

# **REQUEST FOR BIDS (by Fax)**

Date: June 26, 2017	To: Potential Bidders for	SHA Solicitation # <b>4986</b>
The work described below is subject to the conditions described		
SHA Reference No.: 4986  Bell Tower Sewer Line Repair	(Federal Prevailing Wage Federal Wage Decision No. WA170036	
Number of Calendar Days to Complete Work:	For Questions Contact:	Phone No.: (206) 615-3472
42 Calendar Days	Mel Henley	FAX No.: (206) 615-3410  E-mail: mel.henley@seattlehousing.org
Project Description / Scope of Work: See Scop	pe of Work attached.	See Scope of Work below.
PRE-BID SITE VISIT: Tuesday, August 8, 2017 at	t 10:00 AM. Meet at [Bell T	Fower, 2215 1 <sup>st</sup> Ave, Seattle]
<b>DEADLINE FOR QUESTIONS</b> is Thursday, Augus mel.henley@seattlehousing.org	t 10, 2017 no later than 3:0	0 PM. Email your questions to:
BID DUE DATE AND TIME: Monday, August 28, 2 prior to the deadline. Bids received after the deadlin address above.		er is responsible for ensuring that its Bid is received <b>AX YOUR BID TO:</b> (206) 615-3410 or deliver to the
BIDDER ACI	KNOWLEDGES RECEIPT	OF ADDENDA(S) NUMBER(S):
BIDDER MUST COMPLETE THE INFORMATION submit a vendor fact sheet with its bid form. Bidder I If checked, Bidder must complete the attached I	must also submit the require	ed Section 3 forms with its bid form.
Basic Bid Price (without Sales Tax)	Sales Tax on Materia Only (see Attachment A)	
Bidder's Business Name:	Telephone No.:	E-Mail Address:
Address:		City, State, Zip Code:
Business Classification:	Cont	tractor Registration No.:
☐ WBE ☐ MBE ☐ MWBE ☐ Section 3		
Signature:	Date:	Printed Name and Title of Person Signing Bid:
By signing above, the Bidder acknowledges receipt furnish all material and labor and to perform all work following: to have personally and carefully evaluated understanding of the same, including the requirement	described herein for the Bid the Project Description / So	Price noted above. The Bidder also certifies the

### SECTION 011000 - SUMMARY

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General Conditions, Attachment A-Version 2, and other Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Owner's occupancy requirements.
  - 5. Work restrictions.
  - 6. Specification formats and conventions.
  - 7. Permits.
  - 8. Governing Codes and Regulations.
  - 9. Preconstruction Conference.

# 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Bell Tower Kitchen Drain Line Repair
  - 1. Project Location: 2215 1st Ave, Seattle, WA, 98121
- B. Owner: Seattle Housing Authority, 190 Queen Anne Ave. N., P.O. Box 19028, Seattle, WA, 98109-1028
  - 1. Owner's Representative:
    - a. Ricky Phillips, Construction Project Manager.
- C. The Work consists of the following:
  - 1. The Contractor will provide all labor, new materials, permits, and equipment necessary to perform all work. Work will occur in all units that tie into the XX11 four-inch vertical waste line. This work will affect all units in the XX09 & XX11 unit stack. Work will take place in approximately 16-Residential Units. The work includes but is not limited to:
    - a. Removal of upper kitchen cabinets and salvaged/stored for reinstallation.
    - b. Removal of approximately 19-sq.ft of drywall; abatement is required as there is greater than 1% of ACM in the drywall mud. Contractor responsible for abatement and following appropriate procedures for the work required.
    - c. Cutting out for removal, two-inch horizontal cast iron pipe and section of four-inch cast iron pipe where two-inch cast iron ties into four-inch line. This WYE will need to be removed and replaced with new ABS piping. All cast iron piping

- removed shall be replaced with new ABS piping, sized accordingly and coupled onto the existing cast iron pipe with Fernco style no hub couplings.
- d. Install new drywall. Provide a level of finish to the wall that will blend in with the existing adjacent surfaces.
- e. Paint wall of work area. Area of paint to be from above counter top back splash up to ceiling and from a width of corner to corner at area of work; about 48-sq.ft.
- f. Install salvaged upper kitchen cabinets.
- D. Contractor shall field verify all measurements and site conditions.
- E. Contractor will make provisions to protect building, landscaping and vegetation per Owners directive.

### 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single-prime, general construction contract.
- B. The Contractor shall use Prevailing Wage rates when determining bid and for payment purposes to all eligible employees, as required by law.
- C. Sales Tax: charged to Labor & Materials.

