



190 Queen Anne Ave N  
 PO Box 19028  
 Seattle, WA 98109-1028

## REQUEST FOR BIDS (via e-mail)

Date: 11/26/19		To: Potential Bidders for SHA Solicitation #5299	
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.: <b>5299</b>	(Federal Prevailing Wages) Federal Wage Decision No.: WA20190070, Mod. 8 (8/16/19)	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule:
Number of Calendar Days to Complete Work: <b>90</b>	For Questions Contact: Louise Lauff	Phone No.: (206) 615-3376	FAX No.: (206) 615-3410
		E-mail: Purchasing@seattlehousing.org	
Project Description / Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. <input type="checkbox"/> See Scope of Work below. <b>Ballard House Fenced Enclosure and Car Charge Station Project</b>			
<b>PRE-BID SITE VISIT:</b> <u>Monday, December 9, 2019</u> at 8:00 a.m. Meet at 2445 NW 57 <sup>th</sup> Street, Seattle, Washington 98107			
<b>DEADLINE FOR QUESTIONS</b> is <u>Friday, December 13, 2019</u> no later than 1:00 p.m. Email your questions to: louise.lauff@seattlehousing.org			
<b>BID DUE DATE AND TIME:</b> Friday, December 20, 2019 by 1:00 p.m. The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered. <b>E-MAIL YOUR BID TO:</b> <b>Purchasing@seattlehousing.org</b> or deliver to the address above.			
<b>BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S):</b> _____			
<b>BIDDER MUST COMPLETE THE INFORMATION BELOW.</b> 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 and Labor (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.			
<b>SHADED AREA FOR USE BY SHA ONLY: Use this form only for projects estimated to cost less than \$150,000</b>			
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.			

## **Ballard House Fenced Enclosure SOW**

### **Contractor General Responsibilities:**

**Primary Lead Contractor:** Contractor shall be solely responsible for obtaining and providing all materials, equipment, supplies, labor and other services as may be necessary to fulfill the requirements of the Contract in a timely and appropriate manner.

**Supervision:** The Contractor shall competently and efficiently supervise and direct all activities necessary to fulfill the requirements of the contract. All work will be done in a professional manner, at no additional expense to the Agency and in accordance with the best practices of the trades represented. It is incumbent upon the contractor to know the applicable codes and licensing requirements of the jurisdiction under which the work is taking place. All work shall conform to including but not limited to all applicable codes, statutes, ordinances, Environmental or Safety Law, implemented regulations, governmental orders, permits, licenses, approvals, and authorizations of the City of Seattle, King County, the State of Washington and the United States Federal Government. Contractor must take careful precautions to prevent damage to building elements outside of the work area. The Contractor agrees to rectify damage immediately upon notification from the Manager or be responsible for the payment of costs to replace or repair the damaged elements.

**Work Location:** This work will take place at SHA's Ballard House Apartments located at 2445 NW 57<sup>th</sup> St. Seattle WA 98107. The work will take place on the exterior of the building.

1. Contractor shall obtain all permits.
2. Contractor shall obtain all utility locates.
3. Contractor is responsible for meeting all regulations and requirements.
4. Contractor shall provide all labor and materials to perform the scope of work as agreed upon.
5. Contractor is responsible for legal disposal of all vegetation, excess soil, materials, rubbish and broken up concrete from this work. This shall also include legal disposal of a small amount of approximately 2yds of broken up concrete left from previous work. Contractor will provide proof of legal disposal.
6. Contractor shall be responsible to verify all measurements and shall submit one-off drawings to SHA for approval before notice to proceed shall be issued.
7. Contract period shall be 90 days from notice to proceed to substantial completion. A partial notice to proceed shall be issued for ordering bollard and other materials. The full notice to proceed shall be issued to note start of site construction.
8. The successful contractor shall be responsible for the complete scope of work.

