



REQUEST FOR BIDS (by Fax)

Date: 3/29/18		To: Potential Bidders for SHA Solicitation #5063	
The work described below is subject to the conditions described on Attachment A, version 1 <input type="checkbox"/> version 2 <input checked="" type="checkbox"/>			
SHA Reference No.: 5063	(Federal Prevailing Wages) Federal Wage Decision No.: Residential: WA180116 Mod 2, 2/23/18 (Cedarvale) & Building: WA180036 Mod 2, 3/16/18 for Jefferson Terrace	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule:
Number of Calendar Days to Complete Work: 45 calendar days	For Questions Contact: Ricky Phillips	Phone No.: (206) 615-3530	FAX No.: (206) 615-3539
		E-mail: ricky.phillips@seattlehousing.org	
Project Description / Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. <input type="checkbox"/> See Scope of Work below.			
PRE-BID SITE VISIT: April 12, 2018 at 9:00 AM. Meet at Cedarvale Village, 11219 Roosevelt Way NE, Seattle, WA 98125, then proceed to 800 Jefferson St (Jefferson Terrace) by approximately 10:30 a.m.			
DEADLINE FOR QUESTIONS is April 16, 2018 no later than 1:00 PM. Email your questions to: louise.lauff@seattlehousing.org			
BID DUE DATE AND TIME: Thursday, April 26, 2018 by 1:00PM. The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered. FAX YOUR BID TO: (206) 615-3410 or deliver to the address above.			
BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S): _____			
BIDDER MUST COMPLETE THE INFORMATION BELOW. In addition, if bidder has never done business with SHA, it must submit a vendor fact sheet with its bid form. Bidder must also submit the required Section 3 forms with its bid form. <input type="checkbox"/> If checked, Bidder must complete the attached Detailed Bid Price Form and provide the total bid price below.			
Basic Bid Price (without Sales Tax)	Sales Tax on Materials (see Attachment A)	Total Bid Price (with Sales Tax)	
Bidder's Business Name:	Telephone No.:	E-Mail Address:	
Address:		City, State, Zip Code:	
Business Classification: <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> MWBE <input type="checkbox"/> Section 3		Contractor Registration No.:	
Signature:	Date:	Printed Name and Title of Person Signing Bid:	
By signing above, the Bidder acknowledges receipt of Attachment A and any addenda issued for this project, and proposes to furnish all material and labor and to perform all work described herein for the Bid Price noted above. The Bidder also certifies the following: to have personally and carefully evaluated the Project Description / Scope of Work and Attachment A, and to have a clear understanding of the same, including the requirement to pay prevailing wages.			
SHADED AREA FOR USE BY SHA ONLY: Use this form only for projects estimated to cost less than \$150,000			
Required Number of Bids to Solicit for Federally Funded projects: Less than \$2,000: 1 bid \$2,001-\$150,000: 3 bids			
Required Number of Bids to Solicit for Non-Federally Funded projects: Less than \$10,000: 1 bid \$10,001-\$150,000: 5 bids			
See Purchasing policies for solicitation of projects \$150,000 and above.			

Cedarvale Village OOH Provided Weatherization Benefits

City of Seattle Office of Housing has established a project for Cedarvale Village to perform Weatherization Upgrades to the tenant buildings on the property. These upgrades will include the following:

- 1) Attics: Air seal penetrations in attic areas. Correct distribution of existing insulation placement and add additional blow-in to meet current R-Value code with new baffles at eaves. Replace existing flexible bath fan exhaust ducting and make positive connection to roof exhaust jack. Current ducting is undersized and improperly installed causing the existing Panasonic Whisper Lite 24/7 fans w/ motion sensor, to under perform.
- 2) Crawl spaces: Replace existing vapor barrier. Remove floor insulation and install new, fiberglass batts to increase insulation R-Value. Air seal wire and plumbing penetrations through floor. Provide new crawl space access doors/covers to prevent access for rodents.
- 3) Dense-pack exterior walls with blown in insulation to increase insulation R-Value in exterior walls.
- 4) Install DHP system to lower level of unit to service living room area.
- 5) Install Heat Pump Water Heater system
- 6) Install Energy Recovery Ventilator (ERV) to assist unit ventilation and air movement. We noticed the units we entered were consistently stuffy, humid, and warm; perfect conditions for unwanted organic growth.
- 7) Provide and install new weather stripping at front entry doors.

With the listed work above, Office of Housing will be providing approximately \$437,307.00 worth of energy efficiency upgrades to the tenant units. With SHA taking the responsibility for the abatement of the insulation on the water pipes, this will allow Office of Housing to come in a perform these beneficial upgrades to the tenant buildings.

Cedarvale Village & Jefferson Terrace– Abatement of Asbestos Containing Materials
(ACM) on Water Pipes in Building

Project will be divided into two phases. Cedarvale Village will be Phase-1 of the Contract. Jefferson Terrace will be Phase-2 of the Contract.

Phase-1 Cedarvale Village

Existing Conditions

Cedarvale Village Property consists of six / two-story buildings, and a total of 24-residential units. Four of the buildings consist of four-tenant units, one building consists of three-tenant units, and one building consists of five-tenant units. Crawlspace accesses are located at exterior of buildings and are kept locked by Seattle Housing Authority Property Management Staff.

Accesses will be unlocked when work starts.

- Limited contractor parking on site.
- Crawlspaces currently have a vapor barrier installed.
- Existing water pipes are galvanized with fiberglass insulation on the pipes. Insulation at galvanized elbow pipe fittings and where pipe penetrates through the floor to interior of unit have asbestos containing material that needs to be abated.
- Some ACM wrapped fittings are located above the existing batt insulation in the floor-joint bay. Some of the ACM wrapped fittings are located where the water pipes penetrate through the subfloor.
- No smoking allowed on property by Contractor or Subcontractors.
- All building dimensions **must** be field verified by contractor. Do not scale plans.
- All quantities of materials to be replaced or altered **must** be field verified by contractor.
- Understand that all work items listed in this document as well as the plans and specifications are all-inclusive and are complete systems.
- **Units will be occupied at all times during construction.**

Scope of Work

Work performed under this contract will include the removal of all asbestos containing material in the crawlspace area under all six-buildings. Awarded Contractor will be responsible for furnishing all labor and materials necessary to perform the abatement of asbestos containing materials (ACM) of pipe insulation. Under partial site assessment, it was determined that there are approximately 150 ACM insulation wraps under each building, approximately 900-ACM wrapped fittings throughout the property.