### 1.5 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
  - 1. Owner Occupancy: Allow for Owner occupancy of Project site.
  - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Contact the owner for placement location of waste containers and storage materials in the building parking areas. Inspection of asphalt and concrete surface prior to Work and at completion of work will be conducted by owner and contractor. Damage to asphalt from work will be repaired by the Contractor, solely at the Contractor expense, to Owner's satisfaction.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - 3. Parking: parking is available in building parking lot and street on first come first serve basis.

# 1.6 OWNER'S OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. Units will be occupied during construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so

as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

- 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- 3. Kitchen sink will need to be operational by end of each work day.
- 4. Notices to tenants shall be provided to resident units no less than two-business days prior to work starting.

#### 1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 8 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Work in units shall begin after 8:00am. <u>Unit access is not allowed prior to 8:00am.</u>
  - 2. Weekend Hours: No weekend work permitted without owner permission.
  - 3. No work is permitted on Holidays recognized by Seattle Housing Authority as listed below:
    - a. New Year's Day.
    - b. Martian Luther King Jr.'s Birthday.
    - c. President's Day.
    - d. Memorial Day.
    - e. Independence Day.
    - f. Labor Day.
    - g. Thanksgiving Day & Day Following Thanksgiving Day.
    - h. Christmas Day.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

Contract #4986

**Meaning** 

Item

Accepted Reviewed with no exceptions taken to submittal material. See "Submittal'.

Approved Inspected and accepted by the Authority Having Jurisdiction.

Furnish Deliver to the jobsite.

Install To enter permanently into the project and make fully operational.

Provide Furnish and install.

Required As required by code, Authority Having Jurisdiction or contract documents

For the particular installation to be fully operational.

Shown As indicated on the drawings or details.

AHJ Authority having jurisdiction.

Imperative mood and streamlined language are generally used in the Specifications.
Requirements expressed in the imperative mood are to be performed by Contractor.
Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

### 1.9 PERMITS

- A. It is the Contractor's responsibility to obtain all necessary permits and inspections as may be required to perform all aspects of the required work for this project including Right of Way and Street Use. The cost of any such permits and associated fees is to be included in the Contractor's bid amount.
- B. Contractor shall arrange for and supply personnel for inspections of work by all AHJ Inspectors (including building permit inspections) and shall give the inspectors all necessary assistance in their work of inspection as required.

# 1.10 GOVERNING CODES AND REGULATIONS

- A. The work shall be performed in accordance with applicable codes, and regulations. If any conflict occurs between government—adopted laws and drawings and this Specification, the laws are to govern. Nothing in the drawing or these specifications shall be construed to permit work not conforming to the governing laws. The preceding sentence shall not be construed as relieving the Contractor from complying with any requirements of those herein before mentioned governing laws and rules and not contrary to same.
- B. The Contractor is required to be familiar with the details of these standards and any local codes and ordinances as they affect the installation of specific systems. The edition of the appropriate code or standard current at commencement of installation shall govern all installations.

# 1.11 PRECONSTRUCTION CONFERENCE

- A. Attend a pre-construction conference before starting any work at a time agreed upon by both parties. The meeting agenda will be to review responsibilities and personnel assignments.
- B. Agenda: Discuss items of significance that could affect progress, including the following:
  - 1. Construction schedule.
  - 2. Designation of responsible personnel.
  - 3. Use of premises.
  - 4. Parking availability.
  - 5. Storage areas.
  - 6. Equipment deliveries and priorities.
  - 7. Safety procedures.
  - 8. First Aid.
  - 9. Security.
  - 10. Working hours.

END OF SECTION 011000

### PART 1 – GENERAL REQUIREMENTS

#### 1.1 INTRODUCTION

#### A. Section Includes

- 1. The purpose of this section is to define the design approach upon which the mechanical design/build is to base his bid and establish the design criteria, and design submittals, which will be required in the preparation and execution of the design.
- 2. All work under this section shall comply with the requirements of general conditions, supplemental conditions, special conditions, and division 1 general requirements, and shall include all mechanical sections specified herein.

### 1.2 APPLICABLE CODES & STANDARD

- A. Design shall comply with rules and regulations of the following:
  - 2015 Seattle Energy Code (SEC)
  - 2. 2015 International Mechanical code (IMC) with City of Seattle Amendments
  - 3. 2015 International Fuel gas code (IFGC) with City of Seattle Amendments
  - 4. 2015 International Fire code (IFC) with City of Seattle Amendments
  - 5. 2015 Seattle Building Code (SBC)
  - 6. 2015 International Building Code (IBC) with City of Seattle Amendments
  - 7. 2015 Washington State Plumbing Code (WSPC) with City of Seattle Amendments
  - 8. National Fire Protection Association (NFPA)
  - 9. 2008 WAC 296246B Electrical Safety Standards, Administration, and Installation
  - 10. 2014 National Electrical Code (NEC) with City of Seattle Amendments
  - 11. National Electrical Manufacturers Association (NEMA)
  - 12. WA State Underground Damage Prevention Act ('Call Before you Dig') RCW 19.122
  - 13. Federal Americans With Disabilities Act (ADA)
  - 14. All other applicable local jurisdiction amendments.