**Scope (see also attached drawing)**

## Work Services:

1. Remove vegetation from area approximately 20'x24' for concrete pad location. Remove Vegetation in area NE lateral to pad location approximately 20'x10'.
2. Grade and prepare area for a 14'x20' foot concrete pad, curb driveway approach and 3'x3' bollard pad.
3. Contractor shall concrete cut and prepare area for curb drive approach to 14'x20' concrete pad area. This area is an irregular shape approximately 10'x4'x9'x12'.
4. Prepare and provide compacted base at 90% minimum for concrete pads.
5. Contractor shall trench 12" wide by 24" deep approximately 100' for conduit install, this shall include some saw cutting across concrete approximately 25' and replacement of concrete to match existing concrete.
6. Contractor shall lay and install conduit from North face building meet point to two locations  
1. To a location inside of fenced enclosure in center of South edge of pad for a 110v outdoor outlet  
2. To a location for 250v powered bollard at 3'x3' bollard pad.
7. Contractor shall recover trenched areas, compact at 90% minimum and re-grade for concrete pours.
8. Contractor shall pour and install a 6" thick 14'x20' concrete pad with rebar reinforcement per code, with a minimum grade slope for water drainage.
9. Contractor shall pour and install curb drive approach to 14'x20' concrete pad. This area is an irregular shape approximately 10'x4'x9'x12'.
10. Contractor shall pour and install 6" thick 3'x3' concrete powered bollard pad with mounts for electrical bollard.
11. Contractor shall mount two yellow steel bollards in front of powered bollard pad per Seattle City code.
12. Contractors concrete pads shall have the conduits for the 110v and 250v in place for outlet and bollard install (see #6 for locations).
13. Contractor shall install 8' net high chain link 9ga fence around 14'x20' concrete pad with a 14' wide double gate. Gate shall be lockable with center pin mount. Fence shall have privacy slats (colors to be approved by SHA).
14. Contractor shall install and wire a 110v weather tight outdoor outlet on metal pole inside 14'x20' enclosure at inside middle of South side of enclosure.
15. Contractor shall mount, install and wire 250v powered bollard on 3'x3' concrete bollard pad (see provided product sheet for bollard), bollard will be same or equal to product sheet bollard.  
Bollard shall have:
  - a. (2) x 50A 125/250V receptacle w/
  - b. (2) x 50A 2P breaker, 10kAIR.



1. Location of fenced enclosure, drive approach and concrete pad



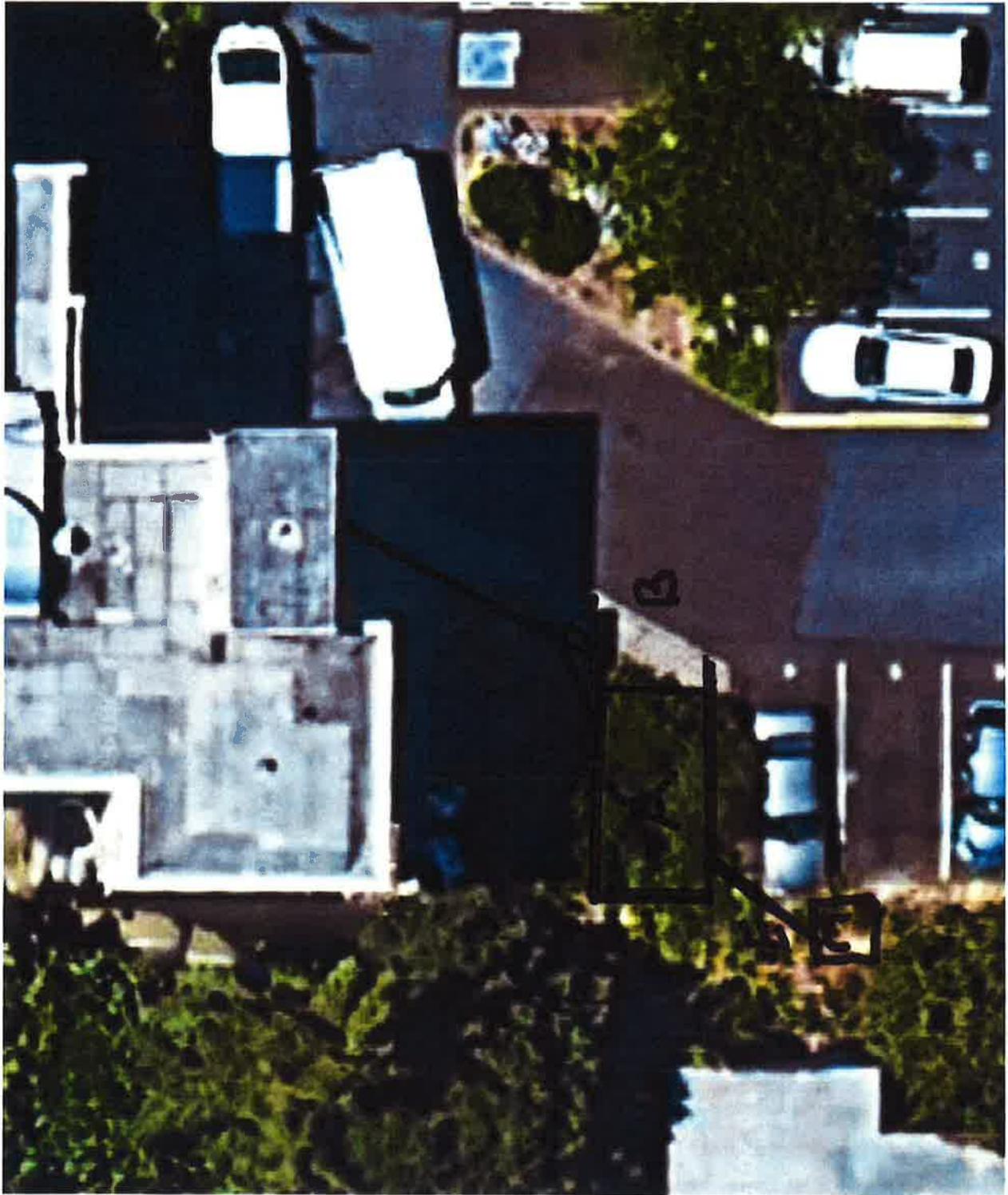
2. Meet point for conduit connection to power outlet and bollard. Will require trench across concrete.