Description of Work

Asbestos remediation work shall comply with the requirements stated in attached Division Section 028200. Awarded Contractor bid shall include but not be limited to the following:

1. Remove up to two-linear feet of ACM insulation from approximately 900-galvanized water pipe fittings.
 - a. Approximately 150-locations per building.
2. ACM abatement shall utilize glove bag method.
3. Coordinate with Owner if water line(s) shut down is necessary before abatement activity begins.
4. Disposal of ACM and other related general debris associated with the work shall be included in this contract.

Cedarvale Village & Jefferson Terrace– Abatement of Asbestos Containing Materials (ACM) on Water Pipes in Building

5. Asbestos air samples and clearance tests shall be included in contract.
6. Tax on Labor shall be included in contract.
7. Permits fees shall be included in contract.
8. Bond fees shall be included in contract.
9. Replacing insulation on pipes is not in contract.

Phase-2 Jefferson Terrace

Building Description

Jefferson Terrace is a 300-unit, 17 story high rise building owned by Seattle Housing Authority (SHA) serving low income residents in north Seattle in downtown Seattle.

Scope of Work

Furnish materials and labor proposal to perform removal of asbestos containing materials (ACM) of pipe insulation in preparation of valve replacement in an occupied building.

Description of Work

10. Remove 2 to 3 LF of ACM insulation from approximately 150 valves.
 - a. 70 valves on Floor 1 east and west utility access.
 - b. 80 valves on Roof.
11. ACM abatement shall utilize glove bag method.
12. Coordinate with Owner water line(s) shut down before abatement activity.
13. Disposal of ACM and general shall be included in contract.
14. Asbestos air samples and clearances shall be included in contract.
15. Tax on Labor shall be included in contract.
16. Permits fees shall be included in contract.
17. Bond fees shall be included in contract.
18. Reinsulation of pipes is not in contract.

East and West Utility Access Valve images (typical)



Cedarvale Village & Jefferson Terrace- Abatement of Asbestos Containing Materials (ACM) on Water Pipes in Building

Jefferson Terrace ACM Insulation Abatement

Roof Valve images (typical)



PART I GENERAL

1.01. DESCRIPTION OF WORK

A. The work requires the disturbance, demolition, removal, and/or disposal of the following asbestos-containing material (ACM) from the Seattle Housing Authority (SHA) Cedarvale Village, located at 11219 Roosevelt Way, in Seattle, Washington; as shown on the drawings and as specified herein:

1. ACM insulation wrap on Domestic water piping located in the crawl space area of all six buildings.

B. Not all ACM present will be removed by this project. Only ACM in the impacted areas will be removed by this project. Refer to Hazardous Materials Removal Drawings and the Contractor's approved work plan for removal and disposal procedures.

C. In accordance with Federal, State, and local regulations, a "Good Faith Asbestos Inspection" was conducted on the suspected insulation materials at Cedarvale Village and a copy of the report of that inspection is included as an appendix to this section.

1.02. SPECIAL PRECAUTIONS

A. This project is anticipated to be accomplished with the building occupied.

B. It is anticipated that the project will take place while the building is occupied by residents and staff.

C. Special precautions will be required to isolate the asbestos work within the impacted area from the un-impacted areas of the building.

D. Only workers with training in accordance with WAC 296-62-07722 under the supervision of a certified asbestos supervisor are approved to do this work. They are required to use wet methods, accomplish prompt clean-up of any debris, have appropriate respiratory protection, and an exposure assessment.

1.03. RELATED WORK SPECIFIED ELSEWHERE: Conform to General conditions, Supplementary Conditions, the Modifications thereto, and Division 1- General Requirements.

A. Project Manual

B. Project Drawings

1.04. DEFINITIONS AND ABBREVIATIONS: Definitions and abbreviations pertaining to asbestos removal and disposal are provided in the regulations, codes, and standards listed in Paragraph 1.5 of this Section.

1.05. Hazardous Materials Consultant – Not Used.

1.06. APPLICABLE PUBLICATIONS

A. General Requirements: All work shall be done in compliance with the publications listed in this section as well as all Occupational Safety and Health Standards, the Uniform Building Code, Uniform Plumbing Code, Uniform Fire Code, the National Electrical Code, and as specified herein.

B. Title 29 CFR Part 1910 - General Occupational Safety and Health Standards

Subpart E. Means of Egress

Subpart I. Personal Protective Equipment

Subpart Z. Toxic and Hazardous Substances

C. Title 29 CFR Part 1926 - Safety and Health Regulations for Construction
Subpart C. General Safety and Health Provisions
Subpart D. Occupational Health and Environmental Controls
Subpart F. Fire Protection and Prevention
Subpart Z. Toxic and Hazardous Substances
Section 1926.1101 Asbestos

D. Title 40 CFR Part 61 - Environmental Protection Agency Hazardous Air Pollution
Subpart A. General Conditions
Subpart M. National Emission Standard for Asbestos

E. Title 40 CFR Part 763 - Environmental Protection Agency
Subpart E. Asbestos-Containing Materials in Schools
Subpart F. Friable Asbestos-Containing Materials in Schools
Subpart G. Asbestos Abatement Projects

F. Title 49 CFR 100-180 and 382 - Department of Transportation

G. Public Law 101-637 - Asbestos School Hazard Abatement Reauthorization Act

H. Federal Standard 313B - Material Safety Data Sheets

I. American National Standard Institute (ANSI)
Z9.2-79 Local Exhaust Systems
Z87.1-89 Eye and Face Protection
Z88.2-80 Practices for Respiratory Protection