# 1.3 PROJECT DELIVERY

- A. This project is to be delivered complete. The Plumbing Contractor responsible for all Plumbing systems (referred to herein as the PC) shall use the provided plumbing drawings as diagramic and graphical information. Drawings do not represent exact location of waste lines. PC shall provide information showing actual locations of waste lines and points of connection between new and existing work through as-built drawings at end of project.
- B. The PC is encouraged to provide voluntary alternates beyond the specific scope outlined in this narrative and the accompanying drawings.
- C. The PC will provide bid response that covers the complete scope of work required to deliver a fully functional and code compliant project.
- D. Contractor shall attend design coordination meetings as needed.

- E. The architectural floor plans provided are not final. Pricing shall allow for equipment relocations due to minor interior layout modifications.
- F. Submittals, and shop drawings will be reviewed for conformance with the design build bid package as well as conformance with codes and accepted practice. Discrepancies will be noted for team review prior to acceptance.
- G. Complete equipment and materials submittals shall be provided to the owner in both printed and electronic format per the time schedule issued by the Owner. Submittals shall be complete with all components included, installation manuals, and customized to this project's requirements. All submittals require Owner and design team approval prior to purchase. The project specific equipment model numbers, options, and features are to be clearly marked within the literature. Electronic submittals with original PDF's (avoid scanning) are requested for consultant review. Additionally, conformances with Divison-1 specifications including hard copy requirements apply.
- H. Construction Administration: The selected Contractor will perform construction administration, including RFI responses, attendance at periodic meetings, formal review and approval of shop drawings and submittals, coordination with other trades, preparation of final punchlist.
- I. All work contracted for must be accepted by all applicable inspectors including Site Superintendent, GC Quality Control Personnel, AHJ's, Owner's Representative or their assignees.
- J. Warranty period to extend for one year from date that the owner accepts the work. Warranty not applicable to defective items due to faulty work of subsequent trades.
- K. The PC shall submit final as-built drawings to the General Contractor for submittal to Owner within two weeks of project completion or unless alternative timing is agreed to. Drawings shall be provided in PDF format.
- L. O&Ms: Provide 1 hard copy and 1 electronic copy (PDF) of O&Ms for ALL systems within TWO weeks of substantial completion.
- M. Codes, Permits, Inspections, and Fees:
  - 1. The PC shall obtain all permits and inspections and pay all fees required by State and Local authorities, except as noted.
  - 2. All work and materials shall be in accordance with requirements of all applicable local and state codes, statues, standards and other regulations. Date of regulations shall be as adopted by local authorities at the time of permit intake, unless indicated otherwise.
  - 3. The codes shall be construed as establishing a minimum or base level of requirements. Contract Documents shall not be construed to permit or direct work not in conformance with codes, statues, standards and other regulations. Where provisions of the various regulations conflict with each other, or with the Contract

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**DIVISION 22 - PLUMBING** 

Documents, the more stringent provisions shall be included in contract pricing. Conflict shall be resolved with the Owner and Authorities Having Jurisdiction (AHJ) prior to completing the design.

- 4. Where the Contract Documents call for material or construction of a better quality or higher capacity than required by the codes, statues, standards, and other regulations, the provisions of the Contract Documents shall take precedence over the requirements of the codes and standards.
- 5. Material and equipment within the scope of the UL Testing Laboratory Service shall be listed by the Underwriters Laboratories for the purpose for which they are used and shall bear their listing mark. ETL or CSA shall be allowed if acceptable to the Authorities Having Jurisdiction (AHJs).
- 6. PC shall call for all inspections by the local code authorities when they become due and shall not cover any work until approved by these authorities.

### 1.4 MISCELLANEOUS SCOPE ITEMS:

- A. The structural engineer is responsible for all structural calculations required for the supporting structure for permit intake.
- B. PC shall include structural tie-down calculations for all equipment as required by the 2015 IBC and ASCE 7-05. This will be a deferred permit submittal.
- C. PC is to provide and install fire stopping of all through and membrane penetrations as required by the IBC and other applicable codes. Floor penetrations to include watertight seal.
- D. All ductwork, piping, plumbing, and equipment are to be seismically restrained as required by the 2015 IBC.
- E. All code required access panels in walls and/or ceilings are provided and installed by the plumbing contractor. PC to coordinate required locations and sizes with the architect and GC.
- F. The contractors will provide and install phenolic tags identifying each specific piece of equipment.