3. Location of powered bollard







- A. 14x20 fence enclosure and concrete pad
- B. Drive approach
- C. 3x3 Power bollard and concrete pad
- D. Trench and conduit for 110v outlet in enclosure
- E. Trench and conduit for 250v Power bollard

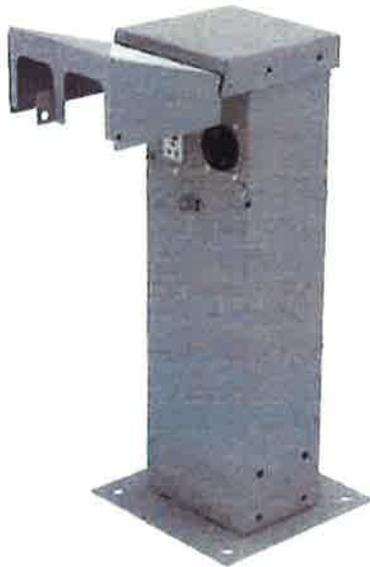


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## PAD MOUNT RV POWER PEDESTAL WITH WHILE-IN-USE COVER

### EVPF-M

The EVPF-M pad mount RV pedestal comes complete with feed-thru lugs, While-In-Use cover and receptacles protected by branch rated breakers. The galvanized steel body construction provides additional corrosion resistance. Standard PC113 parks green powder coat paint provides a durable finish. The pad mount base enables easy installation on solid base. Multiple breaker, receptacle and mounting configurations allows for ease of use for many applications. The Type 3R weatherproof design can be used in both indoor and outdoor applications.



PART NUMBER	RECEPTACLES		BREAKERS	
	QTY	TYPE	QTY	TYPE
EVPF1-M	1	15A GFI DUPLEX	1	15A 1P
EVPF2-M	2	15A GFI DUPLEX	2	15A 1P
EVPF3-M	1	15A GFI DUPLEX	1	15A 1P
	1	30A 125V CROWFOOT	1	30A 1P
EVPF4-M	1	15A GFI DUPLEX	1	15A 1P
	1	30A 125V CROWFOOT	1	30A 1P
	1	50A 125/250V	1	50A 2P
EVPF5-M	1	15A GFI DUPLEX	1	15A 1P
	1	50A 125/250V	1	50A 2P
EVPF6-M	1	20A GFI DUPLEX	1	20A 1P
EVPF7-M	2	20A GFI DUPLEX	2	20A 1P
EVPF8-M	1	20A GFI DUPLEX	1	20A 1P
	1	30A 125V CROWFOOT	1	30A 1P
EVPF9-M	1	20A GFI DUPLEX	1	20A 1P
	1	30A 125V CROWFOOT	1	30A 1P
	1	50A 125/250V	1	50A 2P
EVPF10-M	1	20A GFI DUPLEX	1	20A 1P
	1	50A 125/250V	1	50A 2P
EVPF11-M	1	30A 125V CROWFOOT	1	30A 1P
	1	50A 125/250V	1	50A 2P
EVPF14-M	1	30A 125V CROWFOOT	1	30A 1P
EVPF16-M	1	50A 125/250V	1	50A 2P
EVPF17-M	2	30A 125V CROWFOOT	2	30A 1P
EVPF18-M	2	50A 125/250V	2	50A 2P