J. International Fire Code Institute
Uniform Fire Code (UFC) (2015 UFC Standards)

K. National Fire Protection Association (NFPA)
NFPA 701 (2015) Fire Tests for Flame-Resistant Textiles and Films

L. State of Washington Administrative Codes
WAC 173-303 Dangerous Waste Regulations
WAC 173-400 General Regulations for Air Pollution Sources
WAC 296-62-054 Hazard Communication
WAC 296-62-071 Respiratory Protection
WAC 296-62-077 Part I-1-Asbestos, Tremolite, Anthophillite and Actinolite
WAC 296-62-145 Confined Spaces
WAC 296-62-300 Hazardous Waste Operations and Emergency Response
WAC 296-65 Safety Standards for Asbestos Removal and Encapsulation
02 82 00-2
WAC 296-155 Safety Standards for Construction Work

M. WISHA Regional Directives (Washington State Department of labor and Industries {L&I})
WRD 23.30 Asbestos-Containing Joint Compound in Wallboard Systems

N. State of Washington Statutes
RCW 40.17 Industrial Safety and Health Act
RCW 70.105 Hazardous Waste Management Act
O. Puget Sound Clean Air Agency
Article III, Regulation 4 - Asbestos Regulation
1.07. QUALITY ASSURANCE

A. On-site Observation:

1. The safety and protection of the Contractor's employees, sub-contractor's employees, staff, the tenants, the facility, and the public is the sole responsibility of the Contractor.
2. The Owner or representatives of local, State or Federal agencies may make unannounced visits to the site during the work. The Contractor shall make one complete set of clean, protective clothing and respirators available daily for such visitor use. It is the visitor's responsibility to insure medical qualification, training, and current "fit test" prior to using any respirator provided by the contractor.
3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, or are endangering workers or the facility, they will immediately notify the Contractor orally that operations must cease until corrective action is taken. Such notification will be followed by written confirmation within three (3) work days.
4. Contractor shall stop work after receiving such oral notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
5. All costs resulting from such stop work order will be borne by the Contractor and will not be a basis for an increase in the contract amount or an extension of time.

B. Air Monitoring:

1. Monitor employees for potential exposure to asbestos fibers as required by WAC 296-62-077.
2. Conduct personnel monitoring continuously during asbestos removal operations to determine the 8-hour time weighted exposure and 30-minute short term excursion limit exposure of workers to airborne fibers, as described in WAC 296-62-077.
3. Collect and have a certified laboratory analyze by phase contrast microscopy (PCM), using the NIOSH Analytical Procedure 7400, all air samples in accordance with WAC 296-62-077 and as specified herein.
4. The Contractor shall be responsible for all costs of cleaning, re-cleaning, re-inspection, and other costs required to meet final inspection requirements, including but not limited to consultant fees and any premiums for accelerated "turn-around" times or overtime work required to meet approved schedules.
5. Direct asbestos laboratory, in writing, to forward by facsimile or e-mail all project air monitoring results, and all other pertinent data and records, to the Owner.

6. Have asbestos laboratory archive all air samples until the successful completion of the project.

7. Perform pre-abatement PCM air monitoring in accordance with WAC 29662-077, and as specified herein.

8. Perform final visual inspection and PCM air clearance sampling, in accordance with WA State Department of Labor and Industries Division of Occupational Safety and Health (L&I DOSH) Regulation WAC 296-62-077, and as specified herein.

C. Perform initial exposure assessments as required by WAC 296-62-077.

1.08. PROTECTION OF EXISTING WORK TO REMAIN: Perform asbestos removal in the project work areas without damage or contamination of adjacent work. Where existing work is damaged or contaminated, it shall be restored to its original condition at no expense to the Owner. The restorative procedures shall be approved by the Owner prior to start of restoration.

1.09.

MEDICAL MONITORING AND DRUG TESTING

A. Institute a medical surveillance program for employees in accordance with WAC 296-62-077.

B. Provide random drug testing, as required by 49 CFR 382, for all drivers of vehicles transporting asbestos or hazardous materials.

1.10. TRAINING: Train and certify all workers who are required to remove, encapsulate, or barricade asbestos or to transport or dispose of asbestos as required by WAC 296-62-077, 40 CFR 763 and 49 CFR 382.

1.11. PERMITS AND NOTIFICATIONS: Make all required notifications for asbestos removal, hauling, and disposal as required by Federal, State, and local authorities.

1.12. SAFETY COMPLIANCE: Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.

1.13. RESPIRATOR PROGRAM: Establish a respirator program as required by WAC 296-62-077 and WAC 296-62-071.

1.14. INITIAL SUBMITTAL

A. Submit one bound and indexed, or electronic copy with the following documentation to the Owner for review, comment, and approval, at least three work days prior to scheduled commencement of work. The Contractor is responsible for delays caused by late submittals. Submittal packages shall be organized and indexed in the order provided in the checklist 1.14.A.1 through 1.14.A.13. See Sub-sections 1.14.B through 1.14.M for detailed descriptions of

individual submittal requirements. Submittals not properly organized and indexed will be rejected. Following submittal approval, provide the required number of copies of the approved submittal in accordance with the general conditions for all submittals.

1. Contractor's shop drawings
2. Contractor's work and compliance plan
3. Contractor's asbestos liability insurance policy
4. Contractor's schedule
5. Contractor's testing laboratory and laboratory personnel (including air sample analysis personnel)
6. Disposal site designations
7. Waste transporter designation
8. Manufacturer's product data sheets and material safety data sheets (MSDS)
9. Contractor's representations
10. Contractor's notifications
 - a. Department of Labor and Industries
 - b. Puget Sound Clean Air Agency
11. Contractor's Asbestos Certifications
12. Contractor's request for substitutions
13. Contractor's AHERA Project Designer review

B. Shop drawings shall show:

1. Provide shop drawings at each work area throughout the contract duration to show the layout of containment, exhaust route, regulated area barriers, and construction barriers.
2. Show where the negative air machines, worker decontamination chambers, waste load-out areas, power, and make-up air will be placed.
3. Include view window and manometer locations for negative pressure enclosures.
4. Locations of critical barriers.
5. Location of temporary site storage facilities.
6. Location of air monitoring stations, both in and outside of the work area.