# 1.5 COORDINATION

- A. All pipe routing and equipment locations shall be coordinated with full design team including but not limited to architect, interior designer, and acoustical engineer.
- B. No cutting or drilling of joists or beams will occur without Structural Engineer approval.
- C. Cutting, framing, patching and painting of wall, ceiling and floor openings shall be by others.

#### PART 2 - PRODUCTS

### 2.1 PLUMBING SYSTEMS GENERAL

- A. All plumbing products in contact with potable water shall be certified Lead Free and NSF 61/ NSF 372 compliant
- B. All plumbing in areas that contain plenums are to be plenum compatible. No plastic material will be utilized unless noted otherwise.
- C. Plumbing materials are per the materials matrix.
- D. Plumbing is to be insulated per 2012 WSEC requirements.
- E. All plumbing is to be pressure tested in accordance with code and accepted standards.
- F. All isolation valves are to be installed in accessible locations. Plumbing contractor is to provide access panels and coordinate installation by others as required for access to valves.
- G. All fixtures shall be provided and installed to comply with Washington state accessibility codes or per other architectural directions.
- H. All fixtures to be provided and installed to comply at a minimum with Washington state water conservation performance standards and UPC maximum flow rate standards.
- I. All water supply and waste and vent piping shall be secured in place with 3/16" neoprene strips wrapped around the pipe at stud penetrations or point of support to prevent direct contact with framing and resultant rattling and vibration.
- J. Piping and fittings at all water outlets shall be rigidly fastened to structure to prevent movement. Long runs of piping shall be installed with provisions for expansion and contraction.
- K. Run all water lines in warm areas where possible, avoiding exterior walls and blind corners. Where piping is installed in exterior walls, piping shall be run on the warm side (inside) of the building envelope insulation.
- L. P.C. shall provide adequate expansion compensation in accordance with UPC Section 313.2.
- M. All HVAC condensate is provided by the PC. Review HVAC deliverables for fan coils with condensate.

#### 2.2 DOMESTIC WATER PIPING INSULATION

- A. Plumbing insulation shall comply with 2012 Washington State Energy Code. All linear and joining seams are to be permanently adhered and pipe insulation will be fit snugly or flush between framing members. All intersecting angles of insulation are to be cut to properly make a smooth, fully adhered, continuous run of pipe insulation.
- B. Demolish existing insulation on hot and cold water piping in building crawl space and exposed within the residential units (near water heaters, under sinks, etc.)

- C. Install new insulation on all hot and cold water piping exposed in the unit and in the crawl space. See piping insulation schedule for details.
- D. Domestic hot water piping is to be insulated per 2015 WSEC requirements.
- E. All metallic domestic cold water piping is to be insulated with minimum  $\frac{1}{2}$ " fiberglass insulation or equal to prevent condensation.

### PART 3 - EXECUTION

### 3.1 PREPARATION & INSTALLATION

- A. All work contracted for must be accepted by all applicable inspectors including site superintendent, GC quality control personnel, owner's representative or their assigns.
- B. Piping shall be run concealed in all areas
- C. As-builts: provide owner with electronic as-built drawings within two weeks of substantial completion. As-builts will reflect all changes from the construction drawing set and will comply with 2012 Washington State Energy Code project completion requirements. As-builts will also comply with architectural specification sections.
- D. O&Ms: provide 1 hard copy and 1 electronic copy of O&Ms for all systems. O&M's will also comply with architectural specification sections.

# 3.2 TESTING & INSPECTION

- A. The Plumbing Contractor is responsible for all test, balance, and startup of plumbing systems.
- B. All plumbing systems are to be tested by the PC as required by the AHJ and UPC.
- C. All commissioning will be in compliance with the methodologies and practices outlined in the 2015 WSEC C408.
- D. The contractor will be expected to fully participate with the Cx process as part of their base contract. No change orders will be accepted for contractor participation.
- E. The PC will execute all pre functional testing of HVAC systems to identify and resolve deficiencies prior the final testing.
- F. The PC will document deficiencies and provide equipment, materials, and labor necessary to correct deficiencies found during the commissioning process to fulfill contract and warranty requirements.
- G. Owner training will be provided by the installing contractor.

**END OF SECTION** 

#### SECTION 221313 - FACILITY SANITARY SEWERS

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

### 1.2 SUMMARY

- A. This Section includes gravity-flow, non-pressurized sanitary sewerage inside and outside the building, with the following components:
  - 1. Special fittings for expansion and deflection.
  - 2. Corrosion-protection piping encasement.

### 1.3 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

# 1.4 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Non-pressurized, Drainage-Piping Pressure Rating: 10-foot head of water.

# 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.

# PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

# 2.3 PVC PIPE AND FITTINGS

A. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.