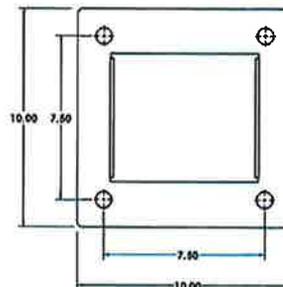
#### Features/Specifications

- Galvanized steel construction
- CSA Type 3R rated
- 24"H x 7"W x 5"D pedestal
- Commercial grade receptacles
- Pad mount with 10" x 10" baseplate
- 10kAIR branch rated breaker protection
- While-In-Use flip lid cover
- Breaker located under While-In-Use cover
- Standard splitter blocks #14-2/0 AWG
- PC113 parks green powder coat finish
- Ground lug

#### Optional Items

- Additional receptacle configurations
- Template and 4 anchor bolts, nuts & washers (P/N: PAB-EVP)
- Low voltage section with telephone or network outlets
- Higher amperage feed-thru lugs
- Custom powder coat colours
- Custom heights

ADDITIONAL PART NUMBERS AND CONFIGURATIONS ON BACK



19901-13091

Toll Free Phone: 888-632-6477

Phone: 250-832-6477

Fax: 250-832-7746

E-mail: sales@validmanufacturing.com

[www.validmanufacturing.com](http://www.validmanufacturing.com)



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*Advanced technology... Simple solutions.*

## PADMOUNT RV POWER PEDESTAL WITH WHILE-IN-USE COVER

### EVPF-M

ALTERNATE RECEPTACLE CONFIGURATION (MAXIMUM 3)  
ADD TO PART NUMBER e.g. EVPF-AAJ-ML2

RECEPTACLE	BREAKER	ADDER
15A DUPLEX GFI	15A 1P	A
20A DUPLEX GFI	20A 1P	B
15A DUPLEX	15A 1P	D
20A DUPLEX	20A 1P	E
15A TL 125V	15A 1P	F
20A TL 125V	20A 1P	G
30A CROWFOOT 125V	30A 1P	H
30A TL 125V	30A 1P	J
30A 125/250V	30A 2P	K
50A 125/250V	50A 2P	M
50A 125/250V TL	50A 2P	Q

ADDITIONAL COMPONENTS  
ADD TO PART NUMBER e.g. EVPF3-L2M

OPTIONS	ADDER
CUSTOM LUGS (UP TO 250 MCM FEED THRU)	L2
CUSTOM LUGS (UP TO 600 MCM FEED THRU)	L6
CUSTOM LUGS (OTHER CONFIGURATIONS)	LL
CABLE	C
TELEPHONE	V
NETWORK	N

18801-13881

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E-mail: sales@validmanufacturing.com

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## **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.

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**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



# 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

<b>General Business Information:</b>				<b>For SHA Use Only:</b>	
Name of Business, Organization, or Name of Person (if payment is to an individual):				JDE Vendor No.	Purchasing contracts <input type="checkbox"/>
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:			
<b>Type of Organization (check one):</b>					
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other _____ <input type="checkbox"/>
Employee Tax ID No. (TIN) or Social Security No. (if Individual):					

<b>Substitute IRS Form W-9 Certification:</b>		
Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, <u>and</u> 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, <u>and</u> I am a U.S. person (including a U.S. resident alien). <b>Note:</b> The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
<b>SIGN HERE →</b>	Signature of U.S. Person	Date

<b>Ownership Status (check all that apply):</b>	<b>Racial/Ethnic Status (check one):</b>
<input type="checkbox"/> <b>MBE</b> (Minority-Owned Business Enterprise) <input type="checkbox"/> <b>WBE</b> (Women-Owned Business Enterprise) <input type="checkbox"/> <b>MWBE</b> (Minority / Women-Owned Business Enterprise) <input type="checkbox"/> <b>CBE</b> (Combination Business Enterprise) <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>HUD Section 3 Business</b> <input type="checkbox"/> Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises) <input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	<input type="checkbox"/> Caucasian (1) <input type="checkbox"/> African American (2) <input type="checkbox"/> Native American (3) <input type="checkbox"/> Hispanic American (4) <input type="checkbox"/> Asian/Pacific American (5) <input type="checkbox"/> 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.

<b>SIGN BELOW:</b>	
Signature of Authorized Representative of Vendor:	Date:
By signing immediately above, the Vendor hereby represents the following: a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or; b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order. To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at <a href="https://www.seattlehousing.org/sites/default/files/Purchase%20Orders%20Terms%20Conditions.pdf">https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf</a>	

## 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](http://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/SAM> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited\\_denials\\_of\\_participation](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](http://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](mailto: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.

