4544 7th Avenue NW	\$
46	West Town View	1407 2nd Avenue West	\$
47	Westwood Heights	9455 27th Avenue SW	\$
48	Wildwood Glen	4502 SW Wildwood Pl	\$
49	Willis House	6341 5th Ave NE	\$
50	Wisteria Court	7544 24th Avenue SW	\$

Scattered Sites:

Item:	Address w/ Zip Code:	Total Building Bid Price:
51	1128 NW 59 th , 98107	\$
52	1120 15th Ave, 98122	\$
53	1803 13th Ave S, 98144	\$
54	1821 E Mercer Street, 98112	\$
55	2307 E Fir Street, 98122	\$
56	2400 E Union Street, 98122	\$
57	2401 E Lynn St, 98122	\$
58	2805 E Cherry Street, 98122	\$
59	317 26th Ave South, 98144	\$
60	14036 Greenwood Ave N, 98133	\$
61	14040 Greenwood Ave N, 98133	\$
62	10516 Midvale Ave N., 98133	\$
63	10557 Stone Ave N, 98133	\$
64	11208 Meridian Ave N, 98133	\$
65	11727 Greenwood Ave N, 98133	\$
66	12532 Greenwood Ave N, 98133	\$
67	14315 Lenora Pl. N, 98133	\$
68	2228 N 106 th , 98133	\$
69	3625 Albion Place N, 98103	\$
70	3630 Greenwood Ave N., 98103	\$
71	748 N. 95th St, 98103	\$
72	8802 Midvale Ave N, 98103	\$
73	902 N 128th Street, 98133	\$
74	927 N 100th Street, 98133	\$
75	2817 NE 115 th , 98125	\$
76	11308 3rd Ave NE, 98125	\$
77	11736 Pinehurst Way NE, 98125	\$
78	14003 32nd Ave NE, 98125	\$
79	14349 32nd Ave NE, 98125	\$
80	14355 32nd Ave E, 98125	\$
81	1921,31,41 NE 145th St, 98155	\$
82	2411 NE 75th St, 98115	\$
83	3052 NE 137th Street, 98125	\$

84	9818 5th Ave NE, 98115	\$
85	2851 SW Dakota St, 98126	\$
86	3819 13th Ave W, 98119	\$
87	4240 34th Ave W, 98199	\$
88	5906 16th Ave S, 98108	\$
89	6322 42nd Ave SW, 98136	\$
90	7100 California Ave SW, 98136	\$
91	5908 Swift Ave S, 98108	\$

Seattle Housing Authority
**Detailed Bid Price Form/Attachment B – #4964 Non-Federally Funded
 Exterior Window Cleaning Sites**

Bidder's Check List

- 1) The total of the bid items below must equal the total bid price on the Bid Form.
- 2) A bid must be submitted for each item listed below.
- 3) The Bidder's Business Name must be filled in below.
- 4) This "Detailed Bid Price Form" must be returned with the Bid Form.

SHA Reference No: 4964	Project Title: Exterior Window Cleaning (Non-Federally)
---------------------------	--

Bidder's Business Name:

Item	Description	Address	Building Bid Price
1	5983 Rainier Ave S.	5983 Rainier Ave S. 98118	\$
2	Alder Crest	6520 35th Ave SW	\$
3	Beacon House (ACRS)	1545 12 th Ave South 98144	\$
4	Calugas Building	6025 Lanham PI SW 98126	\$
5	Center Pk Comm Bldg	2121 26 th Avenue S.	\$
6	Epstein Opportunity Ctr	120 8 th Avenue 98104	\$
7	Gamelin (ground floor only)	4515 Martin Luther King Jr Way 98108	\$
8	High Pt. Mgt. Svc. Ctr.	6558 35th Avenue Southwest	\$
9	Holly Court Bldg 7 (YWCA)	3800 S. Myrtle ST. 98118	\$
10	Kebero Court	1105 E Fir St	\$
11	Lam Bow Apts.	6935 Delridge Way SW	\$
12	Lee Apartments	3801 & 3808 S. Willow ST 98118	\$
13	Leschi House	1011 S Weller St	\$
14	Main St (ground floor only)	2035 S. Main Street 98114	\$
15	MLK Ops	810 Martin Luther King Jr. Way S.	\$
16	Operations Support Ctr.	1300 North 130 th Street	\$
17	Othello (ground floor only)	3815 S Othello St. 98118	\$
18	Raven Terrace	820 Yesler Way	\$
19	Ravenna School Apts	6545 Ravenna Ave. NE	\$
20	Ritz Apartments	120 Broadway	\$
21	South Operations Facility	7500 Detroit Ave SW 98106	\$
22	South Park Manor	520 S. Cloverdale	\$
23	South Shore	4811 S Henderson St	\$
24	Tamarak (ground floor only)	4570 Martin Luther King Jr Way S	\$
25	Villa Park	9121 50 th Ave South	\$
26	Willow Street Apartments	3809, 3811, 3813 S Willow, 98118	\$

Attachment C - Special/Unique Work Requirements by Building for Window Cleaning

Item No.	Building Name	Street Address	Description of Special/Unique Requirements
1	Bitterlake Manor	620 N 130th	Screen Removal: SHA staff will assist any residents unable to remove and/or replace screens from the interior of the building.
2	Cedarvale House	11050 8th Ave NE	Screen Removal: SHA staff will assist residents are not able remove their own screens.
3	Harvard Court	610 Harvard Ave E	Screen Removal: SHA staff needs to enter a MWO for the common area screen removal & re-installation. The screens are screwed to the frames. Residents need SHA staff assistance.
4	Island View	3031 California Ave SW	The window in Unit #305 on the North side may still have a broken seal. The window cleaners cannot make that window look better. Units 103&105 have sprinklers outside the units & the hard water has made spots on the windows that do not come off when the windows are cleaned.
5	Olympic West	100 West Olympic Pl	Window cleaners must enter each resident's unit to clean exterior of the balcony windows.
6	West Town View, Pinehurst Court, & Olympic West	1407 2nd Ave W 12702 15th Ave NE 100 West Olympic Pl	a) The window cleaners must enter each resident's units to clean the lanai windows. b) If the screens move back and forth, the Window Cleaners can move the screens as needed to clean. c) SHA staff is responsible for removing screens if they are stationary. d) SHA staff will post Building notices that clarify that window cleaners may require entry to the units & advise residents that if they do not admit them to the units, then their windows will not be cleaned. e) On the lower windows, the window cleaners may use their ladders for access to the lanais to clean the windows. The upper floor units may require entry to clean lanai windows.
7	Wildwood Glen	4501 SW Wildwood	Window Cleaners must enter all units, as it is easier for them clean the exterior of the windows from the inside of the unit.
8	Internat'l. Terrace	202 Sixth Avenue South	SHA Staff will assist residents with screen removal/access for a sliding part of window that must be removed from frame.

THE SPECIAL REQUIREMENTS LISTED ABOVE ARE CURRENT TO THE BEST OF SHA'S KNOWLEDGE. THESE SPECIAL REQUIREMENTS MAY OR MAY NOT CHANGE IF SHA OPTS FOR RENEWAL CHANGE ORDER(S).

HOUSING AUTHORITY OF THE CITY OF SEATTLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine, and that said bond was duly signed, and attested to, for and in behalf of said corporation by authority of its governing body.

(SIGNED) _____



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: Louise Lauff
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:

For SHA Use Only:

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

JDE Vendor No.

Mailing Address for Payments:

City: State: Zip Code: E-Mail Address:

Telephone No.: Fax No.: DUNS No.:

Washington UBI No.: City of Seattle Business License No.: Washington Contractor's License No.:

President/General Manager: Principal products and/or services offered:

Type of Organization (check one):

Individual Sole Proprietor Partnership Corporation Governmental Agency Other

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

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:
a) 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;
b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at <http://seattlehousing.org/business/guidelines/pdf/Purchase Order Terms Conditions.pdf>.

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.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/portal/public/SAM/> and

http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation. 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 e-payables 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 Brenda Mix, SHA's Accounts Payable Manager, at 206-615-3421 or bmix@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.
- **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 is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.

Seattle Housing Authority

Section 3 Business Certification

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contract at:
http://seattlehousing.org/business/guidelines/pdf/Consultant_professional_services_contract.pdf

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below) A completed and signed Individual Certification form for each Section 3 qualified person or persons is required to be submitted.
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

Section 3 Person Criteria: A Section 3 qualified person must:

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Pierce County	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

Section 3 Statement: Please check the appropriate box below.

- My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.



**Individual Affidavit on Family Size and Income
for Section 3 Resident Certification**
(Complete this form after certified payroll is submitted on
Labor Compliance Management (MyLCM))

An individual seeking preference in training and employment provided as a result of the Seattle Housing's Section 3 program¹ shall certify and submit evidence, if requested, that the person is a Section resident as defined by the Section 3 Person Criteria listed below:

Section 3 Person Criteria: A Section 3 qualified person must:

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA as follows:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Pierce County	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

NOTE: Information provided on this form shall remain confidential and shall be used for certification and reporting purposes only. Please return the original form to: 4570 MLK Jr. Way S, Seattle, WA 98108, or Fax: (206) 721-6392, Attention: Samuel Pierce. If you have questions, please contact Sam Pierce at (206) 913-9227 or spierce@seattlehousing.org.

Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Employer Name: _____
 Hire Date (the hire date for the company, NOT the hire date for the project): _____
 Position Title: _____ Wages: _____

1. **I am a resident in a Seattle Housing Authority property.** YES NO
 (If Yes, please list the name of the property and skip Questions 2 and 3 and sign at the bottom.)
 Property Name: _____
2. **I am currently in Seattle Housing Authority's Section 8 Program.** YES NO
 (If Yes, please skip question 3 and sign at the bottom.)
3. **I am a participant in a HUD Youthbuild Program.** YES NO
 (If Yes, please skip question 4 and sign at the bottom.)
4. **There are a total of __ members in my family. The total number of deductions claimed on my Federal income tax return from last year was _____.**
5. **The total gross income for my family, from all sources, from all related family members, reflected on my Federal Income tax return for last year was \$ _____.**

I hereby certify under penalty of perjury that the information above is true and correct.

 Signature Date

¹ As authorized under the Housing and Urban Development Section 3 Act of 1968, as amended, and codified in 24 CFR Part 135.



Juramento de Declaración Individual de Ingresos y Tamaño de la Familia Para el Certificado de Residente Sección 3

(Favor de completar esta solicitud después de que se aya certificado su sueldo con el Gerente de Conformidad Laboral reconocido como "Labor Compliance Management (MyLCM)".

El individuo solicitando preferencia en entrenamiento o trabajo como resultado de formar parte del programa Sección 3 de "Seattle Housing" tiene que comprobar y reunir los siguientes requisitos:

Requisitos de la Sección 3: Una persona que califica bajo la Sección 3:

- 1) Ser inquilino de la vivienda de bajos recursos "City of Seattle Housing Authority"
- 2) Vivir dentro de la Estadística Área Metropolitana reconocido como "Metropolitan Statistical Area (MSA)" dentro de los condados King, Snohomish, and Pierce.
- 3) Tener un ingreso o salario no más de lo requerido por la Estadística Área Metropolitana (MSA) lo siguiente son los límites:

Region/Área	1 Persona	2 Persona s	3 Persona s	4 Persona s	5 Persona s	6 Persona s	7 Persona s	8 Persona s
Condados King and Snohomish	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Condado Pierce	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

Tenga en Cuenta: La información proporcionada se mantendrá confidencial y solo se utilizará para certificar y desarrollar informes. Favor de entregar la solicitud original al: 4570 MLK Jr. Way S, Seattle, WA 98108, or por Fax: (206) 721-6392, Atención a: Samuel Pierce. Si, usted tiene alguna pregunta favor de llamar a Samuel Pierce al (206) 913-9227 o por correo electronico a spierce@seattlehousing.org.