### 2.4 NONPRESSURE-TYPE PIPE COUPLINGS

A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.

# B. Sleeve Materials:

- 1. For Concrete Pipes: ASTM C 443, rubber.
- 2. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
- 3. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
- 4. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Shielded, Flexible Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 1. Manufacturers (or approved equal):
    - a. Cascade Waterworks Mfg.
    - b. Dallas Specialty & Mfg. Co.
    - c. Mission Rubber Company; a division of MCP Industries, Inc.
- D. Nonpressure-Type, Rigid Couplings: ASTM C 1461, sleeve-type reducing- or transition-type mechanical coupling molded from ASTM C 1440, TPE material with corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 1. Manufacturers (or approved equal):
    - a. ANACO.

# PART 3 - EXECUTION

### 3.1 EARTHWORK

A. NOT USED

### 3.2 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
  - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
    - a. Shielded flexible or rigid couplings for same or minor difference OD pipes.

# 3.3 PIPING INSTALLATION

- A. General Locations and Arrangements: Location and depth of piping layout has been identified by SHA. Install piping as indicated, to extent practical.
- B. Install piping, gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at minimum slope of 2 percent, unless otherwise indicated.
  - 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
  - 3. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
- F. Clear interior of piping of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

### 3.4 PIPE JOINT CONSTRUCTION

- A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure, drainage piping according to the following:
  - 1. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
  - 2. Join dissimilar pipe materials with nonpressure-type, flexible or rigid couplings.

# 3.5 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains specified in referenced bid drawings.
- B. Make connections to existing piping.
  - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping.

### 3.6 IDENTIFICATION

1. NOT USED

# 3.7 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  - 1. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  - 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems according to requirements of authorities having jurisdiction.
  - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
- C. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

# 3.8 CLEANING

A. Clean interior of piping of dirt and superfluous material. Flush with potable water.

END OF SECTION 221313

# SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

### PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes temporary excavation support and protection systems.

# 1.2 PERFORMANCE REQUIREMENTS

- A. Furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
  - 1. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

#### 1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.

### PART 2 - PRODUCTS

# PART 3 - EXECUTION

# 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
  - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- C. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- D. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

# 3.2 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.

END OF SECTION 315000



# Attachment A, Version 2

(\$35,000 to \$150,000)

# Invitation to Bid (by Fax)

The work described in the Invitation to Bid (by Fax) is subject to the following terms and conditions:

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

- 1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable:
  - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - Electrical Contractor License, if required by Chapter 19.28 RCW
  - Elevator Contractor License, if required by Chapter 70.87 RCW
- 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) <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.

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

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

As part of its compliance with the prevailing wage requirements, the Contractor and, if applicable, subcontractor(s) shall comply with the requirement to submit a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the State of Washington's Department of Labor and Industries. The Owner will notify the Contractor of any special filing instructions that may apply for these forms depending on the funding source(s) of the project.

<u>Bid Bond</u>: SHA does not require a bid guarantee for small works roster construction projects estimated to cost \$150,000 or less.

Insurance: Within seven calendar days of award, the Contractor shall submit to SHA, and maintain throughout the contract, at no expense to SHA, the following insurance coverage at the limits noted (refer to Part 2 of SHA's General Conditions for more details):

- 1. Commercial General Liability Insurance. \$1,000,000 each occurrence, and \$2,000,000 aggregate
- 2. Additional Insured Endorsement Ongoing Operations: The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Contractor. A policy endorsement form CG2010 or equivalent must be provided to Owner as evidence of additional insured coverage.
- 3. Additional Insured Endorsement Completed Operations: The Contractor's CGL insurance shall include the Owner as an additional insured for Contractors Completed Operations by providing additional insured status on the CG2037 endorsement, or by an equivalent policy or endorsement provision. The Contractors Completed Operations additional insured status for the Owner shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by the
- 4. Employers Liability policy or Washington Stop Gap Liability insurance endorsement: \$1,000,000 each accident
- 5. Workers Compensation coverage.
- 6. Commercial Automobile Liability Insurance. \$1,000,000 combined single limit coverage
   7. Pollution Liability Insurance: \$1,000,000 combined single limit coverage, if the work involves handling or disposal of asbestos, lead-based paint, contaminated soil, or other hazardous materials.

Performance & Payment Bond Requirements: Within seven calendar days of award, the Contractor shall submit to SHA, in accordance with Section 2.04 of the General Conditions, a Performance and Payment bond. Failure to furnish a Performance and Payment bond within the time specified may render the Contractor ineligible for the contract. The SHA may then either award the contract to the next lowest responsible bidder or solicit new bids.

Retainage Requirements: SHA requires retainage to be withheld for small works roster construction projects costing \$35,000 or more.