Contract No. 5299

CONSTRUCTION AND MAINTENANCE SERVICES

for

Ballard House Fenced Enclosure and Car Charge Station Project

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 Contractor 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 Decision Number WA20190070, Modification 8 dated 8/16/19 (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:

Table with 2 columns: Description and Amount. Rows include Base Bid, Additive No.(s), Deductive No.(s), Subtotal, Sales Tax, and Contract Sum, all with dollar signs.

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 90 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

"General Decision Number: WA20190070 08/16/2019

Superseded General Decision Number: WA20180095

State: Washington

Construction Type: Heavy  
including water and sewer line construction

County: King County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water  
construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	02/15/2019
2	05/03/2019
3	06/14/2019
4	06/28/2019
5	07/26/2019
6	08/02/2019
7	08/09/2019
8	08/16/2019

ASBE0007-001 06/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 56.62	16.59

\* CARP0030-014 06/01/2018

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 43.92	16.12
MILLWRIGHT.....	\$ 45.42	16.12
PILEDRIVERMAN.....	\$ 44.17	16.12

(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

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ELEC0046-006 02/04/2019

Rates                      Fringes

ELECTRICIAN.....\$ 53.49 22.31

ELEC0077-001 02/01/2018

Rates Fringes

Line Construction:

LINEMEN.....\$ 51.73 18+17.50

ENGI0302-026 06/01/2018

Rates Fringes

Power equipment operators:

Group 1A.....\$ 44.44 19.97
Group 1AA.....\$ 45.09 19.97
Group 1AAA.....\$ 45.73 19.97
Group 1.....\$ 43.79 19.97
Group 2.....\$ 43.23 19.97
Group 3.....\$ 42.74 19.97
Group 4.....\$ 40.01 19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,
Mount Vernon, Port Angeles, Port Townsend, Seattle,
Shelton, Wenatchee, Yakima

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);Tower crane over 175 ft in

height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons; Backhoe- 6 yards and over with attachments

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; 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; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Scraper: under 45 tons; Backhoe- 3 yards and under; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Conveyors; Backhoe 75 hp and under; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Rigger/Bellman; Grade Checker; Drill Assistant; Boom Truck 10 tons and under

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IRON0086-010 07/01/2018

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 40.81	28.22

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LABO0242-004 06/01/2019

	Rates	Fringes
Laborers:		
GROUP 2A.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

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 2A: Flagman

GROUP 3: General Laborer; Form Stripping; Sign Erector/Installer

GROUP 4: Handheld Drill; Pipe Layer; Jackhammer

GROUP 5: Grade Checker; High Scaler; Mason Tender-Brick; Mason Tender-Cement/Concrete

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PAIN0005-008 07/01/2018

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 22.94	11.61

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PLAS0528-004 06/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 44.43	18.04

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PLUM0032-011 06/01/2019

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 61.71	25.38

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\* TEAM0174-003 06/01/2019

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46

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 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.; Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Water Truck- less than 3,000 gallons

#### 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.

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SUWA2009-061 08/07/2009

	Rates	Fringes
LABORER: Landscape & Irrigation.....	\$ 8.77	1.80
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Forklift.....	\$ 28.03	7.28
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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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](http://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)).

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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.

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#### 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"

# 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	\$ 56,200	\$64,200	\$ 72,250	\$ 80,250	\$ 86,700	\$ 93,100	\$ 99,550	\$ 105,950
Pierce County	\$ 41,800	\$ 47,800	\$ 53,750	\$ 59,700	\$ 64,500	\$ 69,300	\$74,050	\$ 78,850

**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/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?

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

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

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

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

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If you have any questions about this form, please call Cary Calkins at (206) 588-4314.

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_denials_of_participation).

## 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](mailto:louise.lauff@seattlehousing.org) if you have any questions regarding compliance with this requirement.



**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](http://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 (March 26, 2019) 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.*



## Attachment A, Version 2

(\$35,000 to \$250,000)

### 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.
7. Have completed training requirements under RCW 39.04.350 and RCW 39.06.020 before bidding on public works projects as determined by the Washington State Department of Industries OR have been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND have performed work on 3 or more public works projects.

**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 \$250,000 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 (the Seattle Housing Authority and the High Rise Rehabilitation Phase 1 Limited Partnership) 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:** For this project, SHA is subject to sales tax for materials, labor and services rendered. The Contractor must pay sales tax on labor and materials purchased for this job.

**Protests:** Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at [SHA website](#).

**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 [SHA website](#), 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 [SHA website](#).

**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.