C. The work plan shall include procedures for:

1. Methods: A description of all techniques, methods, and special equipment to be used during the contract, including methods for typical abatement work required for this project (negative pressure enclosures with worker decontamination and waste load-out, mini-enclosures, glove bags, etc.). Include typical work procedures for each unit of work identified on the bid documents.
2. The Work Plan shall specifically address asbestos removal and disposal procedures as required by WAC 296-62-077 and 40 CFR 61.
3. The Work Plan shall be reviewed and certified as meeting Federal State, and local regulatory requirements and the requirements stated herein by an EPA-Certified Project Designer, prior to submittal. The Project Designer shall indicate his approval and certification by a signed cover letter attached to the work plan.

D. Insurance Policy: Submit copies of the Contractor's asbestos liability insurance policy, identifying Seattle Housing Authority as additional insured. (Note: Policy must specifically identify coverage for asbestos and/or hazardous materials work.)

E. Schedule: Submit abatement schedule by work area.

F. Test Laboratory and Laboratory Personnel: Submit the name, location, and phone number of proposed certified testing laboratory. Include legible, current copies of the laboratory's accreditation.

1. The Laboratory shall prove proficiency in the AIHA/NIOSH PAT Program and NVLAP program.
2. Provide a current AIHA PCM PAT Round results and NVLAP Certification for asbestos bulk analysis.

G. Disposal Site:

1. Identify the proposed Ecology/EPA permitted disposal site at which any waste material generated during the project will be disposed.
2. Furnish evidence of all necessary government approvals to dispose of the waste.

H. Waste Transporter: Submit the name and address of the proposed waste transporter.

I. Manufacturer's product data sheets and MSDS: Submit legible copies of manufacturer's product data sheets that describe product usage and restrictions, application procedures, and safety precautions. Submit copies of all MSDS for tape, plastic sheeting, solvents, encapsulants, adhesives, and lock-down chemicals.

J. Representations: Submit statement signed by a Principal of the Contractor that records of employees' work assignments, certifications, respirator fit tests, and medical examinations are accurate, up-to-date, and available for inspection.

K. Notifications:

1. Notifications: Submit a copy of all required notifications and permits obtained by the Contractor (Washington State Department of Labor and Industries, and Puget Sound Clean Air Agency). Submit upon receipt any approved amendments to notifications or re-notification for multi-phase activities:
 - a. Department of Labor and Industries
Regional Office
315 Fifth Ave S., Suite 200
Seattle, WA 98104
 - b. Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

L. Submit legible, current copies of the following asbestos certifications:

1. Contractor Certification: Contractor shall submit proof of current certification of Contractor by L&I as a certified asbestos abatement firm.
2. Asbestos Supervisor/Competent Person: Submit the name, Asbestos Supervisor Certification, and resume of experience of the assigned onsite supervisor. At a minimum, the supervisor shall have successfully completed a Supervisor Training Course in compliance with WAC Chapter 296-65-007.
3. Submit a legible copy of Certification for Contractor's AHERA Project

Designer who reviewed and certified the Work Plan.

M. Substitutions: Submit proposals for substitutions of materials, equipment and methods to the Owner at least seventy-two (72) hours prior to implementing the change.

1.15. PERIODIC SUBMITTALS

A. On the first day of mobilization, prior to commencing abatement, submit legible copies of the following asbestos certifications for the workers actually assigned to the project the day of mobilization:

1. Worker Certification: Submit current copies of L&I Asbestos Supervisor and Asbestos Worker Certifications for employees scheduled to work on the project in compliance with WAC Chapter 296-65-010.
2. Medical certification and respirator fit test: Submit a legible copy of the current asbestos medical certification and respirator fit test record (for each type of respirator to be worn) for each employee who will be working on the project.

B. Submit the following information obtained during the course of the work to the Owner:

1. Initial Exposure Monitoring: Submit legible and completed results of the Contractor's initial exposure monitoring within two working days of sample collection.
2. Daily Air Monitoring: Have the Contractor's laboratory submit by facsimile or e-mail daily, to Owner, all results of Contractor's daily air monitoring. Submittal shall consist of legible and complete field data sheets and the analytical laboratory's results. Daily air monitoring submittals shall be furnished to the Owner within 24 hours of collection of samples.
3. Project Daily Logs: Submit legible and completed copies of the previous day's Daily Logs.
4. Updated Project Information: Submit changes in project schedule or personnel at least 48 hours prior to the effective time of change for the following:
 - a. Updated schedules for asbestos removal
 - b. Change in Certified Asbestos Supervisor, including L&I, medical, and fit test certificate
 - c. Copies of the L&I, medical, and fit test certificate for additional workers
 - d. Copies of amended notifications
 - e. Copies of amended disposal authorizations

1.16. FINAL SUBMITTAL

A. Submit three copies of the following documents with the application within twenty-five (25) days of substantial completion of the abatement work.

1. Employees' daily sign-in sheets.
2. Contractor's actual "Start and Finish" Project Dates.
3. Waste Shipment Records (40 CFR 61, Figure 4).
4. Disposal Site Receipts.
5. Statement of completion of asbestos abatement work as required by these specifications and drawings.

1.17. SANITARY: Contractor to provide adequate temporary toilet facilities.

1.18. MATERIAL STORAGE: Store all materials subject to damage off the ground and secure from damage by weather or vandalism.

1.19. ON-SITE DOCUMENTATION:

A. Maintain, on the job site, copies of the following data for safety, equipment, and supplies used for the work.

1. Equipment: Show the model, style, capacity, and the operation and maintenance procedures for the following, as applicable:

- a. HEPA vacuum cleaners.
- b. Negative air machines

2. Material Safety Data Sheets: The Contractor shall maintain a Material Safety Data Sheet for each tape, plastic sheeting, solvent, encapsulant, adhesive, and lock-down chemical proposed to be used as required by WAC 296-62-054.

B. Respiratory Protection Plan: Maintain on-site their written respirator program. The Contractor's written and approved respirator program shall meet all requirements of WAC 296-62-077. Any deficiencies identified in the Owner's review of the respiratory protection plan shall be corrected prior to commencement of work.