Tax Exempt Status of SHA: Pursuant to State law (RCW 35.82.210), SHA is exempt from paying sales tax when it obtains goods and services directly from the Contractor. The Contractor must pay sales tax on materials purchased for this job, and SHA will reimburse the Contractor for such taxes. SHA does not pay sales tax for labor and services performed.

Protests: Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: http://seattlehousing.org/business/guidelines/pdf/Procurement\_Policies.pdf

**General Conditions:** SHA's General Conditions are hereby incorporated by reference and made a part of this Request for Bid (by Fax) and any subsequent contract or purchase order executed for this work as if fully included herein. If the event of any discrepancy between the terms of this Attachment A and the General Conditions, the terms of the General Conditions shall apply, except that the types and amounts of insurance specified above, and the waiver of the Contract Bond and withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing the following Internet Web site address:

http://seattlehousing.org/business/guidelines/pdf/Construction\_Contract\_General\_Conditions.pdf, or upon request, a copy of the General Conditions may be obtained by calling SHA at (206) 615-3379.

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

http://seattlehousing.org/business/guidelines/pdf/Performance Evaluation Program.pdf.

Section 3: 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 (MSA) covering King, Snohomish, and Pierce counties. Each bidder is required to submit with its Bid a Section 3 Resident Employment Plan that will result in hiring Section 3 residents to perform the

work contemplated by this solicitation, and a Section 3 Business Certification form. Failure to complete these forms may render a bid non-responsive.

- A. <u>Selection Preference for Section 3 Businesses:</u> If a bidder claims to be a Section 3 business on the Section 3 Business Certification form required to be submitted with its Bid, and the Bid of the Section 3 business exceeds the low bid by no more than 10%, SHA will conduct an investigation whether the business qualifies as a Section 3 business, and SHA may 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 SHA 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:
  - At least 51% of the business is owned by Section 3 qualified persons who live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
  - 2. 30% or more of the business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
  - 3. 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 necessary support documents describing how the subcontracting commitment will be met. SHA will evaluate the plan and documents submitted and determine whether it is likely the bidder will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The bidder's failure to fulfill the Section 3 subcontracting commitment shall be a material breach of contract which may result in SHA 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 SHA may incur as a result of the bidder's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the bidder ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.
- B. <u>Section 3 Contract Language:</u> The following language regarding Section 3 will be included as part of the contract to be executed based on this solicitation.
  - 1. 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, I 2 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.
  - 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.
  - 3. 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 contractors 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.

- 4. 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 subcontractor 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.
- 5. 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 contractors obligations under 24 CFR part 135.
- 6. 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.
- 7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8. If the Contractor is a Section 3 business and was awarded the contract by SHA based on the Section 3 business preference requirements of the invitation to bid for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Contractor agrees to meet the Section 3 subcontracting commitment. Failure of the Contractor to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in SHA 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 SHA may incur as a result of the Contractor's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Contractor ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.



# **VENDOR FACT SHEET**

**Return this Form TO**: Seattle Housing Authority, Purchasing Division, ATTN: <u>Mel Henley</u>

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.					DE Vendor No.				
Mailing Address for Pa	yments:					_			
City:		State:		Zip Code	e:	Ē-M	fail Address:		
Telephone No.:			Fax No.:				DUNS No.:		
Washington UBI No.: City of Seattle Business License No.: Washington Contractor's License No.:			s License No.:						
President/General Mar				ucts and/o	or services offer	red:			
Type of Organiza									
Individual	Sole Propi		Partners		Corporation		Governmenta	al Agency	Other
Employee Tax ID No. (	TIN) or Socia	al Securit	ty No. (if Indi	vidual):					
Substitute IRS Fo	orm W-9 C	ertific	ation:						
Under penalties of identification number withholding, or (b) withholding as a result no longer subject to Internal Revenue Scertifications requi	perjury, I hober, <u>and</u> that I have not esult of a facto backup voervice doeired to avoi	nereby of at I am r been no ailure to withholo es not re id backu	certify that not subjec totified by to report all ding, <u>and</u> I equire you tup withhol	ct to bac the Inter interest I am a U ir conse	ckup withhold rnal Revenue t or dividends J.S. person (ir	ding Ser s, or nclu	because: (a rvice (IRS) th r (c) the IRS iding a U.S. i	a) I am exe hat I am s has notifi resident a	empt from backup ubject to backup ied me that I am alien). <i>Note:</i> The other than the
SIGN Signa HERE→	ture of U.	S. Pers	son						Date
Ownership Status	s (check a	all that	apply):			R	acial/Ethnic	c Status	(check one):
	ty-Owned Browned Brown	usiness usiness -Owned ness En HUD S gton Stat	s Enterprise s Enterprise I Business Enterprise) Section 3 Bate Office of	Enterpris  Business  Minority	s and Women's		Caucasia African Ai Native An Hispanic	an (1) merican (2 merican (3) American cific Ameri	2) ;) (4)
<b>Method of Contract Payments:</b> 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.									
	nerica. Unle		ments is th	nrough a	an electronic v	virtua			y SHA's e-payables
	nerica. Unle		ments is th	nrough a	an electronic v	virtua			y SHA's e-payables
issuance of a contra	nerica. Unle act.	ess SHA	ments is th A grants a v	nrough a	an electronic v	virtua		ment form	y SHA's e-payables