Nombre y Apellido : _____
 Dirección: _____ Ciudad: _____ Estado : _____ Codigo Postal: _____

Nombre del Empleador: _____
 Fecha de Contratación (Favor de usar la fecha que la empresa lo contrato **no** el día que empezo el proyecto): _____

Su titulo de trabajo: _____ Salario por Hora: _____

1. Soy inquilino de la vivienda de bajos ingresos "Seattle Housing Authority". Sí NO
 (Si usted respondió sí,, favor de identificar el nombre de su edificio y **no** responda ha la pregunta 2 y 3 recuerde de firmar su nombre al termino de este formulario.)
 a. Nombre del Edificio: _____
2. Estoy participando en el programa Sección 8. Sí NO
 (Si usted respondió sí, favor de eliminar la pregunta número 3 y firmar su nombre al termino de este formulario.)
3. Yo participo en el Departamento de Bivienda y Desarrollo Urbano "Construyendo Jovenes" reconocido como "HUD Youthbuild Program". Sí NO
 (Si usted respondió sí, favor de eliminar la pregunta número 4 y firmar su nombre al termino de este formulario.)
4. Tengo un total de _____ miembros de familia. El número total de **deducciones** que yo reclame en mis impuestos federales el año pasado fúe _____.
5. La cantidad de ingresos de toda mi familia, incluyendo ingresos de regalías u otros recursos que reclame en mi declaración de impuestos federales del año pasado fúe \$ _____.

Yo por la aquí presente cetifico bajo pena de perjurio que la información que les he otorgado está correcta y es verdadera.

 Firma Fecha

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONTRACTOR

By signing below, the Contractor 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.

Contractor's Firm Name: _____

Address: _____

City, State, Zip: _____

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

Contractor's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Contractor'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 contractor 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: <https://www.sam.gov/portal/public/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited%20denials%20of%20participation).

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONTRACTORS

The Prime Contractor may use this form if the Prime can verify that their Sub-Contractors 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 FOR CONTRACTOR form to each sub- contractor to be completed and returned.

Prime Contractor's Name: N/A – Subcontractors Not Allowed for these contracts to avoid wage compliance problems experienced by SHA in past contracts certifies that neither any of the sub- contracting firms 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 sub- contractor hired after submission of this certification.
- A renewal certification for every sub- contractor on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

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

Prime Contractor's Signature	Printed Name	Title	Date
N/A			

Sub- Contractor Firm Listing: (If sub- contractors are not involved in the project, please enter NONE.)

NONE

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- contractors.
 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.

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_____.

ENVIRONMENTAL REGULATION COMPLIANCE

_____ certifies that neither it, nor any person or firm which has an interest in the above named firm has any environmental sanctions in effect and complies with the requirements of Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387).

(Signature)

(Name)

(Title)

(Date)

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)

For HUD HQ/FmHA use only

Reason for submission:		2. Project Name, Project Number, City and Zip Code	
1. Agency name and City where the application is filed		5. Section of Act	
3. Loan or Contract amount \$	4. Number of Units or Beds	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 - All the names of the principals who propose to participate in this project are listed above;
 - None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B;
 - None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA;
 - None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 - None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America
 - Statements above (if any) to which the principal(s) cannot certify, have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principal Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3 List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Date (mm/dd/yyyy)
Supervisor		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Date (mm/dd/yyyy)	

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, package or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies; tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA)
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped)

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Package, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A: Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal should attach signature authority document. Each principal should fill in the date of the signature and who signs the form should fill in the date of the signature and have struck out on the certification. Item 2e, relates to felony convictions within the past 10 years. If you are convicted of a telephone number. By providing a telephone number, HUD can reach you in the event of any questions. If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify. Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e, relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e, and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

Column 5. Explain any project defaults during your participation.
Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.
Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal should attach signature authority document. Each principal should fill in the date of the signature and who signs the form should fill in the date of the signature and have struck out on the certification. Item 2e, relates to felony convictions within the past 10 years. If you are convicted of a telephone number. By providing a telephone number, HUD can reach you in the event of any questions. If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify. Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e, relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e, and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA, to the greatest extent feasible, to provide employment opportunities to "Section 3 residents." Section 3 residents include residents of SHA communities and other low income residents of the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

For construction contracts only:

- Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. SHA has established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.
- At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices to the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments.

In order to fulfill its Section 3 obligations, the Contractor may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan, if applicable, should also address the Contractor's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

1. How many new positions do you expect this contract will require you to create?

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

3. What minimum skills will be required for each position?

4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

5. How will you advertise these positions to SHA residents?

If you have any questions about this form, please call Samuel Pierce, SHA's Section 3 Coordinator, at (206) 913-9227.

Exhibit 1
HUD SECTION 3 PROGRAM BUSINESS UTILIZATION

PROJECT NUMBER: _____ PROJECT NAME: _____
 NAME OF CONTRACTOR: _____

NAME OF SUBCONTRACTOR	SECTION 3 BUSINESS **	ADDRESS AND PHONE NUMBER	TRADE/SERVICE OR SUPPLY	CONTRACT AMOUNT	AWARD DATE	COMPETITIVE OR NEGOTIATED BID	FEDERAL ID NUMBER

****Check if a HUD Section 3 Program Business. Note: A listing of firms certified as Section 3 businesses is available on SHA's website at <http://seattlehousing.org/business/development/>.**

TOTAL DOLLAR AMOUNT TO BE AWARDED TO HUD SECTION 3 PROGRAM BUSINESS(ES) \$ _____

HUD Section 3 Program Business Concern means a business concern, as defined in this section –

- (1) That is 51% or more owned by HUD Section 3 Program residents; or
- (2) Whose permanent, full-time employees include persons, at least 30% of whom are currently HUD Section 3 Program residents, or within three years of the date of first employment with the business concern were HUD Section 3 Program residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "HUD Section 3 Program Business Concern."

CONTRACTOR'S STATEMENT OF WMBE PARTICIPATION

The Seattle Housing Authority encourages the participation of Women-Owned Business Enterprise (WBE), Minority Women-Owned Business Enterprise (MWBE), and Minority-Owned Business Enterprise (MBE); collectively referred to as WMBEs. WMBE participation may be through direct sales by an MWBE, by MWBE subcontracting, or a business partnership agreement. Small Businesses, as defined by the U. S. Small Business Administration, are also encouraged to participate in SHA's purchasing and contracting activities.

The following women and/or minority business enterprises have been contacted to submit a proposal for subcontracting in the performance of the contract work on which this bid is based (Attach additional sheets if necessary).

	Trade/Specialty	Name of Firm	WBE	MBE	MWBE	Approximate Dollar Amount	Apparent Low Bid		Non-Responsive	Expect to Award Subcontract
							Yes	No		
1										
2										
3										
4										
5										
6										
7										

- 1) Total dollar amount of bid expected to be performed by WBE: \$ _____ Percentage of total bid amount _____%.
- 2) Total dollar amount of bid expected to be performed by MBE: \$ _____ Percentage of total bid amount _____%.

- 3) Total dollar amount of bid expected to be performed by MWBE: \$ _____ Percentage of total bid amount _____ %.
- 4) Total dollar amount of bid expected to be performed by WMBE businesses (Total of 1, 2, and 3): \$ _____
Percentage of total bid amount: _____ %.

I hereby certify that the above information, to best of my knowledge, is true and accurate, and that the subcontractors are WBE or MBE as defined on the next page.

Contractor: _____

Date: _____

See instructions to fill out this form on the back of this page.

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S STATEMENT OF WMBE PARTICIPATION

Trade/Specialty: List the trade/specialty for which the subcontractor or supplier is bidding; i.e., plumbing, electrical, etc.

Name of Firm: List the full name of the firm.

WBE: A women-owned business enterprise (WBE) means a business that is at least 51 percent owned by a woman or women who are U. S. citizens and who also control and operate the business.

MBE: A minority-owned business enterprise (MBE) is defined as a business with at least 51 percent owned or controlled by one or more minority group members, or in the case of a publicly-owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. Minority group members include but not limited to African Americans, Hispanic Americans, Native Americans, Asian Americans, and Hasidic Jewish Americans.

MWBE: A minority-owned women business enterprise (MWBE) is defined as a business that is at least 51 percent owned or controlled by a woman who is also a minority group member.

WMBE: A general term used to refer to businesses that are women-owned, minority women owned, or minority-owned business enterprises (WMBE).

Approximate Dollar Amount: List the approximate dollar amount of the subcontractor's bid.

Apparent Low Bid: Check the "yes" column if the subcontractor's bid appears to be the low bid in that trade; if there are two or more subcontractors listed for a specific trade, check the "yes" column for **only one** subcontractor. All other subcontractors would be checked in the "no" column.

Not Responsive: Check the column only if the subcontractor's bid is non-responsive for reasons other than the amount of the bid; i.e., failure to complete all necessary information on which the bid is based, failure to respond, etc.

Expect to Award Subcontract: Put a check in this column beside the contractor who would be reasonably expected to be awarded the bid. Check **only one** subcontractor/supplier for a specific trade/specialty.

This contract made and entered into as of the last signature date below between _____, herein after called "Contractor" and the Housing Authority of the City of Seattle, Washington, a public body corporate and politic, created by the Housing Authorities Law of the State of Washington, hereinafter called "Owner."

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials and equipment and perform all work required for a complete job in strict accordance with the Specifications and Drawings included in the Cost Proposal documents, all of which are made a part hereof and designated as "Exterior Window Cleaning (Federally-Funded #4912)".

ARTICLE 2. Contractor's Liability for Damages and Injury. The Contractor shall defend, indemnify, and hold the Owner, its commissioners, officers, agents and employees from all claims as set forth in Sections 5.03 and 5.22 of the General Conditions.

ARTICLE 3. Insurance and Payment and Performance Bond. The Contractor shall provide to the Owner, in accordance with Part 2 of the General Conditions, proof of required insurance and a Payment and Performance Bond.

ARTICLE 4. Time of Completion. The Contractor shall commence work after receipt of Notice to Proceed, follow the schedule specified in the Contract Documents, and all work must be completed within approximately 120 consecutive calendars days from the Notice to Proceed.

ARTICLE 5. The Contract Price. The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ Dollars (\$_____.00)

ARTICLE 6. Contract Documents. Contract Documents shall consist of the following component parts:

1. Signed Contract (This Instrument)
2. Invitation to Bid
3. Signed Bid Form
4. U.S. Department of HUD "Instructions to Bidders for Contracts" (form HUD-5369)
5. U.S. Department of HUD "Representations, Certifications & Other Statements of Bidders" (form HUD-5369-A)
6. Bidder Subcontractor's List
7. Bid Bond
8. Certificate as to Corporate Principal
9. SHA Vendor Fact Sheet
10. HUD Section 3 Business Certification and Resident Employment Plan Form
11. Suspension and Debarment Compliance
12. Non-Collusive Affidavit
13. Environmental Regulation Compliance
14. Previous Participation Certificate
15. Payment and Performance Bonds
16. General Conditions of the Contract for Construction

- 17. Supplementary Conditions
- 18. Appropriate Wage Rate Schedules
- 19. U.S. Department of Labor "Equal Employment Opportunity Executive Order 11246, as Amended by Executive Order 11375"
- 20. SHA Contractor Performance Evaluation Program
- 21. Community Participation Report Templates
- 22. Specifications
- 23. Drawings
- 24. All Addenda
- 25. All Change Orders

This instrument together with the documents in this Article 6 form the Contract, and they are as fully a part of this Contract as if hereto attached or herein repeated.

In the event that any provision in any of the component parts of this Contract conflict with any provision of any other component part, the provision in the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated in section 1.02 of the General Conditions.

ARTICLE 7. Governing Law and Venue. This Contract shall be governed in all respects by the laws of the State of Washington. Venue for any action filed under this contract shall be limited to King County, Washington at Seattle or the Western District of Washington at Seattle.

ARTICLE 8 Severability. In case any term of this Contract shall be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Contract shall not in any way be affected thereby.

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

Name
Address
City, State, Zip Code

**Seattle Housing Authority and/or the
Seattle Housing Authority as General
Partner of various Limited Partnerships
and Managing Agent for various
Associations**
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

By: _____
Date
Name
Title

By: _____
Date
Andrew J. Lofton
**Executive Director and General Partner
and/or Managing Agent**

End of Section 00500

This contract made and entered into as of the last signature date below between _____, herein after called "Contractor" and the Housing Authority of the City of Seattle, Washington, a public body corporate and politic, created by the Housing Authorities Law of the State of Washington, hereinafter called "Owner."

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials and equipment and perform all work required for a complete job in strict accordance with the Specifications and Drawings included in the Cost Proposal documents, all of which are made a part hereof and designated as "Exterior Window Cleaning (Non-Federally Funded #4964)".

ARTICLE 2. Contractor's Liability for Damages and Injury. The Contractor shall defend, indemnify, and hold the Owner, its commissioners, officers, agents and employees from all claims as set forth in Sections 5.03 and 5.22 of the General Conditions.

ARTICLE 3. Insurance and Payment and Performance Bond. The Contractor shall provide to the Owner, in accordance with Part 2 of the General Conditions, proof of required insurance and a Payment and Performance Bond.

ARTICLE 4. Time of Completion. The Contractor shall commence work after receipt of Notice to Proceed, follow the schedule specified in the Contract Documents, and all work must be completed within approximately 120 consecutive calendars days from the Notice to Proceed.

ARTICLE 5. The Contract Price. The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ Dollars (\$_____.00)

ARTICLE 6. Contract Documents. Contract Documents shall consist of the following component parts:

1. Signed Contract (This Instrument)
2. Invitation to Bid
3. Signed Bid Form
4. U.S. Department of HUD "Instructions to Bidders for Contracts" (form HUD-5369)
5. U.S. Department of HUD "Representations, Certifications & Other Statements of Bidders" (form HUD-5369-A)
6. Bidder Subcontractor's List
7. Bid Bond
8. Certificate as to Corporate Principal
9. SHA Vendor Fact Sheet
10. HUD Section 3 Business Certification and Resident Employment Plan Form
11. Suspension and Debarment Compliance
12. Non-Collusive Affidavit
13. Environmental Regulation Compliance
14. Previous Participation Certificate
15. Payment and Performance Bonds
16. General Conditions of the Contract for Construction

- 17. Supplementary Conditions
- 18. Appropriate Wage Rate Schedules
- 19. U.S. Department of Labor "Equal Employment Opportunity Executive Order 11246, as Amended by Executive Order 11375"
- 20. SHA Contractor Performance Evaluation Program
- 21. Community Participation Report Templates
- 22. Specifications
- 23. Drawings
- 24. All Addenda
- 25. All Change Orders

This instrument together with the documents in this Article 6 form the Contract, and they are as fully a part of this Contract as if hereto attached or herein repeated.

In the event that any provision in any of the component parts of this Contract conflict with any provision of any other component part, the provision in the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated in section 1.02 of the General Conditions.

ARTICLE 7. Governing Law and Venue. This Contract shall be governed in all respects by the laws of the State of Washington. Venue for any action filed under this contract shall be limited to King County, Washington at Seattle or the Western District of Washington at Seattle.

ARTICLE 8 Severability. In case any term of this Contract shall be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Contract shall not in any way be affected thereby.

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

Name
Address
City, State, Zip Code

**Seattle Housing Authority and/or the
Seattle Housing Authority as General
Partner of various Limited Partnerships
and Managing Agent for various
Associations**
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

By: _____
Date
Name
Title

By: _____
Date
Andrew J. Lofton
**Executive Director and General Partner
and/or Managing Agent**

End of Section 00500

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

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

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

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

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

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

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

The following supplements shall modify, delete, and/or add to the Bid Documents, including but not limited to Section 00200 or Section 00700 General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. The supplements referenced within this section are identified with the same number and title used for that topic in the General Conditions.

MODIFICATIONS TO SECTION 00200, INSTRUCTIONS TO BIDDERS

1) SC SECTION 1 BID REQUIREMENTS AND CONDITIONS

Delete paragraph 1.01C Responsible Bidder in its entirety and replace with the following:

C. As provided in RCW 39.04 or 2 CFR 200, a bidder must meet the following responsibility criteria:

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
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 more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)
6. 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) <https://www.sam.gov/portal/public/SAM/> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.
7. Meets any supplemental criteria requirements. If Owner has established supplemental responsible bidder criteria for this contract, the requirements are in Section 00210 Supplemental Responsible Bidder Criteria.

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, Owner 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
<u>Multiplied by the Alaska CPD</u>	<u>x 0.05</u>
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Alaska CPD Total</u>	<u>+ 5,000</u>
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.

MODIFICATIONS TO SECTION 00700 GENERAL CONDITIONS

1) SC PART 1 – GENERAL PROVISIONS

Add the following definition to General Conditions:

“Advertisement for Bids” A public notice published in the official newspaper, designated by the Owner, and/or on the internet, soliciting bids for the Work.

“Affirmative Efforts” means documented reasonable attempts in good faith to recruit, solicit, and employ HUD Program Section 3 eligible persons, women and minorities, apprentices, Women and Minority Businesses, and HUD Program Section 3 businesses on the Project.

“Bid Documents”: means the component parts of the proposed Contract which may include the Advertisement for Bids, Bid Form, Agreement Form, Project Manual, Drawings, Addenda and any other documents incorporated into the Contract by reference.

“Contract” The written agreement between the Owner and the Contractor, which includes the signed Agreement Form, Bid Form, Contract provisions, Drawings, Addenda, certifications, supplemental agreements, Change Orders and all other documents specifically incorporated by reference comprise the Contract.

“Invitation to Bid”: means a formally advertised competitive selection process used for obtaining goods and services that will cost more than \$150,000, where award is made based on the lowest price submitted by a responsible bidder with a responsive bid.

“Minority-owned Business Enterprise (MBE)” means a self-identified business or a business certified by the State of Washington to be at least fifty-one percent owned by a minority (including, but not limited to, African Americans, Native Americans, Asians, Hispanics, and Hasidic Jews) group members. “Minority-owned Women Business Enterprise (MWBE)” means a self-identified business or a business certified by the State of Washington to be at least fifty-one percent owned by a minority woman.

"Women-owned Business Enterprise (WBE)" means a self-identified business or a business certified by the State of Washington to be at least fifty-one percent owned by a woman.

"Women and Minority owned Business Enterprise (WMBE)" is the general terms used to collectively refer to a self-identified business(es) or a business(es) certified by the State of Washington to be either fifty-one percent owned by a woman, minority woman, or minority group member.

2) SC PART 2 INSURANCE AND BONDS

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Failure of the Prime Contractor to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of Owner, will be cause for such action as may be available to Owner under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

2.01 CONTRACTOR'S LIABILITY INSURANCE

- A. General Insurance Requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. The term "insurance" herein shall include but not be limited to self-insurance, alternative risk transfer techniques, capital market solutions or any other form of risk financing.
- B. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates, no additional payments will be made.
- C. Except for Professional Liability Insurance coverage (*NOT APPLICABLE FOR THIS EFFORT*), if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.
- D. Insurance Coverage and Terms: Contractor shall maintain the following insurance coverage during the Work and for one (1) year after Final Completion, except for Products and Completed Operations coverage which shall remain in effect for three (3) years after Final Completion. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.16.
 - 1. Commercial General Liability (CGL) (this shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under paragraph 2.01D.2 written on an Occurrence Form or its equivalent which shall include coverage for:
 - a. Premises/Operations
 - b. Products/Completed Operations
 - c. Personal/Advertising Injury
 - d. Contractual
 - e. Independent Contractors

- f. Stop Gap (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy)
- g. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent
- h. Explosion, collapse, and underground
- i. Waiver of Subrogation

In the event that the services to be provided under this Contract involve the Prime Contractor's contact with minor children or any Vulnerable Adults as defined by RCW 74.34.020, the Prime Contractor shall provide evidence that sexual molestation coverage has not been excluded from the CGL policy.

- 2. Automobile Liability on owned and non-owned motor vehicles, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.
- 3. Contractor's Pollution Liability (CPL): *NOT APPLICABLE FOR THIS EFFORT*. When project scope of work includes any or all items below, the Contractor will provide a Contractors Pollution Liability policy against claims for bodily injury, property damage and cleanup costs/environmental damages arising from pollution conditions caused in the performance of covered operations when:
 - a. The Work involves remediation, abatement, repair, maintenance or other work with asbestos containing materials, lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other hazardous materials. A CPL policy specifically covering these exposures shall be required from the Contractor or the subcontractor performing such work.
 - b. The Work involves the transporting hazardous materials or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of hazardous materials is required from the Contractor or subcontractor performing such work.
- 4. Professional Liability: *NOT APPLICABLE FOR THIS EFFORT*. When applicable, in the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.
- 5. Cyber Liability: *NOT APPLICABLE FOR THIS EFFORT*. When applicable, the Contractor shall provide Cyber Liability coverage as specified in the Section 00800 Supplementary Conditions..
- 6. Umbrella or Excess liability: When applicable, the Contractor shall provide Excess or Umbrella Liability coverage as specified in the Section 00800 Supplementary Conditions.
- E. Industrial Insurance Compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- F. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

- G. Owner as Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non-contributory basis for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as additional insured.

In addition, the policies *shall be endorsed* to include not only the Owner, *Seattle Housing Authority*, but also the limited partnerships and affiliates associated with the various buildings/locations/sites for this effort. They are:

Seattle High Rise Limited Partnership, High Rise Rehabilitation Phase I Limited Partnership, High Rise Rehabilitation Phase III Limited Partnership, Lake City Village LLLP, Alder Crest Limited Partnership, High Point North Limited Partnership, 1105 East Fir LLLP, Leschi House LLLP, Desdemona Limited Partnership, 820 Yesler Way LLLP, Ritz Apartments Limited Partnership, Douglas Apartments Limited Partnership, Escallonia Limited Partnership, and Tamarack Place Limited Partnership.

- H. Waiver of Subrogation: Contractor's policy shall provide waiver of subrogation by endorsement or otherwise.
- I. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its Commissioners, officers, employees, and agents to the extent of:
 - 1. The sole negligence of Contractor or any of its Subcontractors;
 - 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 - 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- J. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Prime Contractor's liability to the Owner. Payment of deductibles shall be the responsibility of the Contractor except for (1) earthquake or flood claims, or (2) all risk claims to the extent damage is not caused by the negligent acts of the Contractor or any Subcontractor.
- K. XCU and Subsidence Perils Not Excluded: The Contractor's Commercial General Liability insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.
- L. Railroad Protective Liability: The Contractor and/or any subcontractor of any tier shall comply with all of a railroad's risk management requirements (including purchasing Railroad Protective Liability insurance) before performing construction services adjacent to or upon a railway's right of way and/or property.
- M. No Limitation of Liability The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Contractor or of any of their respective insurers. The Contractor shall include Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Contractor whether such limits are primary, excess, contingent or otherwise. This provision shall apply

regardless of whether limits maintained by the Contractor are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Contractor specifies lower minimum limits than those specified for or maintained by the Contractor.

2.02 COVERAGE LIMITS

The minimum coverage limits shall be as follows unless otherwise specified in Supplementary Conditions:

A. 1) Commercial General Liability Insurance.

- \$1,000,000 each Occurrence Combined Single Limit (CSL) Bodily Injury and Property Damage except \$1,000,000 each Offense Personal/Advertising Injury \$2,000,000 Aggregate

2) Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

- \$1,000,000 Bodily Injury by Accident, Bodily Injury by Disease – Each Employee, Bodily Injury by Disease – Policy Limit; Employers Liability or Washington Stop Gap

3) Commercial Automobile Liability Insurance.

- \$1,000,000 Combined Single Limit (CSL) coverage

4) Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Prime Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Prime Contractor is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Prime Contractor shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

5) Contractor's Pollution Liability. NOT REQUIRED FOR THIS EFFORT.

6) Professional Liability, Errors and Omissions. NOT REQUIRED FOR THIS EFFORT.

7) Cyber Liability. NOT REQUIRED FOR THIS EFFORT.

8) Umbrella or Excess Liability

- If Umbrella or Excess Liability is required, add the following to General Conditions:
- The Contractor shall provide Excess or Umbrella Liability insurance coverage with a minimum limits of \$_____ each occurrence in excess of primary CGL limits. The minimum total limits requirement of \$_____ may also be satisfied with primary CGL insurance limits or any combination of primary and Excess/Umbrella limits.

2.03 INSURANCE COVERAGE ENDORSEMENTS AND CERTIFICATES

A. Additional Insured Endorsement.

- 1) The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability

policies of the Contractor. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.

- 2) Regarding CGL insurance, such Additional Insured status shall contain a "separation of insureds" provision.
- 3) The Owner must be included as an Additional Insured for Contractors Completed Operations on the Commercial General Liability policy of the Contractor. As respects to CGL insurance, such additional insured status shall be evidenced by an ISO endorsement form CG2037 or equivalent. The endorsement shall remain in effect for not less than three (3) years after Final Completion of the Work .

B. Proof of Insurance and Insurance Expiration:

1. The Prime Contractor shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. All insurance certificates shall name Owner's Project number and Project title.
3. The Prime Contractor shall include all subcontractors at any tier as insureds, and ensure that the Prime Contractor's coverage of subcontractors under the Prime Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Prime Contractor shall:
 - a. Obtain from each subcontractor not insured under the Prime Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b. Maintain such evidence on file for a period of one (1) year after Final Completion except for Products and Completed Operations coverage which shall remain in effect for three (3) years after Final Completion and, upon request, submit such evidence to Owner for examination,
4. The Prime Contractor's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for non-payment of premium, for which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Prime Contractor shall not permit any required insurance coverage to expire during the term of this Contract.
5. Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

2.04 INSURANCE NON-COMPLIANCE

- A. Failure of the Prime Contractor to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of the Owner, will be cause for such action as may be available to Owner under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

2.08 CRIMINAL BACKGROUND CHECKS

Criminal Background Investigation: The selected Contractor shall conduct a criminal investigation of all employees, volunteers, subcontractors and sub-consultants performing

any work who may reasonably be expected to have direct or incidental contact with Housing Authority of the City of Seattle residents, Housing Authority of the City of Seattle staff members, or vulnerable population. In addition, a criminal investigation shall be performed for any person performing work under this Contract who needs special entry into Housing Authority of the City of Seattle buildings, is given temporary use of an Housing Authority of the City of Seattle building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report. In the event a background check provides evidence of a felony conviction within the past seven years, the results of that investigation shall be disclosed to the Housing Authority of the City of Seattle Project Manager. If any person performing work under this Contract is charged with a felony, the selected Contractor agrees, if requested by Housing Authority of the City of Seattle, to replace such person with an individual acceptable to Housing Authority of the City of Seattle.

3) SC PART 10 – MISCELLANEOUS PROVISIONS

NOTICES.

10.10 B Owner's Address. The Owner's address for all Notices, other than those certain submittals described in the next paragraph, shall be:

Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028
Contact Person: Sean Hardgrove,
Email: sean.hardgrove@seattlehousing.org
Fax: (206)615-3484

Submittals of Performance and Payment Bond and Proof of Insurance, and submittal of Prevailing Wage, EEO, Apprentice Utilization, Section 3 Resident Utilization, and WMBE, and Section 3 Business Participation information and reports shall be addressed to:

Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028
Contact Person: Louise Lauff, Senior Contract Administrator
Email: louise.lauff@seattlehousing.org
Fax: (206) 615-3410

10.10 C Contractor's Address. The address of the Contractor for all Notice shall be:

Contact Person: _____
Email: _____
Fax: _____

END OF SECTION 00800

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202

of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute

such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order.

The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall

specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

CERTIFIED PAYROLL AND SOCIAL EQUITY REPORTING

AS NOTED IN THE SOLICITATION MATERIALS, CERTIFIED PAYROLL SUBMITTALS ARE NOT REQUIRED FOR HUD NON-ROUTINE OR THE NON-FEDERALLY FUNDED EXTERIOR WINDOW CLEANING. IF THE REVIEW OF CERTIFIED PAYROLL INFORMATION OR REPORTING OF SOCIAL EQUITY DETAILS IS REQUESTED OR REQUIRED, SHA MAY REQUIRE THE SUBMISSION OF CERTIFIED PAYROLL INFORMATION VIA MyLCM SOFTWARE, DESCRIBED BELOW.

In order to meet the reporting requirements of the Contract documents with regards to certified payroll and social equity reporting, the Contractor will be required to utilize MyLCM, which is a web-based Labor Compliance Software Reporting System. The Contractor and all subcontractors, regardless of tier, will be required to attend Owner provided training and will use MyLCM for the online submission of certified payrolls. In addition, MyLCM will be utilized to generate social equity reports. Contractors will be responsible for accurately reporting their information into MyLCM and making corrections in a timely manner when directed by the Owner.

There is no fee to a contractor to use MyLCM. The contractor can manually enter its payroll data into MyLCM or use a template provided to upload its payroll data. Prior to construction beginning, the administrative staff of the contractor and all subcontractors, regardless of tier, who will be inputting information into MyLCM will be required to complete training on the System.

The Contractor is responsible for the accuracy and completeness of the information input into MyLCM. In addition, the Contractor is responsible for the full compliance of the labor standards provisions applicable to the project for itself, its subcontractors, and all lower-tier subcontractors that have engaged the service of laborers or mechanics on the project.

Submission of Certified Payroll Documentation: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, all certified payroll documentation including but not limited to, payroll reports (for Contractor and subcontractors) for the period covered in the application for payment, and applicable Authorization to Sign Payroll Form must be submitted to the Owner for compliance review.

1. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
2. Submission of Certified Payroll Documentation: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, all certified payroll documentation including but not limited to, payroll reports (for Contractor and subcontractors) for the period covered in the application for payment, and applicable Authorization to Sign Payroll Form must be submitted to the Owner for compliance review.
3. Affidavit of Wages Paid: Prior to the Owner's acceptance of the Contract, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

End of Certified Payroll and Social Equity Reporting

Section 00830 Wage Rate Schedules
Federally-Funded: HUD-Determined Non-Routine

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Agency Name: Seattle Housing Authority 120 Sixth Avenue North Seattle, WA 98109	LR 2000-Agency ID No: WA002A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: May 26, 2016	Expiration Date: December 31, 2017

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, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

<u>/s/ Melanie Hertel</u> HUD Labor Relations (Name, Title, Signature)	<u>5.25.2016</u> Date
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WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Elevator Mechanic	\$46.28	\$27.08
Sheet Metal Worker	\$32.89	\$14.90
Furnace Installer	\$32.89	\$14.90
Roofer	\$22.99	\$14.90
Truck Driver	\$23.42	\$13.30
Laborer	\$22.95	\$13.30
Asphalt Raker	\$21.33	\$13.30
Carpenter	\$34.90	\$14.91
Electrician	\$37.88	\$15.56
Floor Coverer	\$19.78	\$14.84
Glazier	\$34.57	\$14.84
Painter	\$30.42	\$13.93
Low Voltage Technician	\$22.47	\$13.18
Plumber	\$37.88	\$15.56
Tree Arborist	\$28.09	13.30
Landscaper	\$19.61	\$11.57
Fence Installer	\$27.11	\$13.21
Power Equipment Operator	\$23.61	\$15.15
Brick Mason	\$35.66	\$14.77

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and Initial below.)

LR Staff Initial

	FOR HUD USE ONLY LR2000: Log in: Log out:
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Maintenance Wage Rate Determination

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

Agency Name:
**Seattle Housing Authority
120 Sixth Avenue North
Seattle, WA 98109**

LR 2000 Agency ID No:
WA002A

Wage Decision Type:
 Routine Maintenance
 Nonroutine Maintenance

Effective Date:
May 26, 2016

Expiration Date:
December 31, 2017

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, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Melanie Hertel, SLRS
HUD Labor Relations
(Name, Title, Signature)

5.25.2016
Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
continued - Page 2		
Vehicle Mechanic	\$32.98	\$14.49
Engineer	\$34.42	\$14.80
Pest Control Technician	\$30.45	\$13.94
Solid Waste Laborer	\$27.11	\$13.21
Solid Waste Vehicle Mechanic	\$34.12	\$14.59
Solid Waste Worker, CDL	\$33.93	\$14.77
Window cleaner:		
Scaffold	\$15.07	\$4.01
Non-Scaffold	\$14.79	\$4.01
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial

FOR HUD USE ONLY
LR2000:

Log in:

Log out:



PREVAILING WAGE POLICY MEMORANDUM

DATE: April 20, 2011
TO: All Interested Parties
FROM: David J. Soma, Industrial Statistician, Prevailing Wage Program Manager
SUBJECT: HUD Housing Projects – Federal Preemption, The Housing Act of 1937 and 24 CFR 965.101

Policy Disclaimer

This policy is designed to provide general information in regard to the current opinions of the Department of Labor & Industries on the subject matter covered. This policy is intended as a guide in the interpretation and application of the relevant statutes, regulations, and policies, and may not be applicable to all situations. This policy does not replace applicable RCW or WAC standards. If additional clarification is required, the Prevailing Wage Industrial Statistician/Program Manager should be consulted.

This document is effective as of the date of print and supersedes all previous interpretations and guidelines. Changes may occur after the date of print due to subsequent legislation, administrative rule, or judicial proceedings. The user is encouraged to notify the Prevailing Wage Industrial Statistician/Program Manager to provide or receive updated information. This document will remain in effect until rescinded, modified, or withdrawn by the Director or his or her designee.

Although The Housing Act of 1937 and 24 CFR 965.101 exempt contractors from paying state prevailing wage rates, they do not exempt the application of other prevailing wage requirements. In order to determine that an exemption from payment of state prevailing wage rates is appropriate, the Department of Labor & Industries (L&I) must review the specific circumstances that pertain to the project at issue. In order to accomplish this task, L&I requires that contractors provide the relevant information by filing prevailing wage Intent to Pay Prevailing Wages (Intent) and Affidavit of Wages Paid (Affidavit) forms.

For all contracts with a bid due date of May 15, 2011 or later, when a contractor claims an exemption from state prevailing wage requirements on HUD projects, they must file an Intent and an Affidavit for the project. If they claim an exemption based on federal preemption, they must also include with the Intent a statement that the project is exempt from the payment of state prevailing wage rates based on The Housing Act of 1937 and 24 CFR 965.101, and stating that they will pay the workers properly in accordance with Davis-Bacon wage requirements. A similar statement must accompany the Affidavit.

Public agencies, in awarding a contract, must determine whether the contract involves “public work” and communicate that information to prospective contractors and subcontractors in bid specifications and contracts. The law does not allow public agencies to shift this burden upon the contractor or subcontractor. For example, it is insufficient to state, “Contractors shall comply with the prevailing wage law, if applicable.”

Pursuant to RCW 39.12.040, agencies may not make any payments to any contractor or subcontractor who has not submitted an Intent form that has been approved by the Industrial Statistician. Agencies may not release funds retained under RCW 60.28.011 until all contractors and all subcontractors have submitted Affidavit forms that have been certified by the Industrial Statistician. The requirement to submit these forms should also be stated in the contract. Any agency that fails to comply with the provisions of RCW 39.12.040 may be liable to all workers, laborers, or mechanics to the full extent and for the full amount of wages due.

To file Intent and Affidavit forms claiming an exemption from payment of state prevailing wage rates, please complete the downloadable, “fillable” forms located on the L&I Prevailing Wage website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/FormPub/default.asp>. After you complete a form, mail it, with the original signature, to L&I together with your \$40 filing fee for each form. The mailing address is:

Management Services
Department of Labor & Industries
Prevailing Wage Program
P O Box 44835
Olympia, WA 98504-4835

A sample “Exemption” Intent form is attached.

If you have questions about a specific project, please consult with the Industrial Statistician/Prevailing Wage Program Manager for specific answers. The Department is happy to provide guidance on your fact set. Please identify the actual circumstances and describe them in full to the Department. You may contact us by phone: 360-902-5335 or by e-mail at PW1@Lni.wa.gov.



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
 \$40.00 Filing Fee Required

Intent ID # (Assigned by I&T) _____

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwiapub/SearchFor.asp>

Your Company Information		
Your Company Name ABC Contractor		
Your Address 4645 Green Street		
City Rochester	State WA	Zip+4 98579
Your Contractor Registration Number ABxxx*nnnnn	Your UBI Number 600055555	
Your Industrial Insurance Account Number XX-XXXXXXX		
Your Email Address (required for notification of approval) ABCContractor@anyone.net	Your Phone Number (360) 777-7777	

Awarding Agency Information		
Project Name Sylvester Arms Renovation		Contract Number AB-4347
Awarding Agency XXXX Housing Authority		
Awarding Agency Address 10073 Baker Street		
City Olympia	State WA	Zip+4 98502
Awarding Agency Contact Name Mary Smith		Phone Number (360) 999-9999
County Where Work Will Be Performed Pierce		City Where Work Will Be Performed Olympia

Additional Details	
Your Expected Job Start Date (mm/dd/yyyy) 05/30/2011	
Job Site Address/Directions 2938 Sylvester Street, Olympia, WA	
ARRA Funds Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Contract Details		
Bid Due Date (Prime Contractor's) 05/19/2011	Award Date (Prime Contractor's) 05/20/2011	
Total Dollar Amount of Your Contract (including sales tax) or indicate time and materials, if applicable. \$xx,xxx	<input type="checkbox"/> T&M	
Weatherization or Energy Efficient Funds Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Prime Contractor's Company Information	
Prime Contractor's Company Name Able Builders	Prime Contractor's Intent Number 333333
Prime Contractor's Registration Number ABU*xxxx	Prime Contractor's UBI Number 600044444

Hiring Contractor's Company Information	
Hiring Contractor's Company Name Milton Contracting	
Hiring Company's Contractor Registration Number MCC*nnnnn	Hiring Contractor's UBI Number 600033333

Employment Information					
Do you intend to use <u>ANY</u> subcontractors?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will employees perform work on this project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will <u>ALL</u> work be subcontracted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Do you intend to use apprentice employees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Number of Owner/Operators who own at least 30% of the company who will perform work on this project:			<input checked="" type="checkbox"/> None (0) <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)		

Crafts/Trades/Occupations (Do not list apprentices. They are listed on the Affidavit of Wages Paid only. If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Project is exempt from state prevailing wage requirements based on The Housing Act of 1937 and 24 CFR 965.101. Workers will be paid in accordance with Davis-Bacon wage requirements for the following crafts/trades/occupations: [List the trades here consistent with the sample.]			
Brick Masons	4	\$xx.xx	\$xx.xx
Hod Carriers	2	\$xx.xx	\$xx.xx

Signature Block
 I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries

Print Name: ABC Contractor Print Title: Treasurer Signature: _____ Date: 05/23/11

For L&I Use Only
 Approved by signature of the Department of Labor and Industries Industrial Statistician

NOTICE: If the prime contract is at a cost of over one million dollars (\$1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent.
 1700-029-0000 Statement of Intent to Pay Prevailing Wages 03-2011

BE SURE THE FORM IS COMPLETE AND INCLUDES THE HIGHLIGHTED STATEMENT AND A LIST OF THE CRAFTS/TRADES/OCCUPATIONS, WITH APPLICABLE WAGE RATES.

Section 00830 Wage Rate Schedules

**Non-Federally Funded: State of Washington Prevailing Wage
Decision**

Effective Date: 6/16/17

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/12/2017

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	<u>Building Service Employees</u>	Janitor	\$22.84	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Traveling Waxer/Shampooer	\$23.29	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Window Cleaner (Non-Scaffold)	\$24.54	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Window Cleaner (Scaffold)	\$27.33	<u>5S</u>	<u>2F</u>	

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- I. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

- I. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Overtime Codes Continued

3.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and

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Saturday after Thanksgiving Day, And Christmas Day (8).

- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Holiday (10).

- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls

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on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Note Codes Continued

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

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- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

SEATTLE HOUSING AUTHORITY**CONTRACTOR PERFORMANCE EVALUATION PROGRAM****I. POLICY**

The Seattle Housing Authority, through its Purchasing Division, is charged with the responsibility of ensuring that all public construction projects are awarded to the lowest responsive, responsible bidder, and are performed in compliance with the contract documents, and state and federal laws and regulations. The Seattle Housing Authority (SHA) is responsible to the taxpayers to oversee the expenditure of public funds, and to secure the best possible results for that expenditure. To assist the Seattle Housing Authority in evaluating a Contractor's or subcontractor's responsibility, as well as its performance on SHA contracts, the Contractor Performance Evaluation Program has been developed. The implementation of a mandatory, standardized system of evaluating Contractors' and subcontractors' performance is expected to yield consistency, objectivity, fairness, and accountability.

II. PURPOSE

The purpose of the Contractor Performance Evaluation Program is to better assure that Contractors considered for contract award on public construction projects and their proposed principal subcontractors either possess, or will likely possess at the time contract performance is set to begin, all qualifications necessary to successfully complete the project on time. Among other things, the Program is intended to:

- ° Assist SHA in exercising its discretion to determine a Contractor's qualifications and abilities to successfully perform a particular contract.
- ° Provide SHA with a rational basis for determining that a Contractor is or is not responsible, or for approving or disapproving his or her proposed principal subcontractor(s).
- ° Provide Contractors with a means of enhancing their qualifications and reputation by receiving recognition for high standards of performance.
- ° Encourage better working relationships between SHA and Contractors.
- ° Guide SHA in approving or disapproving proposed principal subcontractors on a particular project.
- ° Provide official, verifiable references for Contractors and subcontractors who may be under consideration for award of, or approval on, contracts to be awarded by other public owners.
- ° Provide a history and an assessment of a Contractor's or subcontractor's performance on prior SHA contracts for use in suspension or debarment proceedings.

The Contractor Performance Evaluation Program is not intended to determine whether a Contractor has breached a contract with SHA, or to determine the acceptability of any particular noncompliance with contract requirements.

For purposes of the Contractor Performance Evaluation program, The Seattle Housing Authority is concerned with four major areas relative to a Contractor's or subcontractor's performance on a given project:

- (1) The Contractor's or subcontractor's ability to effectively and efficiently schedule, administer, coordinate, finance, and manage its work and the work of its subcontractors on the project;
- (2) The degree and extent of the Contractor's or subcontractor's cooperation with SHA, its employees and consultants, and the public;
- (3) The Contractor's or subcontractor's initiative in all aspects of its work; and
- (4) The quality of material and workmanship in, and safe and timely completion of, the final product.

To evaluate the Contractor's or subcontractor's success in meeting the above concerns, specific performance criteria have been developed that take into account the effect the Contractor's or subcontractor's performance has had on:

- ° Compliance with contract requirements and applicable laws and regulations;
- ° Project schedule and budget;
- ° Public safety and convenience; and
- ° Increases or decreases in contract administration or consultant workload.

III. PERFORMANCE CATEGORY EVALUATION GUIDE

The Performance Category Evaluation Guide establishes criteria to be used in evaluating the Contractor's or subcontractor's performance in connection with each Performance Category, and describes six Performance Levels, five of which range in ascending order of merit from "Inadequate" to "Superior." The "Standard" Performance Level is considered a baseline; it characterizes the level of acceptable performance normally associated with a reasonably prudent, diligent, and skilled Contractor or subcontractor working on projects of the same general type and size. Both the "Superior" and "Good" Levels characterize performance levels that exceed the baseline; they respectively connote consistent and substantial positive contributions to the overall project. Both the "Deficient" and "Inadequate" Levels characterize levels of performance that fall below the baseline, and respectively connote substantial and serious detriment to the overall project. The "No Evaluation" Level is to be used only where the Contractor or subcontractor had no direct or indirect responsibility for performance.

The six Performance Levels are more specifically described as follows, and the criteria set forth for each shall be applied in evaluating the Contractor's or subcontractor's performance in connection with each of the Performance Categories listed in Section III of the Contractor Performance Evaluation Report:

- A. Superior. To merit an evaluation of "Superior" in any Performance Category, the Contractor or subcontractor must have consistently demonstrated:
 - (1) Command or virtual mastery of the contract documents related to that Performance Category;
 - (2) Performance of the work or activity being evaluated under that Performance Category that always exceeded or surpassed the material requirements of the contract;

- (3) A highly cooperative attitude in dealing with SHA employees, consultants, and the public in connection with that Performance Category, which attitude made a substantial, positive contribution to the project; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner without prompting by SHA staff or consultants.

If the Contractor or subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Good" Level by applying the criteria for that Level.

B. Good. To merit an evaluation of "Good" in any Performance Category, the Contractor or subcontractor must have demonstrated:

- (1) Thorough knowledge of contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category that always met, and often exceeded, the material requirements of the contract;
- (3) A cooperative attitude in dealing with SHA employees, consultants, and the public in connection with that Performance Category, which attitude made a positive contribution to the project; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner with only minimal prompting by SHA staff or consultants.

If the Contractor or subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Standard" Level by applying the criteria for that Level.

C. Standard. To merit an evaluation of "Standard" in any Performance Category, the Contractor or subcontractor must have demonstrated:

- (1) Acceptable knowledge of the contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category that met all material contract requirements;
- (3) A generally cooperative attitude toward SHA employees, consultants, and the public in connection with that Performance Category; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner with only moderate prompting by SHA staff or consultants.

If the Contractor or subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Deficient" and "Inadequate" Levels by applying the criteria for those Levels.

- D. Deficient. To merit an evaluation of "Deficient" in any Performance Category, the Contractor or subcontractor must have demonstrated:
- (1) Marginal knowledge of the contract documents related to that Performance Category;
 - (2) Performance of the work or activity being evaluated under that Performance Category that did not always meet contract requirements, and such failures were not excusable as the sole fault and responsibility of one or more other parties;
 - (3) An occasionally uncooperative attitude toward SHA employees, consultants, or the public in connection with that Performance Category; or
 - (4) Performance of his or her duties in connection with that Performance Category in a moderately unresponsive, inattentive, or dilatory manner, or after frequent or repeated prompting by SHA staff or consultants.
- E. Inadequate. To merit an evaluation of "Inadequate" in any Performance Category, the Contractor or subcontractor must have either: (a) failed to satisfy the criteria listed for the Performance Levels of "Superior," "Good," "Standard," and "Deficient" set out above and did not qualify for treatment under Section III.F below; or (b) must have demonstrated:
- (1) Inadequate knowledge of the contract documents related to that Performance Category;
 - (2) Performance of the work or activity being evaluated under that Performance Category which seldom met the contract requirements, and such failures were not excusable as the sole fault and responsibility of one or more other parties;
 - (3) A seriously uncooperative attitude toward SHA employees, consultants, or the public in connection with that Performance Category; or
 - (4) Performance of his or her duties in connection with that Performance Category in a seriously unresponsive, inattentive, or dilatory manner, or only after frequent prompting by SHA staff or consultants.
- F. No Evaluation. This Performance Level shall be used only in those circumstances where the Contractor or subcontractor had no contractual responsibility, either directly or through its subcontractors, suppliers, or materialmen, for performance related to that Performance Category. Consequently, this Performance Level is generally applicable only to certain Performance Categories in the evaluation of subcontractors.

IV. OVERALL EVALUATION GUIDE

The Contractor's or subcontractor's Overall Evaluation can be determined by placing the Overall Percentage Score calculated on the Contractor Performance Evaluation Report within the numerical ranges of the following narrative ratings in the Overall Evaluation Guide:

- A. SUPERIOR (Overall Percentage Score of 85% or above)

The Contractor or subcontractor exceeded the contract requirements and expectations in most or all of the areas evaluated. The Contractor or subcontractor was extremely or completely knowledgeable regarding contract requirements and applicable laws and regulations. A consistently high level of cooperation, project management, and job site control appreciably contributed to an unusually good result. The Contractor or subcontractor is commended for excellent performance.

B. GOOD (Overall Percentage Score of 75% to 84%)

The Contractor or subcontractor met contract requirements evaluated, and exceeded them in some areas. The Contractor or subcontractor was generally cooperative, and performed his/her work with a minimum of prompting. The results of the performance were very good.

C. STANDARD (Overall Percentage Score of 70% to 74%)

The Contractor or subcontractor generally satisfied the minimum requirements of the contract as evaluated. The Contractor or subcontractor occasionally had to be prompted or reminded of contract requirements, but overall management of the project was good, producing a good result.

D. DEFICIENT (Overall Percentage Score of 55% to 69%)

Even though the project may have been accepted, the Contractor's or subcontractor's performance as evaluated was marginal overall. While the Contractor or subcontractor performed some tasks satisfactorily, most elements evaluated reflected a less than satisfactory response to contract requirements.

E. INADEQUATE (Overall Percentage Score of 54% or below)

The Contractor's or subcontractor's performance as evaluated did not meet minimum contract requirements, or so otherwise detracted from the project as to seriously call it into jeopardy. While the project may have been accepted by SHA, the effort expended by SHA staff or consultants in prompting the Contractor or subcontractor to perform was excessive. The Contractor's or subcontractor's poor or uncooperative performance created serious unnecessary or avoidable difficulties in achieving contract completion.

A Contractor's Overall Evaluation, being based upon an averaged score on a discrete number of Performance Categories, should not be read or interpreted as a measure of whether the Contractor did or did not breach the contract in question. For example, a Contractor who receives an overall Evaluation of "Superior" may have nevertheless breached the contract (1) in an area not evaluated, or (2) within an area or Performance Category actually evaluated but under which, on balance, the Contractor's performance was rated "Superior," "Good," or "Standard."

V. PERFORMANCE EVALUATION REPORTS

In consultation with appropriate SHA staff and consultants, each Contractor Performance Evaluation Report shall be prepared by, or at the direction of, the SHA Project Manager, who will include numerical ratings substantiated, when necessary, by one or more narratives which describe the Contractor's or subcontractor's performance.

Each Performance Category has been assigned its own point range; the point ranges for the various Performance Categories have been weighted to reflect the relative importance of the Performance Categories and their overall impact on SHA projects generally. A larger number of

possible points has been assigned to those elements that typically have a greater impact on the success or failure of a project. The point ranges reflect the dramatic effect either poor performance or very good performance can have on the project, e.g., in terms of workload, budget, schedule, and safety.

Every Contractor Performance Evaluation Report containing Performance Level evaluations of "Deficient" or "Inadequate," and all Overall Evaluations on projects the total cost of which is \$100,000 or more, shall contain one or more narratives which provide details substantiating the evaluations. Narratives may be provided for other Performance Categories as the project manager deems necessary.

Narratives provided with a Contractor Performance Evaluation Report shall be based upon documentation prepared during the life of the project, e.g., project diaries, inspectors' reports, and other pertinent documents. Such documentation shall constitute a major portion of the administrative record to be used for any review, appeal, or litigation that may arise from the evaluation process.

Every Contractor Performance Evaluation Report shall be signed by the project manager's supervisor before a copy of the Report shall be transmitted to SHA's Purchasing Manager, who will subsequently transmit the Report to the Contractor or subcontractor. The Report shall not be considered final until such time as the review/appeal periods described in Section VI of these instructions have been completed.

Generally, only one Contractor Performance Evaluation Report shall be issued, following completion of the contract work. However, in addition to a final Report, one or more interim Reports may be issued at the department's discretion when:

- A contract is of long duration, particularly those in excess of one year.
- An individual charged with primary responsibility for administration of the contract will cease his or her involvement with the project prior to completion of the work.
- Contractor's/subcontractor's performance at 50% completion is deficient or inadequate.

Interim Contractor Performance Evaluation Reports shall be considered to be preliminary and shall be designated as such, and shall be processed administratively in the same manner as a Final Report. A Contractor or subcontractor may request review of an Interim Report by the department director and appeal to the Director of Finance & Administration or his/her designee pursuant to the provisions of Section VI below. All Interim Reports shall be attached to, and considered when preparing, the Final Report.

VI. NOTICE, REVIEW, AND APPEAL

- A. **Notice.** SHA's Purchasing Division shall mail to Contractors and subcontractors a copy of their Contractor Performance Evaluation Report after completion of the Report. A Contractor or subcontractor who is given an Overall Evaluation of "Deficient" or "Inadequate" in connection with a project shall be provided with a copy of the Contractor Performance Evaluation Report via certified mail (return receipt requested).
- B. **Review.** A Contractor or subcontractor who disputes, or is otherwise dissatisfied with, his or her Contractor Performance Evaluation Report may request review of the Report by the department director. The request must be submitted in writing within thirty (30) calendar days of receipt by the Contractor or subcontractor of the Final Contractor

Performance Evaluation Report. The request must also state, with specificity, all bases for the requested review.

The department director shall, upon receipt of a proper and timely request, review the Contractor Performance Evaluation Report and any documentation submitted by the Contractor or subcontractor with his or her request. The department director shall, on the basis of his or her review, issue findings which may affirm, correct, or modify all or any part of the Report. A copy of the findings shall be mailed to the Contractor or subcontractor via registered mail, return receipt requested.

- C. Appeal. Within ten (10) calendar days of receipt by the Contractor or subcontractor of the department director's findings on review, the Contractor or subcontractor may appeal therefrom to the Director of Finance & Administration or his/her designee. Any such appeal shall be in writing, and shall state with specificity the bases or grounds for the appeal.

The Director of Finance & Administration or his/her designee shall review and consider the objectivity, accuracy, completeness, and fairness of the Contractor Performance Evaluation Report, together with the department director's findings, engineers' diaries, job records and other documentation, including such documentation as the Contractor may provide with the appeal.

Upon hearing and review of the department director's findings, the Director of Finance & Administration or his/her designee shall issue a determination and findings which may affirm or modify the Contractor's or subcontractor's Contractor Performance Evaluation Report. The Director of Finance & Administration or his/her designee shall notify the Contractor or subcontractor of its determination and findings by certified mail (return receipt requested).

VII. DISQUALIFICATION FOR WORK ON SPECIFIC PROJECT

The SHA Director of Finance & Administration or his/her designee may determine, from Contractor Performance Evaluation Reports and other public documents relating to the project in question, that a Contractor or subcontractor who has received one or more Overall Evaluations of "Deficient" or "Inadequate" is not qualified or able to successfully perform a specific SHA project and is therefore ineligible for award of that contract.

When, on that basis, the SHA Director of Finance & Administration or his/her designee believes that the low bidder is not qualified or able to successfully perform a project, the Director of Finance & Administration or his/her designee shall notify the low bidder of its intent to award the contract to the next lowest responsive, responsible bidder. At that time, the Director of Finance & Administration or his/her designee shall also inform the Contractor of the date and time the matter of contract award has been scheduled for consideration by the Director of Finance & Administration or his/her designee. Only the Contractor or subcontractor, departmental staff, and counsel will be given an opportunity to address the Director of Finance & Administration or his/her designee on the issue of disqualification prior to the Director of Finance & Administration or his/her designee reaching a decision on the award.

VIII. DEBARMENT OF CONTRACTING FIRM

Upon request of an SHA department director, the Director of Finance & Administration or his/her designee, after hearing and evaluating the evidence, may debar a Contractor or subcontractor from contracting with SHA for a period of up to two years for any of the following reasons:

- A. A Contractor or subcontractor has received overall evaluations of their performance of "Deficient" or "Inadequate" on three or more SHA projects physically completed during the preceding five (5) year period.

- B. A Contractor or subcontractor has abandoned, surrendered, or failed to complete, or failed to perform work on, or in connection with, any SHA contract.
- C. A Contractor or subcontractor has failed to perform work on an SHA contract in accordance with the contract provisions, including among other specifications, those on the quality of workmanship and the timeliness of performance, safety standards, and prevailing wage requirements.
- D. A Contractor or subcontractor has failed to comply to a substantial extent with applicable federal or State law, or with the rules and regulations implementing them.
- E. A Contractor or subcontractor has submitted false or misleading reports or statements to SHA in connection with an SHA contract.
- F. A Contractor or subcontractor has colluded with another to restrain competition.
- G. A combination of any or part of any of the above reasons.
- H. A determination by the Director of Finance & Administration or his/her designee that the performance of a Contractor or subcontractor is such that it would not be in the best interests of SHA to permit the Contractor or subcontractor to work on additional SHA projects.

IX. RELEASE OF INFORMATION

Contractor Performance Evaluation Reports are public documents subject to disclosure to other governments and to the public. Because the Reports and the Overall Evaluations they contain may be used as a basis for contract award and may reflect upon the Contractor's or subcontractor's reputation, care must be taken to assure that only accurate, complete, and current information is released.

A. Final Reports. Contractor Performance Evaluation Reports may be released when:

- (1) The Report becomes final as set forth in Section V of these instructions; or
- (2) SHA has relied upon the Report for the purpose of taking further action with respect to the Contractor or subcontractor; or
- (3) A court has ordered release of the Report.

B. Interim Reports. Interim Contractor Performance Evaluation Reports may only be released when:

- (1) The Contractor or subcontractor has consented in writing to the release; or
- (2) The Contractor or subcontractor has requested and received final administrative review of an Interim Report; or
- (3) SHA has used or relied upon the Interim Report to take action with respect to the Contractor or subcontractor; or
- (4) A court has ordered release of the Report.

- C. Termination for Default and Pending Litigation. In the event that an SHA contract is terminated for reason of the prime Contractor's default, that fact shall be noted only on the prime Contractor's Contractor Performance Evaluation Report. In the event that a Contractor commences suit against SHA, that Contractor's Performance Evaluation Report shall not be released without approval of the SHA General Counsel's office.
- D. Intergovernmental Cooperation. All requests for Contractor or subcontractor references from agencies of foreign, federal, state, or local governments shall be referred to the Purchasing Manager or his/her designee. If such a request is honored, the requesting agency shall be provided with copies of all Performance Evaluation Reports on the Contractor or subcontractor, together with any written objections or refutations filed with the Purchasing Division by the Contractor or subcontractor in connection therewith.

X. INSTRUCTIONS FOR COMPLETING EVALUATION FORMS

The SHA project manager shall first complete Sections I and II, "Contractor Data" and "Project Data."

The project manager shall then evaluate the Contractor's or subcontractor's performance in each of the Performance Categories listed in Section III of the Contractor Performance Evaluation Report and shall assign points for each. In all cases, the first step is to apply the Element Rating Guide to determine the Performance Level of the Contractor's or subcontractor's performance in each Performance Category.

The descriptions provided on the Contractor Performance Evaluation form for each Performance Category will not necessarily match precisely with the Contractor's or subcontractor's actual performance of the task(s) on a given portion of the project.

The project manager should consider the general character of the Contractor's or subcontractor's performance for each Performance Category evaluated and select the Performance Level that most closely matches the actual performance.

Once a Performance Level has been determined for a Performance Category, the corresponding point subrange will be found on the Contractor Performance Evaluation Report form. For example, suppose the project manager applied the criteria in the Performance Evaluation Guide to a Contractor's performance in relation to Performance Category Number 5 (Adherence to plans and specifications as related to quality of the work—94 points possible) and determined that the Contractor's level of performance in that Category was "Good." The corresponding point subrange would be 70-79 points.

The project manager may then, at his or her discretion, assign any number of points within the subrange. To continue the example, suppose the project manager decided that the Contractor's performance in that Performance Category fell just short of "Superior." He or she could assign the Contractor up to 79 points in that Category. Project managers should use only whole numbers within the subrange indicated for each Performance Category. If the Contractor or subcontractor was not responsible for any performance in connection with a given Performance Category, then the Contractor's or subcontractor's evaluation in that Category should be "No Evaluation," and no points should be assigned.

When rating a prime Contractor, the project manager should consider all the work performed by the prime as well as work performed by all subcontractors, since the prime Contractor is contractually responsible to SHA for all of the work under the prime contract, whether or not the prime actually performs the work. A separate Contractor Performance Evaluation Report should be completed for the performance of each major subcontractor to evaluate that portion of the job for which the subcontractor or its subcontractors is responsible. (Rating all subcontractors shall

be at the option of the SHA department; i.e., it may be deemed unnecessary to evaluate a subcontractor whose involvement in the contract work was minimal.)

Comments are always encouraged, and may be written on the reverse side of the Contractor Performance Evaluation Report or on an attachment to the Report.

However, for each Performance Category evaluated as "Deficient" or "Inadequate," the project manager must prepare a written narrative substantiating the facts and circumstances giving rise to the evaluation.

After evaluating the Contractor or subcontractor on Performance Categories listed in Section III of the Contractor Performance Evaluation Report (and assigning points for each Category), the project manager shall total all the assigned points for Section III. The Grand Total Assigned Points will then be divided by the Total Points Possible (i.e., excluding the maximum number of points available for those Performance Categories evaluated as "No Evaluation"). The project manager will calculate the Overall Percentage Score and will enter the appropriate Overall Evaluation on the basis of the following ranges:

Superior	85% and above
Good	75% to 84%
Standard	70% to 74%
Deficient	55% to 69%
Inadequate	54% and below

The project manager shall sign the Report and forward it to the department director or his/her designee for concurrence signature and submission to the Purchasing Manager. The Purchasing Division staff shall then forward signed copies of the completed Report to the Contractor or subcontractor.

If a Contractor Performance Evaluation Report is an Interim Report, the Report should indicate on its face that it is interim, and shall contain the following language:

This Performance Evaluation Report is not the final report on this Contractor on this project. The Contractor may dispute the Report or any part thereof, and need not seek review or appeal until completion and acceptance of the project.

Interim Reports, if issued, shall be attached to the Final Report.

Pending issuance of a Final Report, an Interim Report shall not be released to anyone other than SHA staff employees and the subject Contractor or subcontractor unless: (1) the Contractor or subcontractor has consented in writing; (2) the Contractor or subcontractor has requested and received final administrative review of an Interim Report; (3) SHA has used or relied upon the Interim Report to take action with respect to the Contractor or subcontractor; (4) a court has ordered release of the Report.

END SECTION 00850

Contractor/Subcontractor Performance Evaluation Report

SECTION I: CONTRACTOR DATA	SECTION II: PROJECT DATA
CONTRACTOR: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> PRIME? Y/N SUB? Y/N SUPERINTENDENT: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> PROJECT DESCRIPTION: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> SPECIFIC WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	PROJECT TITLE: <div style="border: 1px solid black; width: 100%;"></div> CONTRACT NUMBER: <div style="border: 1px solid black; width: 100%;"></div> SHA DEPARTMENT: <div style="border: 1px solid black; width: 100%;"></div> SUBSTANTIAL COMPLETION DATE PER CONTRACT: <div style="border: 1px solid black; width: 100%;"></div> SUBSTANTIAL COMPLETION DATE MET (YES / NO): <div style="border: 1px solid black; width: 100%;"></div> FINAL COMPLETION DATE: <div style="border: 1px solid black; width: 100%;"></div> CONTRACT AWARD AMOUNT: <div style="border: 1px solid black; width: 100%;"></div> CONTRACT COMPLETION AMOUNT: <div style="border: 1px solid black; width: 100%;"></div>

SECTION III: PERFORMANCE CATEGORY AND OVERALL EVALUATION

PERFORMANCE CATEGORIES TO BE COMPLETED BY SHA PROJECT MANAGER	NO EVAL	INADE- QUATE	DEFICIENT	STANDARD	GOOD	SUPERIOR	ASSIGNED POINTS
1 EFFECTIVENESS OF ON-SITE SUPERVISION, JOB SITE MAINTENANCE, DELIVERY AND STORAGE OF MATERIALS AND SUPPLIES		0 to 20	21 to 26	27	28 to 31	32 to 38	
2 ANTICIPATION OF PROBLEMS AND MAKING NECESSARY ADJUSTMENTS TO ADAPT TO ALTERED REQUIREMENTS		0 to 10	11 to 13	14	15 or 16	17 to 20	
3 COORDINATION & COOPERATION WITH DEPARTMENT PERSONNEL ON PROJECT MATTERS		0 to 10	11 to 13	14	15 or 16	17 to 20	
4 AVAILABILITY OF RESPONSIBLE REPRESENTATIVES FOR INSTRUCTION & DECISION MAKING		0 to 10	11 to 13	14	15 or 16	17 to 20	
5 ADHERENCE TO PLANS AND SPECIFICATIONS AS RELATED TO QUALITY OF PROJECT WORK		0 to 50	51 to 65	66 to 69	70 to 79	80 to 94	
6 STANDARDS OF MATERIALS		0 to 31	32 to 41	42 to 44	45 to 50	51 to 60	
7 STANDARDS OF WORKMANSHIP		0 to 56	57 to 73	74 to 78	79 to 89	90 to 106	
8 OPTIMUM UTILIZATION OF CONTRACTOR PERSONNEL		0 to 10	11 to 13	14	15 or 16	17 to 20	
9 OPTIMUM UTILIZATION OF CONTRACTOR EQUIPMENT		0 to 17	18 to 23	24 or 25	26 to 28	29 to 34	
10 CONDITION OF CONTRACTOR'S TOOLS/EQUIPMENT		0 to 27	28 to 35	36 to 38	39 to 43	44 to 52	
11 EFFECTIVENESS OF CONTRACTOR'S COORDINATION OF SUBCONTRACTORS AND SUPPLIERS		0 to 10	11 to 13	14	15 or 16	17 to 20	
12 RELATIONS WITH GENERAL PUBLIC, OTHER AGENCIES AND ADJACENT CONTRACTORS		0 to 21	22 to 28	29 to 31	32 to 35	36 to 42	
13 ADEQUACY AND TIMELINESS OF PROGRESS SCHEDULES		0 to 15	16 to 20	21 or 22	23 to 25	26 to 30	
14 ACCURATE AND TIMELY CONTRACT CHANGE ORDER PROPOSAL RESPONSES, PAYMENT SUPPORT DOCUMENTS, REPORTS AND OTHER SPECIFIED DOCUMENTS		0 to 3	4	5	6	7 or 8	
15 EFFECTIVE SCHEDULING AND COMPLETION OF PROJECT WORK AS SCHEDULED		0 to 44	45 to 58	59 to 62	63 to 70	71 to 84	
16 MAINTENANCE OF EMPLOYEE SAFETY STANDARDS		0 to 36	37 to 47	48 to 50	51 to 57	58 to 68	
17 ATTENTION TO PUBLIC SAFETY & TRAFFIC CONTROL		0 to 38	39 to 50	51 to 53	54 to 60	61 to 72	
18 COMPLIANCE WITH ENVIRONMENTAL LAWS, ORDINANCES & REGULATIONS		0 to 21	22 to 28	29 to 31	32 to 35	36 to 42	
19 DILIGENCE IN COMPLETING FINAL (PUNCH LIST) WORK		0 to 26	27 to 34	35 or 36	37 to 41	42 to 50	

	Total Assigned Points:	0
	Total Points Possible (Excluding "NO EVAL" Elements):	0
	Overall % Score:	#DIV/0!
	Overall Evaluation:	#DIV/0!
Evaluated By: _____ (Printed Name and Signature)	Date _____	
SHA Project Manager		
Concurrence By: _____ (Printed Name and Signature)	Date _____	
SHA Supervising Project Manager		
Concurrence By: _____ (Printed Name and Signature)	Date _____	
SHA Department Head		

SEND COMPLETED REPORT TO SHA CONTRACTING MANAGER

SECTION 01100 - SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Work Schedule and Work Hours
 - 3. Work by Owner or under other contracts.
 - 4. Contractor's use of premises.
 - 5. Owner' occupancy requirements.
 - 6. Contractor identification.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Exterior Window Cleaning (Federally- and Non-Federally Funded).
- B. Owner: Seattle Housing Authority, 190 Queen Anne Avenue N, PO Box 19028, Seattle, WA 98109-1028, Phone: 206-615-3300
- C. Contractor: To be determined
- D. The Work includes, but is not limited to: Exterior window at the various locations listed on the Detailed Bid Form.
 - 1. Contractor shall provide all materials, supplies, proper safety equipment, and labor for any SHA property identified on the attachments to the Bid Form.
 - 2. Contractor's Bid will provide total pricing plus pricing for each and all sites noted on the Bid Form and attachments. SHA reserves the right to declare a Bid non-responsive if all pricing is not provided.
 - 3. Contractor shall coordinate with SHA property management and/or maintenance to ensure necessary steps are taken to prepare SHA buildings for window cleaning.
 - 4. Contractor shall completely clean the exterior of all windows, glazing, and glass doors at approximately sixty (60) SHA buildings and approximately fifty-seven (57) SHA scattered sites and administrative buildings.
 - 5. Contractor shall ensure that the exterior window cleaning at any one building will be completed in seven days or less, per the schedule they provide no later than three days following the Notice to Proceed and executed contract.
 - 6. Contractor is required to clean both exterior and interior glass for buildings with overhead glass entries and/or atriums. The list of buildings with overhead entries and/or atriums requiring interior cleaning is noted in Attachment C to the Bid Form. The Contractor is responsible for verifying the inclusion of those various buildings.
 - 7. Contractor shall use an SHA-approved chemical additive to the cleaning water to aid the cleaning process, ensuring that any added cleaning agent will not damage any building or surrounding surfaces.
 - 8. Contractor shall clean all window surfaces individually by hand using methods and employing sufficient equipment to ensure a thorough and complete cleaning.

9. Contractor shall clean exterior windows in a top-to-bottom manner.
10. Contractor shall not be allowed to utilize tucker poles in order to minimize damage to the buildings, windows, and glazing.
11. Contractor shall not use scaffolding for this Work.
12. Contractor will meet the following criteria for acceptably clean windows:
 - a. Windows are completely free of surface grime, dirt, and other foreign substances.
 - b. Windows are dry, and residual water or cleaning products running off the building does not re-soil the windows.
 - c. Windows are free of streaks or other visible indications of the cleaning process.
13. Contractor shall report any incident or claim of damage to the Project Manager with 48 hours or less of the occurrence.
14. Contractor shall take precautions to avoid leaving smudge or scuff marks from workers' shoes or equipment on the light-color painted buildings.
15. Contractor shall meet unique/specific requirements noted on Attachment C to the Bid Form.
16. Contractor is responsible to remove and reinstall all common-area window screens in each building, while SHA is responsible for screen removal and re-installation in the residents' units, as noted on Attachment C to the Bid Form.
17. Contractor must access residents' units at certain buildings to clean the windows, as noted on Attachment C. If residents do not give the window cleaners access, then the windows will not be cleaned.

1.4 WORK SCHEDULE AND WORK HOURS

A. The Exterior Window Cleaning will be coordinated with and approved by SHA. The Contractor will submit for approval to the Project Manager, a written list of the buildings, with a proposed schedule for work within three days after the Notice to Proceed date. The Contractor shall commence work within seven (7) days of the date of the Notice to Proceed, in accordance with the schedule approved by the Project Manager. The Project Manager will make changes to the proposed schedule that are deemed in the best interest of SHA. The window cleaning at any one building will be completed in seven days or less. The work for all buildings will be completed within approximately 120 consecutive calendar days of the date of the Notice to Proceed or by October 31, 2017, whichever date is earlier.

B. The Contractor agrees to perform all work during normal business hours (8:00 a.m. through 5:30 p.m., Monday through Friday). No work will be performed outside normal working hours without prior approval in advance by the SHA. Approval by SHA does not constitute authorization for payment of overtime pay rates by the Owner. The Contractor must follow prevailing wage requirements for overtime pay rates, as noted in this Solicitation.

C. The Contractor will provide a revised schedule to the Project Manager for approval of any schedule changes, providing written notice of at least seven days prior to start of work in each building. A scheduled cleaning can be rescheduled only once. The rescheduled work date must be submitted to the Project Manager for approval no later than one week after original scheduled cleaning date. The Contractor must re-post the building to notify the occupants of the new date.

D. The Holiday schedule for non-working Holidays applicable to this contract work:

Memorial Day	Independence Day	Labor Day
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If Holidays fall on a Saturday, they shall be observed on the preceding Friday; if on a Sunday, they shall be observed the following Monday. For other holiday information, following is a list: New Year's Day (Jan. 1 or closest weekday); Martin Luther King Jr.'s Birthday (3rd Monday in January); Presidents' Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4 or closest weekday); Labor Day (1st Monday in September); Thanksgiving Day (4th Thursday in November); Day Following Thanksgiving Day (4th Friday in November); and Christmas Day (Dec. 25th or observed on closest weekday).

1.5 WORK BY OWNER OR UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors 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.
- B. During the original term and all subsequent renewal terms of the contract resulting from this solicitation, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this solicitation.

1.6 CONTRACTOR USE OF PREMISES

- A. Work Hours: Normal working hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays including the following: 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.
- B. 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.
 - 3. Parking: On-site parking is for residents and SHA staff only. Contractor shall park off-site. The Contractor must confirm public/street parking space availability prior to arrival at each Building per the approved work schedule. SHA staff are not available to resolve parking concerns and will not accept such complications as valid reasons for delays or re-working of the approved schedule.
 - 4. 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 equipment or materials, or placement of debris containers.
 - 5. Deliveries: Schedule deliveries and debris pick-ups (if applicable) to minimize use of driveways and entrances, to minimize space and time requirements for

storage of materials and equipment on-site, and to minimize construction traffic during high-volume bus drop-off and pick-up times. Deliveries to site shall not be permitted without prior approval by, and coordination with SHA staff.

6. Trash: Contractor to provide trash containers for any debris related to this exterior window cleaning effort. Contractor is not to use residential trash containers at the building.

C. Use of the Buildings:

1. Maintain the existing buildings in a weathertight condition throughout the contract period(s). Repair all damage to building interiors/exteriors of buildings and adjacent areas caused by operations. Take all precautions necessary to protect the building and its occupants during the contract site work period. Protect all walkways, driveways and entries from dust and debris during the process of this exterior window cleaning effort. Contractor shall clean daily all dust and debris. Contractor shall cover and protect areas adjacent to work areas from dust and debris.
2. Security: The Owner will issue the Contractor a sufficient quantity of keys and access cards for building access. The Contractor is responsible for safe guarding these keys and cards. The Contractor may not duplicate the keys in any form and shall keep the work area and building secure by ensuring doors are kept closed and locked, especially after leaving a site for the day. The Contractor is responsible for lost keys which may result in building re-keying costs. Only Contractor staff with designated identification, keys, access cards, etc. are allowed on SHA premises. The Contractor is responsible for securing their tools and equipment.

The Owner requires that all keys, badges, or other security access items will be returned by the Contractor at the end of the Contract Time Period (per the Notice to Proceed) or any subsequent Change Order renewal contract time period. If the Contractor fails to return security materials, the Owner reserves the right to withhold payment of invoicing pending resolution of security materials return.

3. 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.
4. Toilets/sanitary facilities: Toilets and sanitary facilities are not available for Contractor use.
5. Elevators: The elevators are available for contractor use during the project, however they also must be available for resident and staff use. Contractor must ensure they do not overload the elevator. The contractor shall install protection for the elevator cab.
6. The Owner will provide electricity and water for Contractor's construction operations.
7. All SHA buildings/sites are Smoke-free Environments: Smoking is not permitted in any SHA building or apartment.

1.7 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Building will be fully occupied and shall be kept in normal operating conditions at all times.
1. Special Precautions: During the Contractor's work, the buildings/sites will continue to be occupied. Protect the health and safety of the occupants at all times, including maintaining use of exit stairways, corridors, and doors. Contractor shall take all necessary precautions to ensure minimal disturbance to residents. Interruption of building access and occupancy 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. Schedule work activities to ensure that the Owner and/or Contractor is able to notify residents at least forty eight hours in advance of the day Contractor will be entering any residential units.
 2. Utility Shut Downs:
No utility shut downs are planned for the exterior window cleaning effort. Any deviation from this plan must be approved by the Owner.
- B. Before Substantial Completion, exterior windows shall be clean and free of debris.
- C. Resident Notification: Contractor shall be responsible for maintaining the resident notification process. Seattle Housing Authority's policy, and law, is that residents be notified 48 hours in advance of any entry into resident units to perform work. SHA will assist the Contractor in this process.
- D. Emergency Contact: Prior to the start of the work, furnish the Owner, in writing, the names and telephone numbers of individuals to be contacted in the event of an out-of-hours emergency.

1.8 CONTRACTOR IDENTIFICATION

Before any on-site work commences, the Contractor agrees to have Seattle Housing Authority identification badges issued to all employees who will be working at the buildings/sites identified herein. 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.

END OF SECTION 01100

SECTION 01770 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout for Exterior Window Cleaning, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Final cleaning (callbacks, if required).

1.2 COMPLETION OF CONTRACT WORK

- A. Preliminary Procedures: Before requesting inspection for determining completion, complete the following.
 - 1. Schedule: Determine that work is complete at all buildings/sites listed on Bid Form, in any Change Orders executed following Contract execution, or the Schedule.
 - 2. Return all badges, access cards, and keys provided by the Owner.
 - 3. Complete final cleaning requirements, as needed or requested.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 - 5. Reinspection: Request reinspection when the Work identified in previous inspections as being incomplete, completed or corrected.
 - 6. Submit a final Application for Payment or invoicing according to instructions in this Solicitation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning as needed or requested, related to Contract work only. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: If required, employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations for the work related to Contract work only before requesting inspection for completion for 2017 work (or subsequent yearly work, if extended via Change Order): Pre-existing conditions are excluded from the following cleaning scope.

- a. Clean Project site, yard, and grounds, in areas disturbed by contract work activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, equipment, and surplus material from Project site.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances produced by contract work.
 - d. Leave Contract Work sites clean.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from sites and dispose of lawfully.

END OF SECTION 01770