PART II PRODUCTS

2.01 RESPIRATORS

A. Provide personally issued and marked respirators approved by NIOSH and MSHA, and provide sufficient replacement canisters for respirators with disposable filters.

B. Provided respirators with the protection factors required by WAC 296-62-077.

C. Respirators shall be suitable for dual ("stacked") cartridge use whenever both asbestos hazards and other respiratory hazards exist in the work area.

2.02 PROTECTIVE CLOTHING

A. Provide approved protective outer clothing, consisting of disposable fire retardant, full body coveralls and hoods fabricated from nonwoven fabric. Personal protective equipment shall be provided and utilized to meet applicable safety regulations.

B. Cloth work clothes may be worn under disposable protective coveralls, boots and gloves for comfort as permitted by regulation, however if worn in a negative pressure enclosure, the cloth clothing must be removed and left in the equipment room as personnel exit the enclosure and must be laundered by the employer per the applicable instructions.

2.03 SEALANTS AND ENCAPSULANTS: Penetrating and bridging encapsulants for asbestos applications. "Lock-Down" encapsulants used in non-finished areas shall be tinted for identification in a color, which will not obscure residual asbestos. Encapsulants shall be compatible with replacement materials and shall not contain hazardous materials listed in 29 CFR 1910, Subpart Z.

2.04 SURFACTANT: A surfactant consisting of 50% polyoxyethylene ether and 50% polyoxyethylene ester (or an approved alternate) shall be used, and shall be mixed with water at the rate of one ounce of surfactant to 5 gallons of water or as recommended by the manufacturer.

2.05 PLASTIC SHEET: A minimum 6-mil thick flame resistant polyethylene (in accordance with NFPA 701) shall be used unless otherwise specified. The poly shall be sized in length and width to minimize the frequency of joints.

2.06 TAPE: Tape shall be capable of sealing joints of adjacent sheets of polyethylene, for attachment of polyethylene sheets to finished or unfinished surfaces and of adhering under both dry and wet conditions, including during use of amended water.

2.07 ADHESIVES: Adhesives shall be capable of sealing joints of adjacent sheets of polyethylene to finished or unfinished surfaces and of adhering under both dry and wet conditions.

2.08 DISPOSAL CONTAINERS: Disposal containers shall be suitable to receive, retain, and dispose of asbestos-containing or contaminated materials. Containers shall be labeled in accordance with the applicable regulations and must be both airtight and watertight. Plastic bags shall be a minimum 6-mil polyethylene, pre-printed with approved warning labels. Plastic wrap shall be 6-mil polyethylene sheets, securely wrapped and taped. Disposal containers shall be labeled with "ASBESTOS NA 2212," Contractor's name and location, and a Class 9 label.

2.09 EYE PROTECTION: The Contractor shall provide goggles to personnel engaged in asbestos operations, unless worker is required to wear a full facepiece respirator. Full facepiece respirators shall meet the requirements of WAC 296-62-077.

2.10 DANGER SIGNS AND LABELS: Danger signs and labels shall be affixed to all products or containers containing asbestos. The required signs shall be used to demarcate areas where asbestos waste is temporarily stored; and areas, not accessible to the public where asbestos-containing materials are left in place. Signs and labels shall be in accordance with applicable regulations and codes. The signs posted at work area entrance, exists, decontamination areas, and waste disposal areas shall comply with WAC 296-62-077, WAC 296-62-05411 and the UFC.

2.11 OTHER MATERIALS: The Contractor shall provide standard commercial quality of all other materials, which are required to prepare and complete the work.

2.12 TOOLS AND EQUIPMENT

A. Sprayers for amended water and encapsulant application shall be airless.

B. Vacuum cleaning equipment shall be manufactured for asbestos use and shall use HEPA filters on the discharge.

C. Scaffolding hoists and protective equipment shall meet all applicable safety regulations.

D. Transportation equipment shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. All trucks or vans

used to transport asbestos shall be enclosed and sealed watertight. The driver of the truck shall have a commercial driver's license with hazardous material endorsement.

E. Provide all other tools and equipment for removal, enclosure, encapsulation, patching, and disposal activities.

F. Electrical tools and equipment shall meet all applicable codes and regulations.

PART III EXECUTION

3.01 WORK AREAS

A. Regulated Work Areas: Establish regulated work areas in compliance with WAC 296-62-077.

B. Decontamination Area: Install decontamination areas in compliance with WAC 29662-077. Decontamination areas shall meet fire exiting requirements of the UFC.

3.02 PERSONNEL PROTECTION PROCEDURES

A. Post the decontamination, safety, and work procedures to be followed by workers.

B. Provide continuous on-site supervision by the approved Certified Asbestos Supervisor.

C. Follow all worker protection procedures as described in the approved work plan.

D. Provide the highest level of respiratory protection unless approved and documented exposure assessments establish that a lower level of protection is adequate, as determined by the Certified Asbestos Supervisor. For asbestos removal inside a negative pressure enclosure, respiratory protection shall be in accordance with the requirements of WAC 296-62-077, regardless of the exposure assessment.

E. Maintain a daily log of all workers and visitors entering regulated work areas. The log shall contain the name of each individual, his or her organization, accurate time of entering and leaving, and purpose of visit.

F. Monitor worker exposure to airborne asbestos fibers as required by WAC 296-62-077.

G. Provide approved filters for other airborne contaminants (solvents, etc.), which may be present. These filters shall be used in combination with approved asbestos filters. At no time shall the permissible exposure limit (PEL) for any airborne contaminant exceed the PEL listed in 29 CFR 1910, Subpart Z.

3.03 ASBESTOS REMOVAL PROCEDURES: Asbestos removal shall be in accordance with the Contractor's Approved Work Plan, applicable regulations, and this specification.

A. Fire exits and fire lanes shall not be blocked.

B. Work hours shall be as follows:

1. Work shall commence and complete in accordance with the contract documents.

2. Work hours shall be in accordance with the contract documents.

C. Contractor will as a minimum erect framed gypsum wallboard (GWB) walls, sealed at seams between the work area and the occupied areas of the building in accordance with WAC 296-62-077 and shall exhaust the work area to the building exterior using HEPA filtered exhaust units.

D. Negative pressure enclosures, if required, work area critical barriers and barrier tape shall not be removed until successful, final visual inspection and air monitoring has been accomplished.

E. The Owner must concur in writing with the proposed Work Plan, prior to commencement of work.

3.04 AIR MONITORING

A. Airborne concentrations of asbestos fibers shall be monitored in accordance with L&I DOSH Regulation WAC 296-62-077, current EPA and OSHA guidance, and as specified herein. All monitoring shall be performed by trained industrial hygiene technicians or equivalent. All sampling pumps shall be calibrated in the field with a secondary calibration device before and after each sample. Built-in rotometers on pumps are not acceptable.

B. The Contractor shall accomplish pre-abatement sampling in accordance with L&I DOSH Regulation WAC 296-62-07709(3) (g) and as specified herein.

1. The Contractor shall collect PCM pre-abatement air samples and submit them to his certified laboratory for analysis prior to commencement of any asbestos removal work.

2. Contractor's L&I final visual inspection and pre-abatement samples in conjunction with L&I DOSH clearance PCM samples will be used as the basis for allowing non-certified workers to re-enter previously regulated areas.

C. The minimum number of daily Contractor air samples per work area without a negative exposure assessment are as follows:

1. One (1) air sample within the regulated work area.

2. One (1) air sample at least every other day, located outside the entrance to the work area.

3. Personnel samples (excluding excursion samples) shall be taken at least twice per eight-hour work shift at the rate of one sample for every six people performing that task in the same work area. Persons performing separate tasks or in separate work areas shall be sampled separately.

4. Excursion samples as required by WAC 296-62-077.

5. Two (2) waste load-out samples for the full duration of the operation, one taken inside the wash-down station and one taken on the clean side of the wash-down station. (No samples are necessary if no load-out operation is performed.)
6. All workers disturbing asbestos outside of a Negative- Pressure Enclosure System shall be monitored continuously.
7. In addition to the samples listed in paragraphs 1 through 6 above, when employing a negative pressure enclosure, collect the following samples:
 - a. Collect one (1) air sample every other day located at the entrance to the decontamination chamber.
 - b. Collect one (1) air sample located at the exhaust(s) of the HEPA filtration unit(s) (if more than one unit is used, the sampling may be rotated between units, however, each unit must be sampled at least once every other day).
 - c. Decontamination chamber entrance and HEPA exhaust samples are not required if negative pressure enclosures are not used.

D. Daily monitoring may be discontinued only after the Contractor's Certified Asbestos Supervisor certifies in writing that a Negative Exposure Assessment, in accordance with WAC 276-62-077, has been obtained.

3.05 DISPOSAL

- A. Comply with current waste handling, storage, transportation, and disposal requirements of the waste disposal facility, U.S. Department of Transportation, and EPA regulations.
- B. Label waste containers and vehicles in accordance with 40 CFR Part 61 and 49 CFR 100-180. Affix warning labels having waterproof print and permanent adhesive to all waste containers. Affix a Class 9 label with ID number 2212 on all four sides of the waste transport vehicle.
- C. Waste transport vehicles shall be lined with polyethylene and be fully enclosed.
- D. Waste shipping papers shall identify waste as "Asbestos 9, NA 2212 III, RQ" and list the total quantity being transported in addition to the requirements of 40 CFR 61.
- E. Workers loading waste shall wear protective clothing and canister type respirators.

3.06 CLEANING OF WORK AREA

- A. Upon completion of asbestos repair or removal within a work area, remove visible accumulations of asbestos material and debris. Wet clean and HEPA vacuum all work area surfaces.
- B. Ensure that all asbestos-containing materials have been removed from concave corners and textured surfaces.

C. Notify the Owner that asbestos work has been completed, that the asbestos sub-contractor's L&I DOSH final visual inspection and PCM clearance sampling have been completed satisfactorily. Include a statement that all asbestos in the work area has been removed, repaired, and/or encapsulated as required by the contract, and that all debris has been removed.

3.07 OWNER'S VERIFICATION VISUAL INSPECTION AND AIR SAMPLING

A. The Owner will conduct verification inspection in all impacted areas. The asbestos sub-contractor's L&I DOSH phase contrast microscopy final air clearance monitoring will be used to clear all areas prior to inviting the Owner to accomplish verification visual inspection or verification air sampling.

B. Prior to admitting non-certified workers into areas regulated by WAC 296-62-077, the Contractor shall conduct a visual inspection to verify the completion of removal and clean-up and will conduct pre-clearance air monitoring using phase contrast microscopy (PCM). Airborne concentrations of asbestos fibers from the pre-clearance samples must be less than 0.01 fibers per cubic centimeter using PCM. Upon receipt of satisfactory air clearance results the Contractor will notify the Owner that the work area is ready for verification visual inspection or verification air sampling. Re-entry of non-certified asbestos worker personnel will be dependent on the asbestos sub-contractor's final L&I DOSH visual inspection and phase contrast microscopy final air clearance monitoring and the Owner's verification visual inspection and verification air monitoring.

C. Verification air monitoring tests will not be performed until all areas and materials within the work area are fully clean, encapsulated and dry. Allow 4 hours after encapsulation prior to start of final air clearance sampling to ensure encapsulant is fully dry.

D. If either/both of the Owner's verification visual inspection or verification air monitoring results show that the work area has failed to meet the clearance criteria, the Owner shall notify the Contractor. The Contractor shall re-clean the work area, accomplish an additional L&I DOSH final visual inspection and collect and analyze an additional set of L&I DOSH final PCM clearance air monitoring samples whose asbestos concentration must be less than 0.01 fibers per cubic centimeter prior to requesting the Owner accomplish another verification inspection and prior to collecting another set of verification air monitoring samples. All work specified in this paragraph shall be done at no additional expense to the Owner, including all labor and laboratory fees of the Owner.

E. Once the Contractor's final clearance air monitoring and the Owner's verification visual inspection and verification air monitoring results meet the L&I DOSH PCM clearance criteria of WAC 296-62-077, for the work, then the HEPA filtration units may be deactivated (if applicable) and all seals, barriers, barricades, and decontamination areas shall be dismantled and removed, and the work area released to unprotected workers.

F. Work area containment's and/or critical barriers shall not be removed until final clearance results are reviewed and accepted by the Owner.

3.08 SUBSTANTIAL COMPLETION

A. After the work area barriers, plastic sheeting, decontamination area, etc., have been removed, the Contractor shall conduct an additional inspection to verify that there was no asbestos debris, contaminated water, or other residue, concealed by the work area protection installations. Any such residue shall be cleaned up using HEPA vacuum cleaners and wet wiping methods.

B. After the Contractor certifies that the work area has been cleaned of all asbestos in compliance with the contract, the Contractor shall conduct a final inspection to verify that there is no unrepaired damage to walls, ceilings, doors or surfaces or finishes other than that called for by the scope of work. Costs of restoration of damaged finishes shall be borne by the Contractor.

END OF SECTION 02 82 00

Appendix A

Asbestos "Limited Good Faith Inspection" Report for
Cedarvale Village Domestic Water Pipe Insulation



EMSL Analytical, Inc.

3317 3rd Ave S, Suite D 2nd floor Seattle, WA 98134

Tel/Fax: (206) 269-6310 / (206) 900-8789

http://www.emsl.com / seattlelab@emsl.com

EMSL Order: 511702762
Customer ID: CSOH42
Customer PO:
Project ID:

Attention: Charlie Rogers City of Seattle Office of Housing PO Box 94725 Seattle, WA 98124	Phone: (206) 684-0246 Fax: (206) 233-7117 Received Date: 10/16/2017 12:40 PM Analysis Date: 10/18/2017 Collected Date:
Project: Cedar	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-Wrap <small>511702762-0001</small>	Attic - Faded bath insulation	Brown/Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
1-Insulation <small>511702762-0001A</small>	Attic - Faded bath insulation	Gray Fibrous Homogeneous	98% Min. Wool	2% Non-fibrous (Other)	None Detected
2 <small>511702762-0002</small>	Crawl space - Mud on pipe filters	White Non-Fibrous Homogeneous	30% Min. Wool	65% Non-fibrous (Other)	5% Amosite
3-Wrap <small>511702762-0003</small>	Crawl space - Pipe insulation and jacket	Gray Fibrous Homogeneous	60% Cellulose 10% Glass	30% Non-fibrous (Other)	None Detected
3-Insulation <small>511702762-0003A</small>	Crawl space - Pipe insulation and jacket	Yellow Fibrous Homogeneous	98% Glass	2% Non-fibrous (Other)	None Detected

Analyst(s) _____

Jason Stuhr (5)

Lauren Kerber, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Seattle, WA NVLAP Lab Code 200613

Initial report from: 10/18/2017 19:24:10



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

#511702762

EMSL ANALYTICAL, INC.
3317 3RD AVE S., SUITE D
SEATTLE, WA 98134

PHONE: (206) 269-6310
FAX: (206) 900-8789

Company: <u>CITY OF SEATTLE OFFICE OF HOUSING</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street:		Third Party Billing requires written authorization from third party	
City:	State/Province:	Zip/Postal Code:	Country:
Report To (Name): <u>CHARLIE ROGERS</u>		Telephone #:	
Email Address: <u>charlie.rogers@seattle.gov</u>		Fax #:	Purchase Order:
Project Name/Number: <u>CEDAR</u>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken:		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<p>PLM - Bulk (reporting limit)</p> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NIOSH 9002 (<1%) <input type="checkbox"/> NY ELAP Method 198.1 (friable in NY) <input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY) <input type="checkbox"/> OSHA ID-191 Modified <input type="checkbox"/> Standard Addition Method	<p>TEM - Bulk</p> <input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1 <input type="checkbox"/> NY ELAP Method 198.4 (TEM) <input type="checkbox"/> Chatfield Protocol (semi-quantitative) <input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2 <input type="checkbox"/> TEM Qualitative via Filtration Prep Technique <input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique <p style="text-align: center;"><u>Other</u></p> <input type="checkbox"/>
---	---

Check For Positive Stop - Clearly Identify Homogenous Group Date Sampled:

Samplers Name: _____ Samplers Signature: _____

Sample #	HA #	Sample Location	Material Description
1	1	ATTIC	FACED BATT INSULATION
2	2	CRAWL SPACE	MUD ON PIPE FITTINGS
3	3	CRAWL SPACE	PIPE INSULATION + JACKET

Client Sample # (s): 3 Total # of Samples: 3

Relinquished (Client): CHARLIE ROGERS Date: 10/16/17 Time: 12:40pm

Received (Lab): [Signature] Date: 10/16/17 Time: 12:40

Comments/Special Instructions:



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:

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

Prevailing Wages: 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.

Bid Bond: 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 Owner.
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 2.05 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. SHA does not pay sales tax for labor and services rendered.

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. Selection Preference for Section 3 Businesses: 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:

1. 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. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this solicitation.

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, 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.
2. 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: 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

Signature of U.S. Person

Date

HERE →**Ownership Status (check all that apply):****MBE** (Minority-Owned Business Enterprise)**WBE** (Women-Owned Business Enterprise)**MWBE** (Minority / Women-Owned Business

Enterprise)

CBE (Combination Business

Enterprise)

Small Business**HUD****Section 3 Business**

Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)

Self-Identified (SHA may request a signed statement re: self-certification)

Racial/Ethnic Status (check one):

Caucasian (1)

African American (2)

Native American (3)

Hispanic American (4)

Asian/Pacific American (5)

Hasidic Jews (6)

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

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

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

- The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

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.

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.

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.

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: _____ 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

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 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.

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:

- **Subgrantees:** 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.
- **Contractors:** 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.

.....

Certification and Assurance: 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:

WARNING: 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: Louise Lauff, Purchasing
P.O. Box 19028
Seattle, WA 98109-1028

**Contract No. 5063
CONSTRUCTION AND MAINTENANCE SERVICES**

for

**Cedarvale Village and Jefferson Terrace ACM Insulation
Abatement**

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 To Be Determined, 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 Wage Decision Numbers for Cedarvale (Residential: #WA180116 Modification 2) dated 2/23/18 and for Jefferson Terrace (Building, #WA 180036 Modification 2 dated 3/16/18 (attached)
- Federal Labor Standards Provisions (attached)

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

Base Bid	\$
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 45 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

By: _____
Date

By: _____
Date

Contracts & Procurement Manager



Address 190 Queen Anne Ave N
PO Box 19028

Seattle, WA 98109

Telephone 206-615-3300

TTY 1-800-833-6388

Website www.seattlehousing.org

Certification of Compliance with Wage Payment Statutes

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

CEDARVALE VILLAGE & JEFFERSON TERRACE
ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM)
SEATTLE WA
SHA SOLICITATION #5063

INFORMAL SOLICITATION
PREVAILING WAGE SCHEDULES

WAGE RATE SCHEDULES

CEDARVALE VILLAGE: Residential #WA180116 Mod 2, 2/23/18
&
JEFFERSON TERRACE: Building #WA180036 Mod 2 3/16/18

Applies to Cedarvale Village Work

General Decision Number: WA180116 02/23/2018 WA116

Superseded General Decision Number: WA20170116

State: Washington

Construction Type: Residential

County: King County in Washington.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/23/2018

BRWA0001-018 06/01/2017

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER.....	\$ 39.46	16.15
BRICKLAYER.....	\$ 39.46	16.15

ELEV0019-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.41	32.645

a. Paid Holidays- New Year's Day, Memorial day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day

LABO0238-001 06/01/2013

Rates	Fringes
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LABORER (Mason Tender -
Cement/Concrete).....\$ 24.10 10.65

LABO0242-001 06/01/2016

Rates Fringes

LABORER (Mason Tender - Brick)...\$ 34.42 10.80

PAIN0005-011 07/01/2013

Rates Fringes

PAINTER (Drywall
Finishing/Taping Only).....\$ 33.88 15.77

PAIN0188-006 10/01/2017

Rates Fringes

GLAZIER.....\$ 29.38 11.62

PLAS0528-003 06/01/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 40.52 16.54

* SFWA0699-001 09/01/2017

Rates Fringes

SPRINKLER FITTER.....\$ 34.41 16.07

SHEE0066-049 06/01/2017

Rates Fringes

SHEET METAL WORKER (Excluding
HVAC Duct Installation).....\$ 49.85 26.60

TEAM0690-010 06/01/2017

Rates Fringes

TRUCK DRIVER
GROUP 3.....\$ 26.07 17.30
GROUP 4.....\$ 26.40 17.30
GROUP 5.....\$ 26.51 17.30
GROUP 6.....\$ 26.67 17.30
GROUP 7.....\$ 27.21 17.30
GROUP 8.....\$ 27.53 17.30

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 3: Trucks, side, end, bottom and articulated end dump (3 yards to and including 6 yds.)
- GROUP 4: Trucks, side, end, bottom and articulated end dump (over 6 yds. to & including 12 yds.)
- GROUP 5: Trucks, side, end, bottom and articulated end dump (over 12 yds. to & including 20 yds.)

GROUP 6: Trucks, side, end, bottom and articulated end dump
 (over 20 yds. to & including 40 yds.)
 GROUP 7: Truck, side, end, bottom and articulated end dump
 (over 40 yds. to & including 100 yds.)
 GROUP 8: Trucks, side, end, bottom and articulated end dump
 (over 100 yds.)

FOOTNOTE A - 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-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

 SUWA2011-011 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 24.57	4.86
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 24.59	0.00
ELECTRICIAN.....	\$ 35.14	11.18
LABORER: Common or General.....	\$ 18.41	3.20
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 32.74	15.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.53	0.00
OPERATOR: Bulldozer.....	\$ 29.63	0.00
OPERATOR: Concrete Pump.....	\$ 33.57	15.15
PAINTER (Brush, Roller, and Spray).....	\$ 20.82	7.44
PLUMBER.....	\$ 32.25	7.97
ROOFER.....	\$ 23.12	2.90
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.67	13.78

 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.

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END OF GENERAL DECISION

Applies to Jefferson Terrace Work

General Decision Number: WA180036 03/16/2018 WA36

Superseded General Decision Number: WA20170036

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 \$10.35 for calendar year 2018 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	02/23/2018
2	03/16/2018

ASBE0007-002 06/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 50.56	17.37

BRWA0001-011 06/01/2017

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 39.46	16.15

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

(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:

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

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 02/05/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 50.09	3%+20.21

ELEC0046-007 02/06/2017

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

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 equipment 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

* IRON0086-010 07/01/2017

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 40.52	25.21

LABO0242-002 06/01/2017

ZONE 1:

	Rates	Fringes
LABORER		
GROUP 2.....	\$ 28.45	10.99
GROUP 3.....	\$ 35.54	10.99
GROUP 4.....	\$ 36.41	10.99
GROUP 5.....	\$ 36.99	10.99

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

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
 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

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.....	\$ 39.50	17.43

PAIN0005-030 07/01/2013

	Rates	Fringes
Painters:		
Parking Lot and Highway		
Striping Only.....	\$ 28.00	14.33

PAIN0005-031 07/01/2017		
	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 29.75	11.58

PAIN0188-005 01/01/2018		
	Rates	Fringes
GLAZIER.....	\$ 44.24	17.41

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
PIPEFITTER.....	\$ 53.06	23.03
PLUMBER (Including HVAC Pipe Installation).....	\$ 52.81	22.28
REFRIGERATION MECHANIC.....	\$ 52.22	22.79

ROOF0054-008 06/01/2017		
	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 34.57	14.70

SFWA0699-006 01/01/2018		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.47	26.67

SHEE0066-023 06/01/2017		
	Rates	Fringes

Sheet Metal Worker (Including
 HVAC Duct Work and
 Installation of HVAC Systems)....\$ 49.85 26.60

* 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 fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

SUWA2009-024 05/22/2009

	Rates	Fringes
LABORER: Driller.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.73	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 29.95	7.20

OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER: Metal Roof.....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: 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.

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END OF GENERAL DECISION