#### **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.

<u>Substitute IRS Form W-9 Certification:</u> 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 "<u>and</u>" 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 <a href="https://www.irs.gov">www.irs.gov</a>.

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: <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> 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.

<u>Contract Payments:</u> Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America epayables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: <a href="www.bankofamerica.com/epayablesvendors">www.bankofamerica.com/epayablesvendors</a>. 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.

<u>Small Businesses:</u> 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.

- <u>WMBE:</u> 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.
- <u>Small Business:</u> 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.
- <u>HUD Section 3 Business:</u> 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.

<u>Section 3 Business Criteria:</u> 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.

	Date Signed:
Title:	
<u> </u>	
	Title:

<u>Note:</u> 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.

# 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?
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?
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.

#### 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:

City, State, Zip:	
PRINCIPAL(S) Name(s) Title(s)	
1	
2	
3	
4	
5	

Contractor's Signature	Printed Name	Title	Date

<u>NOTE:</u> 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: <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> and <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/porta

#### 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:	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 u	nderstand that the
Seattle Housing Authority (SHA) relies on this certification and I unders	tand 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

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

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

Please contact Mel Henley at 206-615-3472 or by e-mail at <a href="mel.henley@seattlehousing.org">mel.henley@seattlehousing.org</a> if you have any questions regarding compliance with this requirement.

# For-Profit Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this "Certifications and Assurances" form certifying that they will comply with the specific federal requirements described below. The parties who must sign a "Certifications and Assurances" form are defined below:

- <u>Subgrantees:</u> These are for-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.
- <u>Contractors</u>: This includes any for-profit contractor, consultant, service provider, or supplier that the Housing Authority contracts with for goods or services on any HOPE VI project.

<u>Certification and Assurance</u>: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and for-profit Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

<u>WARNING:</u> Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Seattle Housing Authority Attn: Mel Henley, Purchasing P.O. Box 19028 Seattle, WA 98109-1028

# Contract No. 4986

# CONSTRUCTION AND MAINTENANCE SERVICES

for

# **Bell Tower Drain Line Replacement**

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

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

- The Contractor's response to the Request for Bids (by Fax) (attached)
- Attachment A, version 2 (attached)
- Technical scope of work included as part of the Request for Bids (by Fax)
- Owner's General Conditions
- Prevailing wage rates as established in General Decision Number dated (attached)

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

Base Bid	\$
Additive No.(s)	\$
Deductive No.(s)	\$
Subtotal	\$
Sales Tax	\$
Contract Sum	\$

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

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

	Seattle Housing Authority 190 Queen Anne Avenue North P.O. Box 19028 Seattle, WA 98109-1028	
Ву:	 By:	
	Contracts & Procurement Manag	

WAGE RATE SCHEDULE

General Decision Number: WA170036 07/21/2017 WA36

Superseded General Decision Number: WA20160036

State: Washington

Construction Type: Building

County: King County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication	Date
0	01/06/2017	
1	01/13/2017	
2	02/03/2017	
3	02/17/2017	
4	03/03/2017	
5	03/10/2017	
6	05/19/2017	
7	06/02/2017	
8	06/16/2017	
9	07/07/2017	
10	07/21/2017	

ASBE0007-002 06/01/2017

ADDE0007-002 00/01/2017		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 32.86	15.37
BRWA0001-011 06/01/2016		
	Rates	Fringes
Bricklayers, Caulkers	.\$ 38.24	15.57
CARP0770-020 06/01/2016		
	Rates	Fringes
CARPENTER (Acoustical		
Installation)	.\$ 40.92	14.59

CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud

14.59 Installation) .....\$ 40.92 14.59 MILLWRIGHT....\$ 42.42 14.59 PILEDRIVERMAN.....\$ 41.17

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Olympia Bellingham Bremerton Anacortes Seattle Auburn Shelton Renton Yakima Aperdeen-Hoquiam Tacoma Wenatchee
Ellensburg Everett Port Angeles
Centralia Mount Vernon
Chelan Pt. Townsond

Zone Pay:

0 -25 radius miles Free 26-35 radius miles \$1.00/hour 36-45 radius miles \$1.15/hour 46-55 radius miles \$1.35/hour Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free 26-45 radius miles \$ .70/hour Over 45 radius miles \$1.50/hour

ELEC0046-006 02/06/2017

Rates Fringes ELECTRICIAN.....\$ 47.56 3%+19.31

ELEC0046-007 02/06/2017

Rates Fringes ELECTRICIAN (Alarm Installation Only).....\$ 31.67 3%+12.45 ELECTRICIAN (Low Voltage Wiring Only).....\$ 31.67

ELEV0019-005 01/01/2017

Rates Fringes

ELEVATOR MECHANIC.....\$ 50.82

31.585

#### FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

# ENGI0302-019 06/01/2017

		Rates	Fringes
Power equip	oment operators:		
Group	1A	\$ 41.90	19.20
Group	1AA	\$ 42.52	19.20
Group	1AAA	\$ 43.13	19.20
Group	1	\$ 41.29	19.20
Group	2	\$ 40.76	19.20
Group	3	\$ 40.29	19.20
Group	4	\$ 37.70	19.20

# POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler; Concrete Pump; Outside Hoist (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000

lbs with attachments; Bobcat; Rigger/Bellman

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IRON0086-010 07/01/2016

Rates Fringes

IRONWORKER (Reinforcing,

Structural and Ornamental).....\$ 40.52 24.71

LABO0242-002 06/01/2017

#### ZONE 1:

	Rates	Fringes
LABORER  GROUP 2	\$ 35.54 \$ 36.41	10.99 10.99 10.99 10.99
ZONE DIFFERENTIAL (ADD TO ZONE ZONE 2 - \$1.00	1 RATES):	

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

 ${\tt ZONE}$  2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

# LABORERS CLASSIFICATIONS

# GROUP 2: Flagman

ZONE 3 - \$1.30

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Grade Checker; Gunite; Pipe Layer; Vibrating Plate

# GROUP 5: Mason Tender-Brick

\_\_\_\_\_

\* PAIN0005-029 07/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER		17.43
D7 TNOODE 020 07/01/2012		

PAIN0005-030 07/01/2013

Rates Fringes

Painters: Parking Lot and Highway Striping Only	\$ 28 00	14.33	
	20.00	14.33	
* PAIN0005-031 07/01/2017			
	Rates	Fringes	
PAINTER (Including Brush, Roller, Spray and Prep Work)	\$ 29.75	11.58	
* PAIN0188-005 07/01/2017			
	Rates	Fringes	
GLAZIER	\$ 43.24	17.16	
* PAIN1238-002 07/01/2017			
	Rates	Fringes	
SOFT FLOOR LAYER (Including			
Vinyl and Carpet)	\$ 30.82	16.56	
PLAS0528-002 06/01/2017			
	Rates	Fringes	
PLASTERER	\$ 38.10	16.34	
PLAS0528-004 06/01/2017			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER.	\$ 40.52	16.54	
PLUM0032-009 01/01/2017			
	Rates	Fringes	
DIDEELEMED	7 ( <del>70</del> ) (7 (7 (7 (7 (7 (7 (7 (7 (7 (7 (7 (7 (7	23.03	
PIPEFITTER PLUMBER (Including HVAC Pipe		2007-01-28-20x	
Installation)REFRIGERATION MECHANIC		22.28 22.79	
ROOF0054-008 01/01/2017			
	Rates	Fringes	
ROOFER (Includes Roof Tear			
Off, Waterproofing, and Installation of Metal Roofs)	\$ 33.32	14.17	
SFWA0699-006 07/01/2017			
	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers)	\$ 48.47	25.52	

#### SHEE0066-023 06/01/2016

Rates Fringes Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....\$ 48.17

\* TEAM0174-005 01/01/2017

Rates Fringes

Truck drivers:

ZONE A:

GROUP 2:.....\$ 34.13 18.57

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates. ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows: LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing. LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit." LEVEL A: +\$.75 per hour - This level utilizes a fullyencapsulated suit with a self-contained breathing apparatus or a supplied air line.

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

# SUWA2009-024 05/22/2009

	- 1	Rates	Fringes
LABORER:	Driller\$	17.17	5.36
LABORER:	Irrigation\$	11.58	0.00
LABORER:	Landscape\$	9.73	0.00
	Overhead Door	22.31	3.44

OPERATOR:	Backhoe\$	29.95	7.20
OPERATOR:	Mechanic\$	24.33	4.33
ROOFER: Me	etal Roof\$	24.30	4.05
TILE SETTER	R\$	18.72	3.35
TRUCK DRIVE	ER: Dump Truck\$	27.43	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

# Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

# Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

# WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION